

SELD/SSEIP/CONS-01

SELD/SSEIP/CONS-02

**PACKAGE-01: DESIGN REVIEW AND MILESTONE BASED TOP
CONSTRUCTION SUPERVISION CONSULTING FIRM ISELECTION:
201939I**

**PACKAGE-02: PACKAGE-02: DESIGN REVIEW AND MILESTONE
BASED TOP CONSTRUCTION SUPERVISION CONSULTING FIRM
ISELECTION: 201967I**

MINUTES OF PRE- PROPOSAL MEETING



PROJECT IMPLEMENTATION UNIT
Sindh Secondary Education Improvement Project (SSEIP)
ADB Assisted [Loan No. 3845-PAK and 4409-PAK(COL)]
Government of Sindh
School Education and Literacy Department (SE&LD)



Subject: MINUTES OF PRE-PROPOSAL MEETING HELD AT PIU, SSEIP OFFICE AT 11:00 AM ON 11 MARCH 2025 FOR SELECTION OF CONSULTING SERVICES FOR:

- **SELD/SSEIP/CONS-01: Package-1: Design Review and Milestone Based Top Construction Supervision Consultant for Reconstruction of 361 Flood Affected Fully Damaged Schools, in Six (06) Tehsils of District Khairpur Mirs, Sindh**
- **SELD/SSEIP/CONS-02: Package-2: Design Review and Milestone Based Top Construction Supervision Consultant for Reconstruction of 361 Flood Affected Fully Damaged Schools, in Nine (09) Tehsils of Four (04) Districts (i) District Dadu; (ii) District Kambar-Shahdadkot; (iii) District Larkana; and (iv) District Naushero Feroze, Sindh**

The Pre-Proposal meeting was convened and chaired by the Project Director (PD), Project Implementation Unit (PIU), Sindh Secondary Education Improvement Project, School Education and Literacy Department (SE&LD), Government of Sindh (GOS).

The Chair welcomed all the participants of the meeting who were present physically in the PIU-SSEIP and also to those who joined via VideoLink. The meeting was then opened for discussion so that the queries regarding RFP if any may be documented and responded properly addressed, particularly the contents of Section 2 (data sheet), Section 3 (Technical Proposal – Standard Forms), Section 4 (Financial Proposal – Standard Forms); Section 7 (Terms of Reference 'TORs'); and Part-II (Conditions of Contract and Contract Forms).

The meeting was held in two halves. During the first half, it was explained by reading through the important clauses on preparation of proposals.

During 2nd part of the meeting, the participants were invited for queries. PIU advised them to submit their written queries to PIU-SSEIP for written replies/advice accordingly.

The corresponding responses / replies along with the consultant queries are attached as **Annexure A**.

The meeting was concluded with a vote of thanks to and from all the participants.



Muhammad Rizwan Soomro
Project Director
PIU-SSEIP, SE&LD

Dated: **20 March 2025**



PROJECT IMPLEMENTATION UNIT
Sindh Secondary Education Improvement Project (SSEIP)
 ADB Assisted (Loan No. 3845- PAK & Loan No, 4409-PAK (COL))
 Government of Sindh
 School Education and Literacy Department (SE&LD)



Pre-Proposal Conference

[ATTENDANCE SHEET OF CONSULTING FIRMS]

SELD/SSEIP/CONS-01: PACKAGE-1: DESIGN REVIEW AND MILESTONE BASED TOP CONSTRUCTION SUPERVISION CONSULTANT FOR RECONSTRUCTION OF 361 FLOOD AFFECTED FULLY DAMAGED SCHOOLS, IN SIX (06) TEHSILS OF DISTRICT KHAIRPUR MIRS, SINDH

Loan: 4409-PAK (COL)
Project Title: Sindh Secondary Education Improvement Project (Additional Financing)
Venue: House No. 17/1, Street No. 31, Khayabaan-e-Shamsheer, Saba Avenue, DHA Phase 5 Extn., Karachi Pakistan
Day & Date: Tuesday 11-March-2025
Time: 1100 Hours (Pakistan Standard Time)

S/No	Name	Designation	Organization	Contact Number	Email Address	Signature
1	M. Irfan Jan	GM(BD)	ECIL	0300-2672282	irfan.jan@ecil.com	
2	Abdul Mateen	Exl Director	ECIL	0300-2547848	Abdul.mateen@ecil.com	
3	M. Anwar Khurshid	General Manager	ECIL	0333 2432703	anwar.khurshid@ecil.com	
4	S.M. Mujtaba Hassan	GM. BOD	EA Consulting Pvt. Ltd.	0332 3016194	bhd@eaworld.com	
5	Majid Hussain	SPM	EA Consulting Pvt. Ltd.	0332/3900530	Majid.Hussain 47@yahoo.com	

**PROJECT IMPLEMENTATION UNIT**

Sindh Secondary Education Improvement Project (SSEIP)
 ADB Assisted (Loan No. 3845- PAK & Loan No, 4409-PAK (COL))
 Government of Sindh
 School Education and Literacy Department (SE&LD)

ADB

S/No	Name	Designation	Organization	Contact Number	Email Address	Signature
6	Anjum B Khan.	Director Business Dev	Creative Engineering Consultants CEC	03369834 977	anjumbkhan1@yahoo.com	
7	Fahou Pervez	Country Representative	Minconsult SDN BHD	0321-9002264	minconsult-pakistan@minconsult.com	
8	Mahmood Yousuf	Principal Engineer	A.A. Associates	0345-2161123	mahmood@aa-associates.com	
9	Muhtaba Shaukat	Regional Director	AI Engineers Pakistan	0336 5477710	mshaiikh@aiengineers.com	
10	Umar Ashraf	Manager Project	C&DC Consulting Pvt. Ltd	03		
11	Arslan Zamin	C.E	Nespak.	03449002998		
12	Engr. Abdul Haseeb Mansuri	Senior Engineer (Civil)	(ANPL) Noor Atif Pktd	021-34982561	mail@atifnazar.com	
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PROJECT IMPLEMENTATION UNIT
Sindh Secondary Education Improvement Project (SSEIP)
 ADB Assisted (Loan No. 3845- PAK & Loan No. 4409-PAK (COL))
 Government of Sindh
 School Education and Literacy Department (SE&LD)



Pre-Proposal Conference

[ATTENDANCE SHEET OF CONSULTING FIRMS]

SELD/SSEIP/CONS-02: PACKAGE-2: DESIGN REVIEW AND MILESTONE BASED TOP CONSTRUCTION SUPERVISION CONSULTANT FOR RECONSTRUCTION OF 361 FLOOD AFFECTED FULLY DAMAGED SCHOOLS, IN NINE (09) TEHSILS OF FOUR (04) DISTRICTS (I) DISTRICT DADU; (II) DISTRICT KAMBAR-SHAHDADKOT; (III) DISTRICT LARKANA; AND (IV) DISTRICT NAUSHERO FEROZE IN SINDH

Loan: 4409-PAK (COL)
Project Title: Sindh Secondary Education Improvement Project (Additional Financing)
Venue: House No. 17/1, Street No. 31, Khayabaan-e-Shamsheer, Saba Avenue, DHA Phase 5 Extn., Karachi Pakistan
Day & Date: Tuesday 11-March-2025
Time: 1100 Hours (Pakistan Standard Time)

S/No	Name	Designation	Organization	Contact Number	Email Address	Signature
1	Umair Ashraf	Manager Projects	CGDC	0300 2573326	umair@cgdc.pk	
2	Shonail	Asst. Manager B.D	CCRD Consulting Pvt. Ltd	0331 4224246	shonail@ccrd.pk	
3	S.M. Mujtaba Hassan	S.M. BDD	EA Consulting Pvt. Ltd	0332 3016194	bdd@eaworld.com	
4	Wajamul-Hussain	Senior Project Manager	EA Consulting (Pvt.) Ltd	0332/3700530	wajamul-hussain47@yahoo.com	
5	Angim B Khan	Director BDU	CEC-Minco JV	03369834977	angimbkhan1@yahoo.com	

House No. 17/1, 31st Street, Saba Avenue, Phase V, DHA, Karachi, Pakistan
 Ph. # +92-21-99332182- email: sseipkhipk@gmail.com

**PROJECT IMPLEMENTATION UNIT****Sindh Secondary Education Improvement Project (SSEIP)**

ADB Assisted (Loan No. 3845- PAK & Loan No, 4409-PAK (COL))

Government of Sindh

School Education and Literacy Department (SE&LD)

ADB

S/No	Name	Designation	Organization	Contact Number	Email Address	Signature
6	Farhan Pervez	Country Representative	Mineconsult SOW BHD	0321-9602264	Mineconsult.Pakistan@mineconsult.com	
7	Mahmood Younis	Principal Engineer	A.A. Associates	0345-2161123	mahmood@aa-associates.com	
8	Muqtaba Shaikh	Regional Director	AI Engineers Pakistan	0336 5477710	mshaikh@aiengineers.com	
9	Azslan Zamir	C.E	Nespaik.	03449002998		
10	Eng. Abdul Haseeb Mannani	Senior Engineer (Civil)	Atif Nayan (Pvt) Ltd	021-34982861	manil@atifnayan.com	
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House No. 17/1, 31st Street, Saba Avenue, Phase V, DHA, Karachi, Pakistan

Ph. # +92-21-99332182- email: sseipkhipk@gmail.com

SELD/SSEIP/CONS-01

SELD/SSEIP/CONS-02

**PACKAGE-01: DESIGN REVIEW AND MILESTONE BASED TOP
CONSTRUCTION SUPERVISION CONSULTING FIRM [SELECTION:
201939]**

**PACKAGE-02: PACKAGE-02: DESIGN REVIEW AND MILESTONE
BASED TOP CONSTRUCTION SUPERVISION CONSULTING FIRM
[SELECTION: 201967]**

ANNEXURE-A

RESPONSE MATRIX FOR CONSULTANT QUERIES / OBSERVATION

LOAN NO. 4409-PAK(COL): SINDH SECONDARY EDUCATION IMPROVEMENT PROJECT – ADDITIONAL FINANCING

SCHOOL EDUCATION AND LITERACY DEPARTMENT, GOVERNMENT OF SINDH THROUGH PROJECT IMPLEMENTATION UNIT (PIU), SINDH SECONDARY EDUCATION IMPROVEMENT PROJECT, SCHOOL EDUCATION AND LITERACY DEPARTMENT (SE&LD), GOVERNMENT OF SINDH (GOS)

REQUEST FOR PROPOSAL – SELECTION OF CONSULTING SERVICES FOR:

SELD/SSEIP/CONS-01: Package-1: Design Review and Milestone Based Top Construction Supervision Consultant for Reconstruction of 361 Flood Affected Fully Damaged Schools, in Six (06) Tehsils of District Khairpur Mirs, Sindh

SELD/SSEIP/CONS-02: Package-2: Design Review and Milestone Based Top Construction Supervision Consultant for Reconstruction Of 361 Flood Affected Fully Damaged Schools, in Nine (09) Tehsils of Four (04) Districts (i) District Dadu; (ii) District Kambar-Shahdadkot; (iii) District Larkana; and (iv) District Naushero Feroze, Sindh

S/No	Consultant Queries / Observations	Responses by PIU-SSEIP
1.	<p>Clause 3.3.4. of the Data Sheet (DS): We need clarification on the conflicting relationships outlined in the Data Sheet.</p> <p>Please provide clarification on these points.</p>	<p>Clause 3.3.4 describes the conditions related to conflicting relationships to ensure fairness, transparency, and compliance with ADB's procurement guidelines. It primarily aims to prevent any conflict of interest that may arise due to (i) Consultants who have been involved in the preparation of the Terms of Reference, feasibility studies, or procurement processes for this assignment may be restricted from participation; (ii) Any direct or indirect relationship with other firms submitting proposals that may compromise the integrity of the selection process; and (iii) Consultants who have previously worked on similar assignments that could result in a competitive advantage or create biased outcomes, etc.</p> <p>In this case, it is not applicable, as there is no such situation.</p>

S/No	Consultant Queries / Observations	Responses by PIU-SSEIP
2.	<p>Clauses 16.3 and 25 of the (DS): We acknowledge that local taxes, such as sales tax, excise tax, VAT, or similar taxes applied to contract invoices, should not be included in the Financial Proposal. The Client does not consider these taxes when evaluating the financial proposal. Instead, these taxes should be listed as separate line items.</p> <p>Please confirm if our understanding is correct.</p>	<p>The understanding of the Consultants is correct. Direct Taxes are by default included in the quoted rates while indirect taxes should not be included in the Financial Proposal, which shall be discussed and finalized at the time of contract negotiations with selected consultants.</p>
3.	<p>Clauses 17.7 and 17.9 of the (DS): The proposal submission date is April 4, 2025. With the pre-proposal meeting scheduled for March 11, we anticipate that the Client will require more time to address the clarifications requested by the consultants and to distribute the minutes from the pre-proposal meeting. Given these circumstances, there will not be adequate time to finalize the proposal, particularly with the reduced working hours during Ramadan this month.</p> <p>Therefore, we kindly request an extension of at least (3) three weeks for the proposal submission deadline. The current submission date falls just after the Eid holidays, which does not allow sufficient time to compile the proposal.</p>	<p>As Sindh Secondary Education Improvement Project – Additional Financing (SSEIP-AF) is a emergency initiative of the Government of Sindh aimed at the rehabilitation of flood-affected schools, ensuring timely implementation is of utmost importance. Given the urgency of the project, the requested extension of two (02) weeks for the proposal submission deadline cannot be accommodated.</p> <p>However, in response to the request submitted by various Consulting Firms, the Consultant Selection Committee has reviewed the matter and agreed to extend the submission deadline for four (04) calendar days. Accordingly, the new deadline for submission of proposals has been revised to be from 04 April 2025 to 08 April 2025.</p> <p>Please refer to the attached Addendum No. 1 to the RFP.</p>
4.	<p>Section 7: Terms of Reference (ToR), Part A: Design Review Services, Paragraph 12: Due to the geographical spread and the number of schools that need to be reconstructed, the project</p>	<p>As per the spirit of the Lump Sum Contract, it is the responsibility of the Consultants to factor in all the tasks and associated costs for the design review, adjustments and final approval etc. and milestone-based supervision,</p>

S/No	Consultant Queries / Observations	Responses by PIU-SSEIP
	<p>will be carried out in multiple packages involving several contractors. The consultant is required to complete the design review and issue design approval within four (4) months from the mobilization of the contractors. This four-month period for the consultant's input will apply only if all contracts are awarded on the same day.</p> <p>If the contracts are awarded at different times, the consultant's design review period, along with their obligation to provide services for minor design adjustments and the review/approval of designs, will be extended based on the date of each contract award. This condition will also apply to milestone-based supervision services. How will the time for the design review be adjusted in these situations?</p> <p>Please clarify.</p>	<p>which shall enable the prospective Consultant to decide the person-months. Therefore, this does not entail any provision for additional input, under the Lump Sum contract.</p> <p>Furthermore, please note that the total duration of the assignment is Twelve (12) months.</p>
5.	<p>Section 8, Conditions of Contract and Contract Forms, clause 24.1 (a) of the Special Conditions of Contract:</p> <p>The minimum coverage for Professional Liability Insurance is defined as 1.5 times the Contract Amount. However, according to clause 3.4 of the GCC in the Standard Consultancy Agreement, "the maximum liability shall not exceed twice the total remuneration of the Consultants for the design phase, in accordance with the terms of the Contract." Additionally, the liability of the Consultants expires one year from the specified completion date of the construction.</p>	<p>The requirement for Professional Liability Insurance coverage at 1.5 times the Contract Amount, as specified in the issued Request for Proposal (RFP), is aligned with best industry practices and ensures adequate risk mitigation for all stakeholders involved in the project. This requirement has been established to provide sufficient protection against potential claims arising from professional negligence or errors in design and consulting services.</p> <p>The requirement is very clear and remains unchanged. Kindly follow the as issued RFP.</p>



S/No	Consultant Queries / Observations	Responses by PIU-SSEIP
	It is proposed that Professional Liability Insurance be calculated based on the total remuneration instead of the contract amount.	
6.	<p>Section 8, Conditions of Contract and Contract Forms, clauses 39.1 and 39.2 (Taxes and Duties) of the Special Conditions of Contract (SCC):</p> <p>The SCC needs to be finalized in accordance with the applicable option outlined in ITC 16.3 of the Data Sheet.</p>	The terms and conditions of the contract will be reviewed and discussed during the contract negotiation stage and will be mutually agreed by the (02) parties.
7.	<p>Section 8, Conditions of Contract and Contract Forms, clause 45.1 (Dispute Resolution) of the Special Conditions of Contract (SCC):</p> <p>As mentioned in said clause, in the event of the failure to appoint a sole arbitrator, either party is required to refer the matter to Fédération Internationale Des Ingénieurs-Conseils (FIDIC) in Lausanne, Switzerland.</p> <p>This should be the sole arbitrator, or an arbitration panel and the proceedings of arbitration shall be conducted in accordance with the provisions of the Arbitration Act 1940 of Pakistan and use the update version.</p>	<p>The terms and conditions of the contract will be reviewed and discussed during the contract negotiation stage and will be mutually agreed by the (02) parties. However, the SCC Sub-Clause 45.1 (Dispute Resolution) has been amended, considering the participation of international firms in the recruitment process as well as national. SCC 45.1 shall be read as follows:</p> <p>“</p> <p><u>Dispute Resolutions</u></p> <p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (03) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the</p>

S/No	Consultant Queries / Observations	Responses by PIU-SSEIP
		<p>proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the Fédération Internationale Des Ingénieurs-Conseils (FIDIC) of Lausanne, Switzerland for a list of not fewer than five (5) nominees and, on receipt of the list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the second arbitrator named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by the International Chamber of Commerce, Paris.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party that has named an arbitrator may apply to the International Chamber of</p>



S/No	Consultant Queries / Observations	Responses by PIU-SSEIP
		<p>Commerce, Paris to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p> <p>2. Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. Substitute Arbitrators. If, for any reason, an arbitrator is unable to perform his or her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country or of the home country of any of their members or Parties or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <ul style="list-style-type: none"> (a) the country of incorporation of the Consultant or of any of their members or Parties; or (b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or (c) the country of nationality of a majority of the Consultant's [or of any members' or Parties] shareholders; or



S/No	Consultant Queries / Observations	Responses by PIU-SSEIP
		<p>(d) the country of nationality of the Sub-Consultants concerned, where the dispute involves a subcontract.</p> <p>5. Miscellaneous. In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in a country selected and agreed by both the Parties i.e., the Client and the Consultants.</p> <p>(b) the English language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p> <p><u>For National Consultants:</u></p> <p>Disputes shall be settled by arbitration in accordance with the provisions of Arbitration Act 1940 of Pakistan, as amended from time to time:</p> <p>1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the provisions of Arbitration Act 1940 of Pakistan, as amended from time to time.</p> <p>2. Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the provisions of Arbitration Act 1940 of Pakistan, as amended from time to time.</p>



S/No	Consultant Queries / Observations	Responses by PIU-SSEIP
		<p>3. Miscellaneous. In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"> (a) proceedings shall, unless otherwise agreed by the Parties, be held in Karachi Pakistan. (b) the English language shall be the official language for all purposes; and (c) the decision of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement. <p>”</p> <p>Please refer to the attached Addendum No. 1 to the RFP.</p>
8.	<p>Section 7. Terms of Reference</p> <p>Para 15: There is no provision of staff person months required beyond 4th month till 12th month design period for providing services for minor design adjustments and review/ approval of design for external development. Kindly clarify whether it will be included by client in RFP as addendum or the consultant need to include all related person month and other expenses in their FP.</p> <p>Para 17: There is no schedule of payment for Part B (Top Supervision of 361 schools) is provided in RFP. Kindly clarify.</p>	<p>Para-15: Please refer to a response under para-4.</p> <p>Para-17: Tentative Payment Milestone for Milestone Based Top Supervision will be discussed during the Contract Negotiations and accordingly will be incorporated in the Contract.</p> <p>Para-24: In typical construction supervision contracts, it is common for experts to be required to perform both</p>



S/No	Consultant Queries / Observations	Responses by PIU-SSEIP
	<p>Para 24: TOR for key experts is combined for design and construction expert which should be separate as experts having both experiences are rare.</p>	<p>design review and construction supervision tasks. For this specific consultancy assignment, the role of the experts is structured around the requirement to conduct design review of the designs prepared by the EPC Contractor, followed by Milestone-Based Top Construction Supervision once the design is finalized.</p> <p>Given the structure of this assignment, the TORs for the experts are structured to cover both the design review and the construction supervision aspects. We believe it would be beneficial for the same experts to handle the design review and then transition to provide milestone-based top construction supervision, as it ensures continuity and a deeper understanding of the project throughout its phases.</p> <p>Hence, no changes are required in the TORs, thus it is advised that the as-issued RFP may be followed in letter and spirit.</p>
9.	<p>Referring to clause 4.1 of the Data Sheet (DS), we understand that the EPC contract documents, including 12 specific prototypes design, have already been developed by the Client. If our understanding is correct, then under the requirement of the said clause, the Client should indicate in the Data Sheet and make available to all shortlisted consultants, along with this RFP, any information that could give such a consultant an unfair competitive advantage over competing Consultants. Similarly, if this understanding is correct, the conflicting relationship under the provision of clause 3.3.4 of DS also needs to be defined. Please clarify</p>	<p>This is to clarify that the 12 prototype school designs have been developed by the Client with the assistance of one of the shortlisted consultants under the Sindh Secondary Education Improvement Project. However, to ensure fairness and transparency in the procurement process, all relevant information, including the 12 prototype school designs, has been publicly disclosed. These designs, along with other related documentation under Sindh Secondary Education Improvement Project – Additional Financing (SSEIP-AF), are available for public access on the SSEIP website at https://sseip.gos.pk.</p>

S/No	Consultant Queries / Observations	Responses by PIU-SSEIP
		<p>Since this information is equally accessible to all shortlisted consultants, the provision of Clause 4.1 of the DS regarding unfair competitive advantage does not apply in this case. Furthermore, regarding Clause 3.3.4 of the DS, the Client does not identify any conflicting relationship, as the prior involvement of one of the shortlisted consultants does not provide an undue advantage given the public availability of the information.</p>
10.	<p>The two-page limit mentioned in the RFP—does this apply to Joint Ventures (JV) or consortiums as well, or only to single entities?</p>	<p>The two-page limit specified in Section 3: Technical Proposal – Standard Forms of the issued RFP applies to the entire entity submitting the proposal, regardless of whether the entity is a sole consulting firm or a consortium of multiple firms.</p>
11.	<p>The CV page limit is stated as five pages. Can this be increased to six pages if the sixth page is a certificate page?</p>	<p>The requirement is very clear and remains unchanged. Kindly follow the as-issued RFP.</p>
12.	<p>Can both packages be awarded to a single firm?</p>	<p>This is to confirm that both packages may be awarded to a single consulting firm, subject to meeting the requirements based on the combined evaluation of technical and financial scores, as per the criteria outlined in the RFP.</p> <p>However, please note the following key considerations: i.e., (i) if a consultant is shortlisted for both packages, the proposed experts must be different for each package to ensure dedicated and effective project implementation; (ii) the same expert cannot be proposed for both packages; (ii) if a consultant proposes the same expert for both packages, the expert will only be considered for one package; and (iv) the consultant will</p>



S/No	Consultant Queries / Observations	Responses by PIU-SSEIP
		<p>lose marking in the second package due to non-compliance with the requirement of distinct experts.</p> <p>Therefore, we strongly advise interested consultants to carefully structure their proposals to ensure compliance with these requirements.</p>
13.	Should CVs of Non-Key Experts be submitted at the RFP stage?	This is to confirm that there is no requirement to submit the CVs of Non-Key Experts at the proposal submission stage. However, consultants shall ensure the availability and deployment of Non-Key Experts as per the requirements specified in the RFP.
14.	Please confirm the required number of projects that must be demonstrated under 'Experience in Similar Projects' for technical evaluation.	Consultants are required to submit their best and most relevant projects under the 'Experience in Similar Projects' section. In terms of the number of projects, consultants must submit a total of ten (10) best relevant projects with complete details that closely align with the scope and nature of the assignment. Furthermore, consultants should ensure that the selected projects effectively demonstrate their expertise and capability in executing assignments of a similar nature and complexity.
15.	Please confirm the required number of projects that must be demonstrated under 'Experience in Similar Geographic Areas' for technical evaluation.	<p>Consultants are required to submit their best and most relevant projects under the 'Experience in Similar Geographic Areas' category. In terms of the number of projects, consultants must submit ten (10) best relevant projects, with complete details.</p> <p>The geographic experience of the consultant will be assessed based on the number of projects executed in South Asian Countries [Afghanistan, India, Pakistan, Bangladesh, Sri Lanka, Nepal, Bhutan and Maldives].</p>



S/No	Consultant Queries / Observations	Responses by PIU-SSEIP
		However, preference will be given to projects executed in Sindh Province, Pakistan.
16.	<p>Clause 16.1 Financial Proposal Reimbursable expenses will include:</p> <p>Field Visits (Approximately 3,250 Visits)</p> <ul style="list-style-type: none"> ➤ Per Day Remuneration ➤ Daily Allowance ➤ Vehicle Cost <p>Total number of schools are 361. Approx 60 schools per Tehsil.</p> <p>Following Field Inspectors are provided in TOR:</p> <ol style="list-style-type: none"> 1. Field Inspector (Civil) – 18 Nos. approx. 3 Nos. per Tehsil. Each Inspector will cover 20 schools. 2. Field Inspector (Mechanical) – 12 Nos. approx. 2 Nos. per Tehsil. Each Inspector will cover 30 schools. 3. Field Inspector (Electrical) – 6 Nos. approx. 1 No. per Tehsil. Each Inspector will cover 60 schools. <p>We understand that these requirements belong to Field Inspectors. please confirm.</p>	The specified requirement under reimbursable expenses, as outlined in ITC 16.1 of the Data Sheet, pertains to the consultancy assignment. Consultants are required to include cost estimates for these reimbursable items in their financial proposal.
17.	<p>Rental of Vehicles</p> <ul style="list-style-type: none"> • Rental Cost of 2 Vehicles for Tehsil Kot Diji • Rental Cost of 2 Vehicles for Tehsil Sobhadero • Rental Cost of 2 Vehicles for Tehsil Faiz Ganj • Rental Cost of 2 Vehicles for Tehsil Mirwah 	Refer to the reply of Query No. 16, above, please



S/No	Consultant Queries / Observations	Responses by PIU-SSEIP
	<ul style="list-style-type: none"> Rental Cost of 2 Vehicles for Tehsil Khairpur Rental Cost of 2 Vehicles for Tehsil Kingri <p>We understand that these vehicles will be used by staff other than Field Inspectors. Please confirm.</p>	
18.	<p><u>Clause 16.2 Price Adjustment</u></p> <p>A price adjustment provision applies to remuneration rates: NO</p> <p>This clause narrates that no price adjustment will be applicable for this assignment. Although in the pre-bid meeting assurance is given that all efforts will be applied to complete the project within stipulated period of 8 months. We suggest that price adjustment be included which will help if the work is not completed in stipulated time.</p>	<p>Since the contracts for the subject consultancy assignments (both packages) are for a duration of 12 months, and in accordance with ADB Procurement Regulations, price adjustment provisions for foreign and/or local inflation in remuneration rates apply only to assignments lasting more than 18 months. For assignments with a duration of less than 18 months, no price adjustment provision for foreign and/or local remuneration rates is applicable. Therefore, the request cannot be entertained and follow the as issued RFP.</p> <p>Furthermore, the lump sum contract does not entail any provision for price adjustment.</p>
19.	<p><u>Key Experts</u></p> <ul style="list-style-type: none"> Team Leader / Project Manager Architects – 2 Nos. Light Gauge Steel Experts – 2 Nos. Climate Change Expert <p>We understand that only CVs of these personnel are required to be submitted in the Proposal. Please confirm.</p>	<p>This is confirmed, please.</p>
20.	<p>Team Composition for Design Review Phase and for Milestone Based Construction Supervision Services. The staff is common in both Composition i.e. for</p>	<p>The proposed staff may perform both services. For further clarity please refer to the response under Query No. 9 (para-24) above.</p>

S/No	Consultant Queries / Observations	Responses by PIU-SSEIP
	<p>Design Review Phase and for Milestone Based Construction Supervision.</p> <p>Please elaborate these staff will perform both the services OR separate staff will be required for Design Review Phase and for Milestone Based Construction Supervision. If separate staff is required, then the Weightage of Key Experts will be revised.</p>	
21.	<p><u>Sr. No. 29 of TOR</u></p> <p>The Consultant will be completely responsible for all logistic support of its team, including but not limited to local transportation, accommodation, office space, maintenance, water, electricity, telecommunication services, high-band Internet connection, office supplies and consumables and any other related good required to complete the task. The Consultant will supply all necessary computer hardware and software required to deliver the services.</p> <p><u>Sr. No. 33 of TOR</u></p> <p>The Consultant will organize its own office space in Karachi, preferably during the design review phase and will be converted to supervision phase, where the Team Leader / Project Manager will be based, as well as office spaces in all six (06) tehsils of District Khairpur. The Consultant should include office requirements for Construction Supervision Phase-II such as office furniture; office hardware; communications equipment; photocopying equipment; fax machines; computers, printers and associated software; air conditioning; costs associated with required office support staff (i.e.</p>	<p>As outlined in the TORs, the Consultant is fully responsible for arranging entire paraphernalia including all logistical support with office space(s), utilities, communication services, and required equipment etc. for both the Design Review and Construction Supervision Phases. Additionally, the Consultant must establish office facilities in Karachi and in all six (06) Tehsils of District Khairpur to support field operations effectively.</p> <p>It is the Consultant's responsibility to carefully review the RFP and determine the most efficient and cost-effective way to meet these requirements. While the TORs specify the general needs for office setup, including furniture, IT equipment, communication tools, support staff, and vehicles etc., it does not prescribe that each facility must be identically equipped in all Tehsil offices. Instead, the Consultant should assess the operational needs of each location and plan accordingly, ensuring that all essential resources are available for the successful execution of the assignment.</p> <p>The financial proposal should cover these requirements, reflecting an appropriate allocation of resources based on project demands. Consultants are encouraged to use</p>



S/No	Consultant Queries / Observations	Responses by PIU-SSEIP
	<p>accountant, office manager, computer operator, peon, and guards etc.); and hiring of vehicles for field activities. During supervision phase.</p> <p>Please elaborate that each facility will be provided in each tehsil office OR it will be managed by consultant considering that all facilities are not required in each tehsil.</p>	<p>their professional judgment in managing logistical arrangements while ensuring compliance with the TOR.</p>
22.	<p><u>General Condition, Clause 28</u> Equipment, Vehicles and Materials</p> <p>28.1 Equipment, vehicles, and materials made available to the Consultant by the Client or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make an inventory of such equipment, vehicles, and materials available to the Client and shall dispose of the equipment, vehicles, and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles, and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.</p> <p>28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall</p>	<p>We confirm that any assets, including equipment, vehicles, and materials, procured using project funds (either wholly or partially) will be considered the property of the Client upon completion of the consultancy services. These assets must be appropriately marked to reflect Client ownership. At the end of the contract, the Consultant is required to prepare an inventory of such assets and hand them over to the Client as per the Client's instructions.</p>



S/No	Consultant Queries / Observations	Responses by PIU-SSEIP
	<p>remain the property of the Consultant or the Experts concerned, as applicable.</p> <p>Please Clarify.</p>	
23.	<p>Reference is made to Paragraph 16 of the TORs (Page 69 of 137), which states that a Lump Sum payment contract will be used for the 4-month Design Phase. The deliverables, reporting requirements, and payment breakdown for this phase are outlined in the provided table. However, we require clarification regarding the payment schedule. Specifically, we note that interim payments 2 and 3 are scheduled for months 6 and 9, respectively, which appears to exceed the 4-month Design Phase. This discrepancy may adversely impact the Consultant's cash flow. Furthermore, the payment terms for the 8-month Supervision Phase are unclear. We propose revising the payment structure under the Lump Sum contract to divide the successful bidder's total bid into 12 monthly installments, tied to monthly progress reports with key performance indicators. This approach would provide a more balanced and manageable payment schedule, ensuring effective project management.</p>	<p>The proposed payment milestone for the design phase is clear, however, for more clarity, please note that the initial 4 payments (Serial No. 1, 2, 3, and 4) are progressive payments envisaged to be made upon submission of reports. However, the major chunk of payment under payment No. 5 is subject to approval of complete design submitted by contractors.</p> <p>The proposed method of monthly payments is not endorsed.</p>
24.	<p>Reference is made to Paragraphs V, VI, and VII of the ToRs for Part B: Top Construction Supervision (Page 70). These paragraphs outline the Consultant's responsibilities, including reviewing work progress and schedules, monitoring monthly progress review reports, and ensuring adherence to agreed timelines. To effectively fulfill these tasks, we believe that a dedicated Planning Expert should be included in the team. However, this role is not currently listed in the required Key Staff. Furthermore, Paragraph</p>	<p>The client has thoroughly reviewed the requirements of the project and accordingly assessed the staffing for both the consultancy packages. Based on the project requirement, the inputs of Key Experts, Non-Key Experts and Support Staff worked out. Therefore, no additional staff can be accommodated. However, the consultant is responsible for executing the contracts as per the TORs.</p>

S/No	Consultant Queries / Observations	Responses by PIU-SSEIP
	XXIV (Page 73) requires the Consultant to respond to all contractual communications, including notices and claims issued by contractors. To ensure timely and contractually compliant responses, we recommend that a full-time Contract and Claims Expert be included in the Key Staff. This expert would provide critical support in addressing contractual matters and resolving potential disputes.	
25.	As we understand, each Package includes 361 schools, classified into 12 different categories based on their design. Each category, referred to as a "prototype," consists of multiple schools having the same design. Please confirm if this understanding is correct.	Yes, understanding of the consultant is correct.
26.	Provisional Sum & Contingencies: Can you confirm whether the provisional sum includes contingencies or if contingencies need to be accounted for separately? Provisional Sum amount = Rs. 30,000,000/- will be added as line items in the financial proposal?	As this is Lump Sum Contract for both the packages, so there is no provision for contingency, please
27.	Assignment Duration <ul style="list-style-type: none"> Please confirm the assignment duration: <ul style="list-style-type: none"> Design Phase: 4 months Supervision Phase: 8 months Is there any possibility of an extension if required 	The duration of the alignment is confirmed; however, the possibility of extension is unknown at this stage.



SELD/SSEIP/CONS-01

SELD/SSEIP/CONS-02

**PACKAGE-01: DESIGN REVIEW AND MILESTONE BASED TOP
CONSTRUCTION SUPERVISION CONSULTING FIRM [SELECTION:
201939]**

**PACKAGE-02: PACKAGE-02: DESIGN REVIEW AND MILESTONE
BASED TOP CONSTRUCTION SUPERVISION CONSULTING FIRM
[SELECTION: 201967]**

ADDENDUM NO. 1 TO THE RFP



ADDENDUM / CORRIGENDUM NO. 01

SELECTION OF CONSULTING SERVICES FOR:

- **SELD/SSEIP/CONS-01: Package-1: Design Review and Milestone Based Top Construction Supervision Consultant for Reconstruction of 361 Flood Affected Fully Damaged Schools, in Six (06) Tehsils of District Khairpur Mirs, Sindh**
- **SELD/SSEIP/CONS-02: Package-2: Design Review and Milestone Based Top Construction Supervision Consultant for Reconstruction of 361 Flood Affected Fully Damaged Schools, in Nine (09) Tehsils of Four (04) Districts (i) District Dadu; (ii) District Kambar-Shahdadkot; (iii) District Larkana; and (iv) District Naushero Feroze, Sindh**

The following amendments have been made in the Request for Proposal under this Addendum, which shall be read and construed as an integral part of Request for Proposal and shall take precedence in case of any conflict / ambiguities in the Request for Proposal and other provisions of the Request for Proposal in respect of package mentioned above.

Section-2: Data Sheet:

1. ITC 12.1: Proposal Validity:

The text under ITC 12.1, Section-2 (Data Sheet) of the Request for Proposal is amended as below:

“

Proposal Validity

Proposals must remain valid for 120 calendar days after the proposal submission deadline (i.e., until: 05 August 2025).

”

In connection to the extended deadline for submission of technical and financial proposal, accordingly the proposal must be valid for 120 days i.e., till **05 August 2025**, therefore:

Package-1:

- Page No. 23 of the Request for Proposal be replaced with the amended Page No. 23 attached at **Annex-I**.

Package-2:

- Page No. 23 of the Request for Proposal be replaced with the amended Page No. 23 attached at **Annex-I**.

2. ITC 17.7 and 17.9: Deadline for the Submission of Proposals:

The text under ITC 17.7 and 17.9, Section-2 (Data Sheet) of the Request for Proposal is amended as below:

“



PROJECT IMPLEMENTATION UNIT
Sindh Secondary Education Improvement Project (SSEIP)
ADB Assisted [Loan No. 3845-PAK and 4409-PAK(COL)]
Government of Sindh
School Education and Literacy Department (SE&LD)



Deadline for the Submission of Proposals

The Proposals must be received at the address below no later than:

Date: 04 April 2025

Time: 11:00 hours (Local Time)

The Proposal submission address is:

Project Director

Project Implementation Unit

Sindh Secondary Education Improvement Project

School Education and Literacy Department, Government of Sindh

Islamic Republic of Pakistan

Address: House No. 17/1, Street No. 31, Khayabaan-e-Shamsheer, Saba Avenue, DHA Phase 5 Extn., Karachi Pakistan

Contact: +92-21-99332182- email: sseipkhipk@gmail.com

The Consultant is requested to submit copies of the Technical Proposal at the same time to ADB HQ in Manila and ADB Resident Mission:

For ADB HQ, Manila:

One (1) softcopy in PDF format to ADB Headquarters, Manila at loanconsultingproposals@adb.org

For ADB Resident Mission in Pakistan:

Pakistan Resident Mission:

Level 8, North Wing, Serena Business Complex, Khayaban-e-Suhrawardy, G-5, Islamabad, Pakistan

Office Hours: 8:00 AM to 5:00 PM (Monday to Friday)

Tel +92 51 2600351 to 69, 2087300

Fax +92 51 2600365 to 66, 2087397 to 98

”

Deadline for submission of Technical and Financial Proposal has been extended from **04 April 2024** to **08 April 2025**, therefore:

Package-1:

- Page No. 28 of the Request for Proposal be replaced with the amended Page No. 28 attached at **Annex-II**.

Package-2:

- Page No. 29 of the Request for Proposal be replaced with the amended Page No. 29 attached at **Annex-II**.

3. ITC 19.1: Opening of Technical Proposals:

The text under ITC 19.1, Section-2 (Data Sheet) of the Request for Proposal is amended as below:

“

N



PROJECT IMPLEMENTATION UNIT
Sindh Secondary Education Improvement Project (SSEIP)
ADB Assisted [Loan No. 3845-PAK and 4409-PAK(COL)]
Government of Sindh
School Education and Literacy Department (SE&LD)



Opening of Technical Proposals

An online option for the opening for the Technical Proposals is offered:

No ✓

The opening shall take place at:

**Office of Project Director, Project Implementation Unit, Sindh
Secondary Education Improvement Project, School Education and
Literacy Department, Government of Sindh**

**Address: Office of the Project Director, PIU, SSEIP, House No. 17/1,
Street No. 31, Khayabaan-e-Shamsheer, Saba Avenue, DHA Phase 5
Extn., Karachi Pakistan**

Telephone: +92-21-99332182

Email: sseipkhipk@gmail.com

Date: 08 April 2025

Time: 1105 hours (PST) Local Time

(Opening of technical proposals will be done immediately after the time of the proposal submission deadline)

”

Date of opening of Technical Proposals has been extended from **04 April 2025** to **08 April 2025**, therefore:

Package-1:

- Page No. 29 of the Request for Proposal be replaced with the amended Page No. 29 attached at **Annex-III**.

Package-2:

- Page No. 30 of the Request for Proposal be replaced with the amended Page No. 30 attached at **Annex-III**.

4. SCC 45.1: Dispute Resolution:

For the national consultant, the following text under SCC 45.1: Dispute Resolution has been added:

“

Dispute Resolutions

Disputes shall be settled by arbitration in accordance with the following provisions:

- 1. Selection of Arbitrators.** *Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (03) arbitrators, in accordance with the following provisions:*

- (a) *Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt*

2



by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the **Fédération Internationale Des Ingénieurs-Conseils (FIDIC) of Lausanne, Switzerland** for a list of not fewer than five (5) nominees and, on receipt of the list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, **Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland** shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

- (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the second arbitrator named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by the International Chamber of Commerce, Paris.
- (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party that has named an arbitrator may apply to the International Chamber of Commerce, Paris to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.
- 2. Rules of Procedure.** Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.
- 3. Substitute Arbitrators.** If, for any reason, an arbitrator is unable to perform his or her function, a substitute shall be appointed in the same manner as the original arbitrator.
- 4. Nationality and Qualifications of Arbitrators.** The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country or of the home country of any of their members or Parties or of the Government's country. For the purposes of this Clause, "home country" means any of:
- (a) the country of incorporation of the Consultant or of any of their members or Parties; or
 - (b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or
 - (c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or



(d) the country of nationality of the Sub-Consultants concerned, where the dispute involves a subcontract.

5. Miscellaneous. In any arbitration proceeding hereunder:

- (a) proceedings shall, unless otherwise agreed by the Parties, be held in a country selected and agreed by both the Parties i.e., the Client and the Consultants.
- (b) the **English** language shall be the official language for all purposes; and
- (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

For National Consultants:

Disputes shall be settled by arbitration in accordance with the provisions of Arbitration Act 1940 of Pakistan, as amended from time to time:

- 1. Selection of Arbitrators.** Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the provisions of Arbitration Act 1940 of Pakistan, as amended from time to time.
- 2. Rules of Procedure.** Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the provisions of Arbitration Act 1940 of Pakistan, as amended from time to time.
- 3. Miscellaneous.** In any arbitration proceeding hereunder:
 - (a) proceedings shall, unless otherwise agreed by the Parties, be held in Karachi Pakistan.
 - (b) the English language shall be the official language for all purposes; and
 - (c) the decision of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

”

Therefore:

Package-1:

- Pages No. 120 and 121 related to SCC 45.1 of the Request for Proposal be replaced with the amended Pages No. 120, and 121 attached at **Annex-IV**.

Package-2:

- Page No. 125 and 126 related to SCC 45.1 of the Request for Proposal be replaced with the amended Page No. 125, and 126 attached at **Annex-IV**



PROJECT IMPLEMENTATION UNIT
Sindh Secondary Education Improvement Project (SSEIP)
ADB Assisted [Loan No. 3845-PAK and 4409-PAK(COL)]
Government of Sindh
School Education and Literacy Department (SE&LD)



Other terms and conditions shall remain same.

X.....X.....X.....X.....X

Muhammad Rizwan Soomro

Project Director
PIU-SSEIP, SE&LD

Dated: **20 March 2025**

SELD/SSEIP/CONS-01

**PACKAGE-01: DESIGN REVIEW AND MILESTONE BASED TOP
CONSTRUCTION SUPERVISION CONSULTING FIRM ISELECTION:
201939I**

ANNEXURE-I

	<p>(5) TECH-3 (6) TECH-4 (7) TECH-5 (8) TECH-6</p> <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal (if applicable):</p> <p>(1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4</p> <p>Proof of legal status establish Consultant's legal capacity to enter into binding and enforceable contracts and shall be supported by the following or its equivalent as deemed acceptable by the Bank:</p> <ul style="list-style-type: none"> • Certificate of incorporation in an ADB member country • Partnerships duly organized in an ADB member country • Universities, institutions, public sector organizations, and nongovernment organizations that are not legally incorporated shall provide other documentation that establishes their legal capacity to enter into binding and enforceable contracts with the Client (such as charter, statute, etc.). <p><i>[Please refer to CHECKLIST OF REQUIRED FORMS in Section 3.]</i></p>
12.1	<p><u>Proposal Validity</u></p> <p>Proposals must remain valid for 120 days calendar days after the proposal submission deadline (i.e., until: 05 August 2025).</p>
13.1	<p><u>Clarification of Request for Proposal</u></p> <p>Clarifications may be requested no later than Fifteen (15) days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is:</p> <p>Project Director Project Implementation Unit Sindh Secondary Education Improvement Project School Education and Literacy Department, Government of Sindh Islamic Republic of Pakistan Address: House No. 17/1, Street No. 31, Khayabaan-e-Shamsheer, Saba Avenue, DHA Phase 5 Extn., Karachi Pakistan Contact: +92-21-99332182– email: sseipkhipk@gmail.com</p>



SELD/SSEIP/CONS-02

**PACKAGE-02: PACKAGE-02: DESIGN REVIEW AND MILESTONE
BASED TOP CONSTRUCTION SUPERVISION CONSULTING FIRM
[SELECTION: 201967]**

ANNEXURE-I

	<ol style="list-style-type: none"> (1) Power of Attorney to sign the Proposal (2) Proof of Legal Status and Eligibility (3) TECH-1 (4) TECH-2 (5) TECH-3 (6) TECH-4 (7) TECH-5 (8) TECH-6 <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal (if applicable):</p> <ol style="list-style-type: none"> (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 <p>Proof of legal status establish Consultant's legal capacity to enter into binding and enforceable contracts and shall be supported by the following or its equivalent as deemed acceptable by the Bank:</p> <ul style="list-style-type: none"> • Certificate of incorporation in an ADB member country • Partnerships duly organized in an ADB member country • Universities, institutions, public sector organizations, and nongovernment organizations that are not legally incorporated shall provide other documentation that establishes their legal capacity to enter into binding and enforceable contracts with the Client (such as charter, statute, etc.). <p><i>[Please refer to CHECKLIST OF REQUIRED FORMS in Section 3.]</i></p>
12.1	<p><u>Proposal Validity</u></p> <p>Proposals must remain valid for 120 days calendar days after the proposal submission deadline (i.e., until: 05 August 2025).</p>



SELD/SSEIP/CONS-01

**PACKAGE-01: DESIGN REVIEW AND MILESTONE BASED TOP
CONSTRUCTION SUPERVISION CONSULTING FIRM (SELECTION:
201939)**

ANNEXURE-II

17.7 and 17.9

Deadline for the Submission of Proposals

The Proposals must be received at the address below no later than:

Date: **08 April 2025**

Time: **11:00 hours (Local Pakistan Standard Time)**

The Proposal submission address is:

**Project Director
Project Implementation Unit
Sindh Secondary Education Improvement Project
School Education and Literacy Department, Government of Sindh
Islamic Republic of Pakistan
Address: House No. 17/1, Street No. 31, Khayabaan-e-Shamsheer,
Saba Avenue, DHA Phase 5 Extn., Karachi Pakistan
Contact: +92-21-99332182– email: sseipkhipk@gmail.com**

The Consultant is requested to submit copies of the Technical Proposal at the same time to ADB HQ in Manila and ADB Resident Mission:

For ADB HQ, Manila:

One (1) softcopy in PDF format to ADB Headquarters, Manila at
loanconsultingproposals@adb.org

For ADB Resident Mission in Pakistan:

**Pakistan Resident Mission:
Level 8, North Wing, Serena Business Complex, Khayaban-e-
Suhrawardy, G-5, Islamabad, Pakistan
Office Hours: 8:00 AM to 5:00 PM (Monday to Friday)
Tel +92 51 2600351 to 69, 2087300
Fax +92 51 2600365 to 66, 2087397 to 98**

SELD/SSEIP/CONS-02

**PACKAGE-02: PACKAGE-02: DESIGN REVIEW AND MILESTONE
BASED TOP CONSTRUCTION SUPERVISION CONSULTING FIRM
[SELECTION: 201967]**

ANNEXURE-II

17.7 and 17.9

Deadline for the Submission of Proposals

The Proposals must be received at the address below no later than:

Date: **08 April 2025**

Time: **11:00 hours (Local Pakistan Standard Time)**

The Proposal submission address is:

Project Director

Project Implementation Unit

Sindh Secondary Education Improvement Project

School Education and Literacy Department, Government of Sindh

Islamic Republic of Pakistan

**Address: House No. 17/1, Street No. 31, Khayabaan-e-Shamsheer,
Saba Avenue, DHA Phase 5 Extn., Karachi Pakistan**

Contact: +92-21-99332182– email: sseipkhipk@gmail.com

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Tel +92 51 2600351 to 69, 2087300

Fax +92 51 2600365 to 66, 2087397 to 98

SELD/SSEIP/CONS-01

**PACKAGE-01: DESIGN REVIEW AND MILESTONE BASED TOP
CONSTRUCTION SUPERVISION CONSULTING FIRM (SELECTION:
201939)**

ANNEXURE-III

19.1	<p><u>Opening of Technical Proposals</u></p> <p>An online option for the opening for the Technical Proposals is offered: No ✓</p> <p>The opening shall take place at:</p> <p>Office of Project Director, Project Implementation Unit, Sindh Secondary Education Improvement Project, School Education and Literacy Department, Government of Sindh</p> <p>Address: Office of the Project Director, PIU, SSEIP House No. 17/1, Street No. 31, Khayabaaan-e-Shamsheer Saba Avenue, DHA Phase 5 Extn., Karachi Pakistan</p> <p>Telephone: +92-21-99332182</p> <p>Email: sseipkhipk@gmail.com</p> <p>Date: 08 April 2025 Time: 1105 hours (PST) Local Time</p> <p><i>(Opening of technical proposals will be done immediately after the time of the proposal submission deadline)</i></p>
19.2	<p><u>Information to be read out and recorded during the opening of the Technical Proposals</u></p> <p>In addition, the following information will be read aloud at the opening of the Technical Proposals:</p> <p>Confirmation that invitation to submit proposal was not transferred to another party.</p>
20.2	<p><u>Financial Proposal Evaluation</u></p> <p>The Client will follow the Guidance Note for Financial Evaluation. ADB. 2021. Guidance Note on Financial Proposal Evaluation (Loans/Grants), Manila. https://www.adb.org/documents/guidance-note-financial-proposal-evaluation-loans-grants</p>
21.1	<p><u>Evaluation Criteria</u></p> <p>The evaluation criteria, sub-criteria, and point system are specified in the Summary and Personnel Evaluation Sheets that are attached to the Data Sheet as Appendix 1.</p> <p>The minimum technical score (St) required to pass is: 750 (maximum 1000 points)</p>

SELD/SSEIP/CONS-02

**PACKAGE-02: PACKAGE-02: DESIGN REVIEW AND MILESTONE
BASED TOP CONSTRUCTION SUPERVISION CONSULTING FIRM
[SELECTION: 201967]**

ANNEXURE-III

19.1	<p><u>Opening of Technical Proposals</u></p> <p>An online option for the opening for the Technical Proposals is offered: No ✓</p> <p>The opening shall take place at:</p> <p>Office of Project Director, Project Implementation Unit, Sindh Secondary Education Improvement Project, School Education and Literacy Department, Government of Sindh</p> <p>Address: Office of the Project Director, PIU, SSEIP House No. 17/1, Street No. 31, Khayabaaan-e-Shamsheer Saba Avenue, DHA Phase 5 Extn., Karachi Pakistan</p> <p>Telephone: +92-21-99332182</p> <p>Email: sseipkhipk@gmail.com</p> <p>Date: 08 April 2025 Time: 1105 hours (PST) Local Time</p> <p><i>(Opening of technical proposals will be done immediately after the time of the proposal submission deadline)</i></p>
19.2	<p><u>Information to be read out and recorded during the opening of the Technical Proposals</u></p> <p>In addition, the following information will be read aloud at the opening of the Technical Proposals:</p> <p>Confirmation that invitation to submit proposal was not transferred to another party.</p>
20.2	<p><u>Financial Proposal Evaluation</u></p> <p>The Client will follow the Guidance Note for Financial Evaluation. ADB. 2021. Guidance Note on Financial Proposal Evaluation (Loans/Grants), Manila. https://www.adb.org/documents/guidance-note-financial-proposal-evaluation-loans-grants</p>
21.1	<p><u>Evaluation Criteria</u></p> <p>The evaluation criteria, sub-criteria, and point system are specified in the Summary and Personnel Evaluation Sheets that are attached to the Data Sheet as Appendix 1.</p> <p>The minimum technical score (St) required to pass is: 750 (maximum 1000 points)</p>

SELD/SSEIP/CONS-01

**PACKAGE-01: DESIGN REVIEW AND MILESTONE BASED TOP
CONSTRUCTION SUPERVISION CONSULTING FIRM (SELECTION:
201939)**

ANNEXURE-IV

41.2.4	<p><u>The Consultant's Accounts</u> The accounts are: for foreign currency: <i>[insert account]</i>. for local currency: <i>[insert account]</i>.</p>
42.1	<p><u>Interest rate on delayed payments</u> The interest rate is: <i>[insert rate]</i>.</p>
45.1	<p><u>Dispute Resolutions</u></p> <p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (03) arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the Fédération Internationale Des Ingénieurs-Conseils (FIDIC) of Lausanne, Switzerland for a list of not fewer than five (5) nominees and, on receipt of the list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the second arbitrator named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by the International Chamber of Commerce, Paris. (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party that has named an arbitrator may apply to the International Chamber of Commerce, Paris to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute. 2. Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.

3. **Substitute Arbitrators.** If, for any reason, an arbitrator is unable to perform his or her function, a substitute shall be appointed in the same manner as the original arbitrator.
4. **Nationality and Qualifications of Arbitrators.** The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country or of the home country of any of their members or Parties or of the Government's country. For the purposes of this Clause, "home country" means any of:
 - (a) the country of incorporation of the Consultant or of any of their members or Parties; or
 - (b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or
 - (c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or
 - (d) the country of nationality of the Sub-Consultants concerned, where the dispute involves a subcontract.
5. **Miscellaneous.** In any arbitration proceeding hereunder:
 - (a) proceedings shall, unless otherwise agreed by the Parties, be held in a country selected and agreed by both the Parties i.e., the Client and the Consultants.
 - (b) the **English** language shall be the official language for all purposes; and
 - (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

For National Consultants:

Disputes shall be settled by arbitration in accordance with the provisions of Arbitration Act 1940 of Pakistan, as amended from time to time:

1. **Selection of Arbitrators.** Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the provisions of Arbitration Act 1940 of Pakistan, as amended from time to time.
2. **Rules of Procedure.** Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the provisions of Arbitration Act 1940 of Pakistan, as amended from time to time.
3. **Miscellaneous.** In any arbitration proceeding hereunder:
 - (a) proceedings shall, unless otherwise agreed by the Parties, be held in Karachi Pakistan.
 - (b) the English language shall be the official language for all purposes; and
 - (c) the decision of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

SELD/SSEIP/CONS-02

**PACKAGE-02: PACKAGE-02: DESIGN REVIEW AND MILESTONE
BASED TOP CONSTRUCTION SUPERVISION CONSULTING FIRM
[SELECTION: 201967]**

ANNEXURE-IV

45.1	<p><u>Dispute Resolutions</u></p> <p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (03) arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the Fédération Internationale Des Ingénieurs-Conseils (FIDIC) of Lausanne, Switzerland for a list of not fewer than five (5) nominees and, on receipt of the list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the second arbitrator named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by the International Chamber of Commerce, Paris. (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party that has named an arbitrator may apply to the International Chamber of Commerce, Paris to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute. 2. Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract. 3. Substitute Arbitrators. If, for any reason, an arbitrator is unable to perform his or her function, a substitute shall be appointed in the same manner as the original arbitrator. 4. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country or of the home country of any of their members or Parties or of the
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	<p>Government's country. For the purposes of this Clause, "home country" means any of:</p> <ul style="list-style-type: none"> (a) the country of incorporation of the Consultant or of any of their members or Parties; or (b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or (c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or (d) the country of nationality of the Sub-Consultants concerned, where the dispute involves a subcontract. <p>5. Miscellaneous. In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"> (a) proceedings shall, unless otherwise agreed by the Parties, be held in a country selected and agreed by both the Parties i.e., the Client and the Consultants. (b) the English language shall be the official language for all purposes; and (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement. <p><u>For National Consultants:</u></p> <p>Disputes shall be settled by arbitration in accordance with the provisions of Arbitration Act 1940 of Pakistan, as amended from time to time:</p> <ul style="list-style-type: none"> 1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the provisions of Arbitration Act 1940 of Pakistan, as amended from time to time. 2. Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the provisions of Arbitration Act 1940 of Pakistan, as amended from time to time. 3. Miscellaneous. In any arbitration proceeding hereunder: <ul style="list-style-type: none"> (a) proceedings shall, unless otherwise agreed by the Parties, be held in Karachi Pakistan. (b) the English language shall be the official language for all purposes; and (c) the decision of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
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