

District Government Khairpur (DGK)

REQUEST FOR PROPOSAL (RFP)

For Management Contract for

Managing

District Khairpur's

Selected Schools

Issued by

District Coordination Officer/Administrator

District Government Khairpur

Khairpur Mirs'

DISCLAIMER

The information contained in this Request of Proposal Document (the “RFP”) or subsequently provided to the Bidder(s), whether verbally or in documentary or any other form by or on behalf of District Government Khairpur (DGK) on the terms and conditions set out in this RFP and such terms and conditions subject to which such information is provided. The RFP is not an agreement and is neither an offer nor invitation by DGK to the prospective Bidders or any other person.

The purpose of this RFP is to provide interested Bidders with information that may be useful to them in making their offers pursuant to this RFP (the “Bid”). The RFP includes brief details of the project which DGK considers being relevant to the Project. The information as given may not be complete, accurate, adequate or correct. Each Bidder should, therefore conduct its own investigations and studies of the site and obtain independent advice from appropriate sources. Information provided in this RFP to the Bidder(s) is on wide range of matters, some of which depends on the interpretation of law.

The information given is not exhaustive and should not be treated as a complete or authoritative. The DGK accepts no responsibility for the accuracy or otherwise for any interpretation or opinion expressed herein. The DGK or its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or otherwise for any loss, damages, cost or expense which may arise from or incurred or suffered on account of anything contained in this RFP or otherwise, including its accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in the Bidding Process.

The DGK also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The DGK may in its absolute discretion, but without under any obligation to do so, update, amend or supplement the information, assessment or requirements contained in this RFP. The issue of this RFP does not imply that the DGK is bound to select a Bidder or to appoint the Selected Bidder as Bidder for the Project, as the case may be, and DGK reserves the right to reject all or any of the bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its cost associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, delivery fees, expenses associated with any demonstrations or presentations which may be required by DGK or any costs incurred in connection with or relating to its Bid. All such costs and expenses remain with the bidder and Education Department, Sindh shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the bidding Process.

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LETTER OF INVITATION

23 June, 2011

Dear Sir,

Sub: Consultancy Services for Management of Selected Schools Secondary and Higher Secondary Schools in District Khairpur

1. District Government Khairpur (DGK) invites "Technical and Financial Proposal" from reputed firms, company, an entity or Management Firm, Company, Association, Academia, for management of Selected Secondary and Higher Secondary Schools in District Khairpur on PPP mode.

2. In alignment with the Government of Sindh's commitment to universalize education and improve the quality, the District Government Khairpur (DGK) plans to unfold strong interventions and policy actions for strengthening the public education system in District Khairpur to secure visible and sustainable improvement towards access of quality education for all segments of society especially the poor.

3. In order to accomplish its objectives to provide quality education to all especially the under privileged, **the DGK, in phase- I intends to award long term management contracts for selected secondary schools all across the District Khairpur to a reputable and technically sound management partner having the capability and experience of managing operations of educational institutions especially secondary/ higher secondary education in Pakistan.** These schools are envisaged to become quality institutions through a range of inputs including a very high quality management of academic and other school activities; teacher management including teacher development; recruitment of additional teachers as per requirements; improving the physical environment and providing all necessary resources that can facilitate a very effective teaching, learning and student development environment in selected schools.

4. These are envisaged to be long term performance- based contracts. These contracts involve a major improvement in school learning environment and major school rehabilitation for improving the physical environment as well.

5. The scope of services are provided in the attached Terms of Reference.

6. A firm will be selected under Selection Based on Consultants Qualification and procedures described in this RFP.

7. The RFP includes the following documents:

- 1 - Letter of Invitation
- 2 - Information to Bidders
- 3 - Technical Proposal - Standard Forms
- 4 - Financial Proposal - Standard Forms
- 5 - Terms of Reference
- 6 - Standard Forms of Contract

Yours sincerely,

District Coordination Officer
District Government Khairpur

Telephone No: _____
Facsimile: _____

2. INFORMATION TO BIDDERS

2.1 The Bidder shall qualify following criteria:-

Have at least 8 years of experience of managing Educational Institutions of secondary and/or higher levels. Preference will be given to Bidders who are recognized to be highly reputable educational institutions/ service providers.

2.2 DGK shall follow a single stage two envelope process for selection of the Bidder for award of the assignment. Financial proposals, of only those Bidders, which are qualified on the basis of evaluation of Technical Proposal, shall be considered.

2.3 The Bidders are invited to submit their Proposal split in the form of “Technical Proposal” and “Financial Proposal” in separate sealed covers for **“Management of the Selected Schools in District Khairpur”**. The proposal shall be the basis for a signed contract with the selected Bidder.

2.4 The technical and financial proposal must be prepared in indelible ink and must be signed by the authorized representative of the Bidder. The letter of authorization must be confirmed by a written power of attorney accompanying the proposals. All pages of the technical and financial proposals must be initialed by the person or persons signing the proposal. The proposal must contain no interlineations or overwriting except as necessary to correct errors made by the Bidders themselves, in which cases such corrections must be initialed by the person or persons signing the proposal. Conditional bids are not acceptable.

2.5 The proposals shall be accompanied with Bid security for an amount of Rs. 10, 000/- (Rupees Ten Thousands only) in the form of Demand Draft in favor of DGK, Sindh from a scheduled bank payable at NBP Khairpur. The DGK shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

2.6 It shall be deemed that by submitting the Bid, the Bidder has made a complete and careful examination of the RFP; received all the information requested from the DGK; acknowledged and accepted the risk of inadequacy, error or mistake in the information in the RFP document, satisfied itself about all matters, things and information hereinabove necessary and required for submitting the Bid; and acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP document or ignorance of any of the matters referred to hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of obligations, loss or profit etc, or a ground for termination of the management contract.

2.7 The DGK shall provide the inputs as available with it and assist the Bidder in obtaining permissions/permits required to carry out studies, surveys/services, site investigations and make available relevant project data and reports if readily available.

2.8 The costs of preparing the proposal, including visits to the site & to the “Selected Schools” are not reimbursable as a direct cost of the Assignment; and the DGK shall not be responsible or

in any way liable for such costs/expenses, regardless of the conduct or outcome of the bidding process.

- 2.9 The bids to be submitted shall be valid for a period of 120 (one hundred twenty) days from date of opening of bids. During this period Bidders shall maintain the availability of the professional staff nominated in the proposal. The DGK may request for an extension in the validity of the proposal by 30 (thirty) days.
- 2.10 During the selection and execution of the contract the DGK shall observe and also expects bidder to observe highest standards of ethics during the selection and execution of this contract.
- 2.11 The DGK reserves the right to accept or reject any Proposal and to annul the Bidding Process and reject any or all bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning and reasons thereof.
- 2.12 The proposal of selected Bidders shall be the basis for ultimately signing the contract with selected Bidders.

NOTE: The DGK can reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question and also by suppressing or misleading while furnishing facts during the period of contract. The DGK of Sindh can declare a Bidder ineligible in accordance with Sindh PPRA rules.

3. CLARIFICATIONS & AMENDMENTS TO RFP DOCUMENTS

- 3.1 The interested Bidders can have Clarification before 7 (seven) days from the last date of submission of the bids in writing.
- 3.2 The Addendum shall be sent in writing to all the interested bidders. Such an Addendum shall become part of the RFP document. Verbal clarifications and information given or its employees or representatives shall not in any way or manner be binding on the DGK.

4. SUBMISSION OF PROPOSAL

4.1 Technical Proposal

- 4.1.1 In preparing the Technical Proposal, Bidders are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of Proposal.
- 4.1.2 In support of fulfilling Minimum Eligibility Criteria, following documents shall be submitted as part of the Technical Proposal:
 - (i) Bidders experience in operating/ maintaining educational institution, with brief description of standard/ system of education being imparted,

- (ii) Details of facilities being provided to students
- (iii) Details of aggregate results during last five years,
- (iv) Details of management team, teaching staff,
- (v) Details of achievements of students in co-curricular activities.
- (vi) Bidders turnover for the last 3 (three) years with certified copy of the audit report in support of details;
- (vii) Proof of registration/ affiliation with any of the recognized Education Board.
- (viii) Proof of international affiliation, if any.

4.1.3 The Technical Proposal should provide the following information failing which the proposal may be summarily rejected:

- i) A brief description of the firm/ organization and an outline of recent experience on assignments of similar nature.
- ii) Project Appreciation and recommendations including any comments or suggestions on the Terms of Reference (TOR) and on the data, a list of services, and facilities to be provided by the DGK, which can improve quality/effectiveness of the assignment.
- iii) **A description of the Approach, Concept, Methodology and Work Plan for performing the assignment including charts, diagrams, on terms of reference (TOR) and key professionals.**
- iv) **Information on proposed teaching and non -teaching staff team or the methodology to be used for selecting the faculty and key administration personnel**
- v) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal. Key information should include educational qualification, teaching experience, number of years working, and degree of responsibility & scope of work handled in various Education Institutions during the last eight (8) years.
- vi) Detailed Academic Schedule specifying inter alia the tasks, and duration of each component of assignment.
- vii) A refundable Draft amounting to Rs. 10,000/- (Rupees ten thousand only) towards Bid security drawn in favour of "District Government Khairpur" payable at NBP branch in Khairpur.

4.1.4 **The Technical Bid if reflects financial proposal or accompanies financial proposal, the bid shall be summarily rejected. The proposal not meeting the minimum requirement specified shall not be evaluated further.**

5.2 Financial Proposal

The Financial Proposal here relates to

- A) **Estimates of Management Costs for managing the “selected Secondary/Higher Secondary Schools” annually. This would include the cost of management staff and operations required for managing the selected schools as provided at Annexure A.**
- B) **The District Government would be responsible for providing the building premises for setting up Management Office in District Khairpur as such this may not be included however all other costs such as remuneration; travel; other operational costs for establishing the management offices including management fee may be costed.**
- C) **Financial proposal does not include the capital or operational costs of managing the schools as this contract envisages transfer of the existing/ additional operational budgets of selected schools to the management partner together with capital costs for improvements and rehabilitation of schools.**

- 5.3.1 The Bidder shall provide all the information sought under this RFP. The DGK shall evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and / or conditional Bids shall be liable to rejection.
- 5.3.2 The Bidder shall prepare one original set of proposal comprising the “Technical Proposal” and second “Financial Proposal” together with originals/copies of documents required to be submitted along therewith pursuant to this RFP and clearly marked “ORIGINAL”. In addition, the Bidder shall submit a copy of the proposal, marked “COPY”. In the event of any discrepancy between the original and the copy, the original shall prevail.
- 5.3.3 The proposal shall be submitted in two separate envelopes /packages; one clearly marked “Technical Proposal” and the second clearly marked “Financial Proposal” and put together in one single outer envelope/package scribed with name of the Project i.e. “Management Contract for Selected Secondary/ Higher Secondary Schools in Khairpur”.
- 5.3.4 The technical and financial proposal must be made prepared in indelible ink and must be signed by the authorized representative of the Bidder. The letter of authorization must be confirmed by a written power of attorney accompanying the proposals. All pages of the technical and financial proposals must be initialed by the person or persons signing the proposal.
- 5.3.5 Completed proposal must be delivered on or before 15.00 hrs on July 15, 2011 at the following address:

**District Coordination Officer/
Administration
District Government Khairpur
DCO Office Khairpur**

3. Technical Proposal - Standard Forms

- 3A. Technical Proposal submission form.
- 3B. Firm's references.
- 3C. Comments and suggestions of consultants on the Terms of Reference and on data, services, and facilities to be provided by the Client.
- 3D. Description of the methodology and work plan for performing the assignment.
- 3E. Team composition and task assignments.
- 3F. Format of curriculum vitae (CV) for proposed professional staff.
- 3G. Time schedule for professional personnel.
- 3H. Activity (work) schedule.

3A. TECHNICAL PROPOSAL SUBMISSION FORM

Karachi, [Date]

To:

District Coordination Officer,
District Government Khairpur

We, the undersigned, offer to provide the consulting services for the management of Selected Secondary and Higher Secondary Schools in Khairpur in accordance with your Request for Proposal dated June ____ 2011, and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial¹ Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [Date] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

3B. FIRM'S REFERENCES

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/Entity(profiles):
Name of Client:		N ^o of Staff:
Address:		N ^o of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current Pak Rs.):
Name of Associated Consultants, If Any:		N ^o of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Firm's Name: _____

3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.

**3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR
PERFORMING THE ASSIGNMENT**

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

[Signature of staff member and authorized representative of the firm] Date: _____
Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Name	Position	Reports Due/Activities	Months (in the Form of a Bar Chart)												Number of Months
			1	2	3	4	5	6	7	8	9	10	11	12	
															Subtotal (1)
															Subtotal (2)
															Subtotal (3)
															Subtotal (4)

Full-time: _____
 Reports Due: _____
 Activities Duration: _____

Part-time: _____

Signature: _____
 (Authorized representative)

Full Name: _____

Title: _____

Address: _____

3H. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items

	<i>[1st, 2nd, etc. are months from the start of assignment.]</i>												
	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	
Activity (Work)													

B. Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

4. Financial Proposal - Standard Forms

- 4A. Financial Proposal submission form.
- 4B. Summary of costs.
- 4C. Breakdown of price per activity.
- 4D. Breakdown of remuneration per activity.
- 4E. Reimbursable per activity.
- 4F. Miscellaneous expenses.

4A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

District Coordination Officer
District Government Khairpur

We, the undersigned, offer to provide the consulting services for [*Title of consulting services*] in accordance with your Request for Proposal dated [*Date*] and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [*Amount in words and figures*]. This amount is exclusive of the local taxes, which we have estimated at [*Amount(s) in words and figures*].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [*Date*].

Commissions and gratuities, if any, paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

4B. SUMMARY OF COSTS

Costs	Currency(ies) ²	Amount(s)
Subtotal		
Local Taxes		
Total Amount of Financial Proposal		<hr/>

² Maximum of three currencies plus the local currency.

4C. BREAKDOWN OF PRICE PER ACTIVITY

Activity No.:_____	Activity No.:_____	Description:_____
Price Component	Currency(ies)	Amount(s)
Remuneration		
Reimbursable		
Miscellaneous Expenses		
Subtotal		_____

4D. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____		Name: _____		
Names	Position	Input ³	Remuneration Currency(ies) Rate	Amount
Regular staff				
Local staff				
Consultants				
Grand Total				_____

³ _____
Staff months, days, or hours as appropriate.

4E. REIMBURSABLES PER ACTIVITY

Activity No: _____

Name: _____

No.	Description	Unit	Quantity	Unit Price In	Total Amount In
1.	International flights _____	Trip			
2.	Miscellaneous travel expenses	Trip			
3.	Subsistence allowance	Day			
4.	Local transportation costs ⁴				
5.	Office rent/accommodation/ clerical assistance				
	Grand Total				_____

⁴ Local transportation costs are not included if local transportation is being made available by the Client. Similarly, in the project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Client.

4F. MISCELLANEOUS EXPENSES

Activity No. _____

Activity Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs between _____ and _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: vehicles, computers, etc.				
4.	Software				
	Grand Total				_____ _____

5. EVALUATION CRITERIA

5.1. Minimum Eligibility Criteria

A Bidder must fulfill the following criteria: The Bidder should be either of the following:

- 5.1.1 a company, an entity, a firm, an association or body of individuals and entities, whether incorporated or not and whether local or foreign or combined;
- 5.1.2 **Have at least 8 years of experience of managing Educational Institutions of secondary and/or higher levels. Preference will be given to Bidders who are recognized to be highly reputable educational institutions/ service providers.**
- 5.1.3 The bidder must have a team of professional educators, supporting staff and adequate financial strength to manage the selected secondary/ higher secondary schools.

5.2. EVALUATION OF PROPOSALS

A single stage, “Two Envelop” shall be adopted in evaluating the proposals in which, a technical evaluation shall be carried out prior to opening of financial proposals. The technical proposal should secure at least 80 points out of 100 to be considered for financial evaluation. Financial bids of only technically responsive bidders shall be opened and evaluated. Bidders shall be ranked using a combined technical/financial score, as indicated hereinafter.

5.3 EVALUATION OF TECHNICAL PROPOSAL

After checking the responsiveness of the Technical proposal in terms of having provided the requisite data, relevant experience documents and information etc, authorization letter, bid security of Rs.10,000/- (Rupees One hundred Thousand only) the responsive Technical Proposals shall be evaluated by applying evaluation criteria, sub- criteria as per point system noted below and each proposal shall be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to the important aspects of RFP and it fails to achieve minimum technical score indicated in evaluation criteria.

S.No	Criteria	Points
1	Profile of Institution	
(ii)	Existing set-up	15
(iii)	Internal governance	05
	SUB-TOTAL	20

2.	Details of Technical Proposal and human resource	
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	component with regard to:	
(a)	Existing and proposed management team, faculty, their qualifications, pay scale etc.	15
(b)	Technical proposal relating to the concept and technical plan relating to overhaul of the selected schools in terms of academic system including methodology and teacher management,	20
(c)	Proposal relating to improving the co curricular activities including sports; debates; quizzes; competitions for a robust student development process	15
(d)	Technical Proposal for improving and overhauling the physical environment in the schools and the required technical capability to undertake this task	10
	SUB-TOTAL	60

4.	Details on examinations and assessment,	
(a)	Details on assessment and examinations system.	15
(b)	Performance Monitoring	05
	SUB-TOTAL	

The number of points to be assigned to each of the above positions or disciplines shall be determined considering three sub-criteria and relevant percentage weights:

S.No	Criteria	100%
1	Profile of Institution	20%
2.	Technical Proposal including details of human resource component	60%
4.	Details on examinations and assessment,	20%

5.4 THE MINIMUM TECHNICAL SCORE ST REQUIRED TO PASS SHALL BE:

75 POINTS

5.5 EVALUATION OF FINANCIAL PROPOSAL

- 5.5.1 After the evaluation of technical proposal is completed, DGK may notify those Bidders whose proposals were considered non-responsive to this RFP and also, the Bidders who have scored required 75 points in the technical evaluation. Financial Proposals of non-responsive bids shall be returned unopened after completing the selection process. DGK shall notify the Bidders selected by the above process, indicating the date and time for opening the Financial Proposals. The quoted amount shall be read and recorded. Any mathematical error shall be corrected.
- 5.5.2 The formula for determining the financial score shall be as under: $S_f = 100 \times F_m / F$ Where S_f is the financial score, F_m the lowest price and F the price of the proposal under consideration.
- 5.5.3 The proposals shall be ranked according to their combined technical (S_t) and financial (S_f) scoring with the weights as under: - Weightage for the Technical Proposal: 0.8 - Weightage for the Financial Proposal: 0.2 i.e. Final Score = $S_t \times 0.8 + S_f \times 0.2$. The Bidder achieving highest

combined technical & financial score shall be invited for contract.

5.6. NEGOTIATIONS

- 5.6.1 Prior to the expiry period of proposal validity, the DGK shall notify the Bidder scoring the highest marks in the combined evaluation (hereinafter the preferred Bidder) in writing by registered letter, cable or facsimile and invite him to negotiate the Contract. The aim is to reach agreement on all points and initial. The negotiations shall be concluded with a review of the draft form of Contract. The DGK and the Bidders shall finalize the contract to conclude negotiations.
- 5.6.2 Negotiations shall commence with discussion on technical proposal, the proposed methodology and technical approach, work plan and any suggestions made to improve the TOR. The DGK and Bidder shall finalize the Terms of Reference, the staffing schedule, work schedule, logistics and reporting. The financial proposal is subject to rationalization. These documents shall then be incorporated in the contract as “Description of Services”. Special attention shall be paid to optimize the required outputs from the Bidders within the available budget and to define clearly the inputs required from the DGK to ensure satisfactory completion of the Assignment.

5.7 AWARD OF CONTRACT

- 5.7.1 The Contract shall be awarded after successful Negotiations with the successful Bidders. If negotiations vide clause 8 hereinbefore fail, the DGK may invite the 2nd ranked Bidder for negotiations. The Bidder shall sign the contract agreement within seven days of the issue of letter of acceptance.
- 5.7.2 The selected Bidder is expected to commence the Assignment within three weeks of the signing of the contract Agreement.

5.8 PERFORMANCE SECURITY

The Bidder shall furnish within 15 days of the issue of letter of acceptance, unconditional and irrecoverable Bank Guarantee from a scheduled bank acceptable to DGK and payable at NBP Khairpur for an amount equivalent to 5% of the total Management Fee/ Costs (“lumpsum amount”) to be received by him towards in the form set forth in the end of this RFP, towards satisfactory Performance of services under the agreement valid for a period of one year beyond the date of completion of services.

The Bank Guarantee shall be released by DGK upon successful completion of Management Contract and peaceful possessions of the Government Assets.

5.9 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation and recommendation shall not be disclosed to any person who is not officially concerned with the process. The DGK shall treat all information, submitted as part of Proposal, in confidence and shall require those who have access to such material to treat the same in confidence. The DGK may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and /or the DGK.

5.10 CLARIFICATIONS

To facilitate evaluation of Proposals, the DGK may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarifications shall be provided within the time specified by the DGK for this purpose. Any request for clarification(s) and all clarification(s) shall be in writing. If a Bidder does not provide clarifications sought above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the DGK may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the bidder shall be barred from subsequently questioning such interpretation of the DGK.

5.11 INDEMNIFICATION OF DAMAGES

The Bidder shall indemnify for any direct loss or damages accrued during management period. Damages shall be imposed on the Bidders for poor performance/deficiency in service as expected from the Bidder and as stated in the Terms of Reference.

6. TERMS OF REFERENCE FOR MANAGEMENT CONTRACT (TOR)

6.1 General

The District Government Khairpur is seeking a company, an entity, a firm, an association, whether incorporated or not and whether local or foreign or combined; to enter into a management contract under PPP mode for managing the “selected Secondary/ Higher Secondary Schools in District Khairpur as provided at Attachment A.

6.2 Objectives:

The objectives of the Management Contract is to manage the selected schools at different locations in the District Khairpur to provide quality education including co-curricular activities to the students enrolled as well as potential new students. For this purpose the District Government Khairpur:

- i) DGK would hand over the “selected schools” to the successful management partner for taking over the entire management of these schools for a period of 8 years extendable to another 8 years on the basis of mutual consensus amongst the parties for managing these schools for improving the quality of education and all round personality development of students.
- ii) The managing partner would also be responsible for undertaking the required school rehabilitation/ repairs/ maintenance through a separate development scheme to be funded under district/provincial ADP.

6.3 Deliverables

6.3.1 The Managing Partner on approval from DGK shall:

- a) Develop phase-wise academic programs and development schedule
- b) Maintain a faculty of professional teachers and the managing partner may also appoint additional teachers under its own contract for filling in any teaching Gaps
- c) Existing teachers would be fully encouraged to continue the teaching activities and shall be provided with the required technical training for further improvements
- d) In case of teachers unwilling to perform or those resorting to misconduct as prescribed under the Rules of Government of Sindh would be proceeded under disciplinary rules
- e) The managing partner would be responsible for admissions in these schools and these would provide an overriding preference to children belonging to the same region.
- f) Devise a Quality assurance system
- g) Affiliate with a national or international board.
- h) Conduct assessment and examinations system and shall devise a Mechanism of assessment

- i) Arrangements for monitoring quality of teaching and learning and students performance.

6.4. Scope of Services

6.4.1 Scope of services shall include but not limited to the following:

- i) The Managing Partner Bidder shall manage, operate and execute authority over the “Selected Schools” for the overall objective of extending quality education and bringing up healthy and versatile children;
- ii) The Managing Partner shall exercise such other authority as the DGK determine as being necessary or desirable for the purposes incidental and necessary for rehabilitating; upgrading, managing, running & maintaining the Project for the core objective of extending quality education
- iii) The bidder shall not to sub-let or sub-lease any portion of the Selected Schools.

6.5 Reports and documents to be submitted by the managing partner to DGK

6.5.1 The Managing Partner would deliver to the DGK, during the management period, the following documents and information at the intervals described below:

- a) Annual accounts of the managing partner pertaining to this assignment delivered within 180 days of the end of each fiscal year;
- b) Notification of any adverse material change in the financial condition of the managing partner or the Project promptly following such occurrence.
- c) The DGK reserves the right to get the Accounts audited as and when it deems it appropriate, at its own expense
- d) The managing partner shall keep and maintain books of accounts for the Project in accordance with standard practices and statutory requirements consistently applied in accordance with Law.

6.6 Project Team and Project Office

6.6.1 The managing partner shall establish an office(s) at a suitable location(s) to cover the entire project stretch and equip it to meet the requirements of these Terms of Reference. CDGK would provide suitable premises in District Khairpur at a suitable location for the purpose.

6.6 RELEASE OF OPERATIONAL FUNDS AND AUDIT OF ACCOUNTS.

6.6.1 DGK shall provide operational funds for the school operations as a single line grant to the Managing partner preferably on quarterly basis.

6.7 In return the Managing partner would be required to maintain adequate levels of teaching standards which shall be confirmed through annual examination results of the students,

The partner would also encourage increase in the enrolments for facilitating maximum possible enrolments in these selected schools for greatest outreach of quality education to students in district Khairpur.

6.8 The Managing Partner may also be at liberty to add primary classes in the selected schools if deemed appropriate

6.9 Depending on the overall performance of the Managing partner in improving the academic and student development in the selected schools and setting the direction for converting these schools into premier teaching institutions the DGK may renew the Management contract for another period as mutually agreed amongst the parties.

6.10 Following major components will be adhered to:

- a) The Selected Secondary/ Higher Secondary Schools can be affiliated with a reputable and an Independent Examination Board acceptable to the Managing Partner
- b) All standards of the prescribed Examination Board regarding curriculum and extra curriculum activities shall be strictly followed.
- c) Funds required for Rehabilitation/ Repair and Maintenance will be on the basis of schemes to be approved by the District Government Khairpur through its ADP Budget.
- d) The performance based Grant would commence after the second year of commencement of academic activities for allowing the Selected Schools to consolidate the overall academic and other activities
- e) Managing Partner shall ensure a robust participation of students in a range of co-curriculum activities for students including but not limited to sports; athletics; debates; various science; art; and other competitions; dramas; elocution etc.
- f) The managing partner would have an annual Audit conducted through private certified Audit Companies
- g) Managing partner would have a robust internal Audit and accounts section for maintaining Audit and accounts records

The financial and legal services however, would be integral part of the payment mechanism subject to the satisfaction of the District Government Khairpur.

(Mohammad Abbass Baloch)
DCO/ Administrator
District Government Khairpur