



**Ministry of Federal Education & Professional Training
Islamabad**

REQUEST FOR PROPOSAL

**Establishment of Primary School at Plot No. 20, F-11/2, Islamabad through
Public Private Partnership**

The Ministry of Federal Education & Professional Training, hereby, invites sealed bids from eligible Bidders, must be legally registered under the laws of the country, for **“Establishment of School through PPP mode at Plot No. 20, Sector F-11/2, Islamabad (2.6 acres) On Build, Operate and Transfer Basis”**. Bidding will be conducted through national competitive procurement using Request for Proposals (RFP) and is open to all eligible Bidders that meet the qualification and eligibility criteria defined in the bidding document.

Interested eligible Bidders may obtain further information from the Office of **Director (P&D), on address given below**. Bidding will be conducted through the **“SINGLE STAGE-TWO ENVELOPE”** Request for Proposal method using national market approach and is open to all eligible Bidders.

The eligible Bidders may download the Bidding Document in English at **no cost** from M/o FE&PT and PPRA websites. Bidders opting to download the Bidding Documents from the website, shall inform the Ministry of Federal Education & Professional Training, Islamabad, in writing at the address given below failing which the Ministry shall not be responsible if they do not receive clarifications and amendments, if any from the Ministry.

A **Pre-Bid Meeting** shall take place on the 8th June, 2023, 11:00 AM at address given below. Bids must be delivered to the address below by **15th June, 2023 at 1100 hours** which will be publicly opened in the presence of the Bidders' representatives and anyone who chooses to attend at the address given below on the due date of submission at **1130 hours. Electronic bidding is not permitted. Late Bids will be rejected.**

Bids must be accompanied by a **“Bid Security”** of 10 Million (Ten Million) PKR in favor of Ministry of Federal Education & Professional Training, Islamabad, as per the prescribed format, provided in the bidding document.

Inam Jahangir,
Director (P&D),

Federal Directorate of Education, M/o FE&PT
Address: Saqib Ghani Shaheed Model School for Boys (VI-X),
G-9/1 Islamabad Ph: +92-051-9260899
Email: dir.planning@fde.gov.pk Web: www.mofept.gov.pk

**GOVERNMENT OF PAKISTAN
MINISTRY OF FEDERAL EDUCATION & PROFESSIONAL TRAINING
FEDERAL DIRECTORATE OF EDUCATION
ISLAMABAD**

Request for Proposal

**Establishment of Primary School at Plot No. 20, F-11/2, Islamabad through
Public Private Partnership**



May 2023

**Planning & Development Section
Federal Directorate of Education
Islamabad**

REQUEST FOR PROPOSAL

Part I: Introduction:

- 1.1 Ministry of Federal Education and Professional Training is responsible for providing the formal education in the Islamabad Capital Territory (ICT) through Federal Directorate Education (the, "FDE"). Currently 425 Primary, Secondary and Higher Secondary level schools / colleges for boys and girls are functioning under the ambit of FDE. There are 572,136 students enrolled in all schools of ICT, including 225,188 enrolled in FDE schools. However, during the past one decade there has been a massive expansion in the covered area in terms of expansion in residential sectors of ICT which led to an increased demand for establishment of new schools to cater for the needs of the ever-growing population of ICT. Capital Development Authority (CDA) as per sectors layout plan has earmarked land for establishment of 24 new institutions in different sectors. It is also worth mentioning that FDE cannot induct more students in the existing school facilities to facilitate the new incoming students every year, therefore there is a clear and well-established demand for establishing new schools in ICT. Consequently, the FDE resolved that private sector should be invited to invest in establishment of new school facilities so that out of school children (OOSC) situation can be mitigated, controlled and minimized to zero in near future. It is also intention of the FDE that private sector shall bring innovative solutions for departing affordable quality education to children and earn a reasonable rate of return.

In view of the above, the Ministry has decided to involve private investment through Public Private Partnership for establishment of new schools in the sectors where land has been provided by CDA for educational purpose. Initially, one school will be established through PPP mode at F-11/2 in accordance with the relevant provisions of the P3A Act, 2017 (as amended). The land will be provided by M/o Federal Education and Professional Training (the, "FE&PT") and investor will bear all cost for establishment of the school i.e., infrastructure, civil works, E&M and all the operational cost of the school. 1.2 FDE envisages and desires private sector to come up with the best and affordable education system for the residents of Islamabad. The private parties are required to come up with the development, designing, financing, construction, implementation, operation and maintenance of the Project throughout the term of the Project, as has been defined hereinbelow, by investing the equity and raising of commercial debt on Design, Build, Finance and Operate (the, "DBFMO") mode of PPP model.

- 1.3 The Selected Bidder (the, "Concessionaire") shall be responsible for designing, financing, construction, operation, maintenance and management of the Project under and in accordance with the provisions of a concession agreement to be entered into between the Selected Bidder and the [Insert who is going to sign the Concession Agreement] in the form provided and appended hereto with this Request for Proposal.
- 1.4 The draft concession agreement sets forth the detailed terms and conditions for grant of concession to the Selected Bidder, as concessionaire, including the scope of the concessionaire's services and obligations (the, "Concession").

- 1.5 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the FDE's rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the FDE.
- 1.6 FDE shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by FDE pursuant to this RFP, as modified, altered, amended and clarified from time to time by FDE (collectively the, "Bidding Documents"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in this RFP for submission of Bids (the, "Bid Due Date").
- 1.7 The Bidding Documents include the draft Concession Agreement for the Project which will be provided to the Bidders on or near [Insert Date]. The aforesaid documents and any addenda issued subsequent to this RFP Document will be deemed to form part of the Bidding Documents.
- 1.8 The details of the process to be followed at the Bid Stage and the terms thereof are spelt out in this RFP.
- 1.9 RFP includes PART-II "Instructions to Bidders", which is briefly described as follows:
 - A. A description of the Project; including a statement of the objectives, scope, expected output and basic, non-negotiable, parameters of the Concession;
 - B. The Minimum Technical Parameters required of Bidders to be considered responsive;
 - C. The Minimum Financial Data required of Bidders to be considered responsive;
 - D. The evaluation criteria to be used by FDE to determine the highest evaluated bid, price and other factors considered;
 - E. Proposal submission procedures; including, *inter-alia*, the date, time and location of proposal submission, validity period, and the permissible mode of proposal transmission.

Following Appendices are attached, as integral part of RFP, for consideration of the Bidders.

Appendix - 1: Project Description and Scope of Work

Appendix - 2: Format of Bid Security

Appendix - 3: Construction Performance Standards & Design Criteria

Appendix - 4: Operations and Maintenance Requirements

Appendix - 5: Format of Curriculum Vitae

Appendix - 6: Public Private Partnership Authority Act, 2017

Appendix - 7: Bid Forms of Technical Proposal

A. Bidder's information Form

B. Specific Experience in School Management

C. Non-Blacklisting

D. Financial Qualification - Net Worth

Appendix - 8: Bid Forms of Financial Proposal

A. Financial Data Forms

B. Work Breakdown Structure for Construction Cost

C. Work Breakdown Structure for Project Cost

Appendix - 9: Draft Concession Agreement

In case any discrepancy is found between, Instructions to Bidders and its Appendices, except Appendix-8, the stipulation of Instructions to Bidders shall prevail.

Part II: Instructions to Bidders

A. General:

A.1 General terms of Bidding

- 1.1 No Bidder shall submit more than one Bid for the Project.
- 1.2 Unless the context otherwise requires, the terms not defined in this RFP, but defined in the draft Concession Agreement shall have the meaning assigned thereto in the draft Concession Agreement. Moreover, the detailed terms specified and defined in the draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.
- 1.3 The Bid should be furnished in the format as prescribed under this RFP along with Annexes and supporting documents, and signed by the Bidder's authorized signatory.
- 1.4 The Bidder shall deposit a Bid Security of total Rs. [10 Million] in accordance with the provisions of this RFP. The Bidder has the option to provide the Bid Security either as a Demand Draft or in the form of a Bank Guarantee acceptable to FDE, as per prescribed format. The validity period of the Bank Guarantee or Demand Draft, as the case may be, shall not be less than (180) days from the Bid Due Date. The performance guarantee of 1% must be given and should be valid from the date of its submission to the end of the end of concession period (concession period) in the amount at 1% of the final Project Cost. However, the condition of performance security is applicable only on companies operating under commercial law and non-profit and not-for-profit bidders will be exempted and shall be required to submit a performance undertaking from their Board etc by using a modified format of performance security
- 1.5 The Bidder should submit a Power of Attorney as per prescribed format authorizing the signatory of the Bid to commit the Bidder.
- 1.6 Any condition or qualification or any other submission contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 1.7 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language. Any certificate or document in vernacular should be accompanied by an English translation, duly authenticated and certified by the Applicant as the true copy thereof. At any time before the submission of Bids, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Bidders/ s and will be binding on them. Bidders shall acknowledge receipt of all amendments. To give Bidder reasonable time in which to take an amendment into account in their Bids the Client may, if the amendment is substantial, extend the deadline for the submission of Bids.
- 1.8 This RFP is not transferable.

- 1.9 Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.
- 1.10 Failure of the successful Bidder to comply with the requirement of Instruction to Bidders shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Government may make the award to the next lowest evaluated Bidder or call for new Bids.
- 1.11 Information relating to evaluation of Bids and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Bids or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Bid.
- 1.12 Government reserves the right at the time of contract award to increase or decrease inputs or outputs originally specified in the Statement of Work without any change in unit price or other terms and conditions. Provided such variation does not affect the basis of advertisement threshold; as provided at PPRA rules on basis of originally estimated cost.
- 1.13 Government may seek clarification of Technical Bids. However, no Bidders shall be allowed to alter or modify their Technical Bids. However, the Government may seek and accept clarifications to the bid that do not change the substance of the Bid. Change in substance of Technical Bid refers to amendments that i) alter the materiality of the Bid to an extent that an otherwise non-responsive Bid becomes responsive and/or ii) prejudice or affect the relative ranking of any Bidders.
- 1.14 The Bidder may modify or withdraw its Bid after the submission, provided that written notice of the modification, including substitution or withdrawal of the Bid, is received by the Government prior to the deadline prescribed for submission of Bids. No Bid may be modified after the deadline for submission.
- 1.15 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid validity specified at ITC 11. Withdrawal of a Bid during this interval may result affect prospects of future participation in Government 's procurements.
- 1.16 The Bidder will be subject to all admissible duties and taxes etc unless exempted by relevant tax authority for which Bidder/ s will be required to provide necessary documentation regarding tax exemption from relevant tax authorities. Client assumes no responsibility whatsoever to undertake tax exemption cases on behalf of Bidders. Whenever applicable, it is the responsibility of the Bidders, before completing Financial Bids, to contact the relevant tax authorities to determine the tax amount to be paid by the Bidders under the Contract.
- 1.17 Financial Bids are required to be inclusive of all applicable taxes. If a Bidder submits a Bid exclusive of taxes it will considered to be inclusive of all taxes.

- 1.18 Any Bid received by Government after the deadline for submission of bids prescribed by the Government pursuant to ITC (Instruction to Bidders) will be rejected and returned unopened to the Bidder.
- 1.19 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Bidders will, as a pre-requisite for attendance at the negotiations, confirm its continued eligibility. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Bidder. In absence of a next-ranked Bidder Government at its discretion evaluate the situation may decide on terminating the procurement process or otherwise in accordance with PPRA Rules and PPP Act.
- 1.20 The financial negotiations will include a clarification (if any) of the Bidders' tax and other liabilities as a result of the ensuing contract. Bidder will provide the Client with all of the requested information to complete its financial evaluation.
- 1.21 Notwithstanding anything contained in ITC above negotiations will only be valid if they are held publicly between authorized representatives of bidder and majority members of Evaluation Committee nominated by Procuring Agency.
- 1.22 The Government reserves the right to accept or reject any Bid, and to annul the procurement process and reject all Bids at any time prior to contract award.

B. Change in Ownership

- 2.1 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of an associate whose Technical Capacity and/or Financial Capacity was taken into consideration for the purposes of evaluation, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the FDE forthwith along with all relevant particulars about the same and the FDE may, in its sole discretion, disqualify the Bidder or withdraw the Letter of Award from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated with the FDE being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, FDE shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to FDE under the Bidding Documents and/or the Concession Agreement or otherwise.

2.2 Cost of Bidding

The Bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process. FDE will

not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.3 **Site visit and verification of information**

2.3.1 Bidders are encouraged to submit their respective Bids after ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, availability of students, educational levels, other schools in adjacent areas, means of transport for children and any other matter considered relevant by them.

2.3.2 It shall be deemed that by submitting a Bid, the Bidder has:

- (a) made a complete and careful examination of the Bidding Documents;
- (b) received all relevant information requested from the FDE;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of FDE relating to any of the matters referred to in Clause B.3.1 above.
- (d) satisfied itself about all matters, things and information including matters referred to in Clause B.3.1 hereinabove necessary and required for submitting an informed Bid, construction and operation of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- (e) acknowledge and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any matters referred to in Clause B.3.1 hereinabove shall not be a basis for any nay claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from FDE, or a ground for termination of the Concession Agreement by the Concessionaire;
- (f) acknowledge that it does not have a conflict of interest; and
- (g) agreed to be bound by the undertakings provided by it under and in terms hereof;

2.3.3 FDE shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to this RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by FDE.

2.4 **Verification and Disqualification**

2.4.1 FDE reserves the right to verify all statements, information and documents submitted by the Bidder in response to RFP or the Bidding Documents and the Bidder shall, when so required by FDE, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by FDE shall not relieve the Bidder of

its obligation or liabilities hereunder nor will it affect any rights of FDE thereunder.

- 2.4.2 FDE reserves the right to reject any Bid and appropriate the Bid Security if:
- (a) at any time, a material misrepresentation is made or uncovered, or
 - (b) the Bidder does not provide, within the time specified by FDE, the supplemental information sought by FDE for evaluation of the Bid.

Such misrepresentation/improper response shall lead to the disqualification of the Bidder. If such disqualification/rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified/rejected, then FDE reserves the right to:

- (i) invite the Bidder with the next highest score in accordance with the terms of this RFP; Or
- (ii) take any such measure as may be deemed fit in the sole discretion of FDE, including annulment of the Bidding Process.

- 2.4.3 In case if it found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, that one or more of the evaluation conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the Letter of Award or entering into of the Concession Agreement, and if the Selected Bidder has already been issued the Letter of Award or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by communication in writing by FDE to the Selected Bidder or the Concessionaire, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire. In such an event, FDE shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to FDE under the Bidding Documents and/or the Concession Agreement, or otherwise.

C. DOCUMENTS

3.1 Contents of the RFP

- 3.1.1 This RFP comprises of the contents as listed below, and will additionally include any Addenda issued in accordance with relevant clause of this RFP.

Invitation for Bids

Part I: Introduction

Part II: Instruction to Bidders

- Part III: Scope of the Project
- Part IV: Bidding Process
- Part V: Evaluation of Bids
- Part VI Miscellaneous

Appendices

[to be included]

3.2 The Draft Concession Agreement provided by FDE as part of the Bid Documents shall be deemed to be part of this RFP.

3.3 Clarifications

3.3.1 Bidders requiring any clarification on the RFP may notify FDE in writing, either through e-mail or by courier services in accordance with this RFP. The Bidders should send their queries on or before the date mentioned in the Schedule of Bidding Process. FDE shall endeavour to respond to the queries within the period specified therein, but no later than 15 days prior to the Bid Due Date. The responses will be sent in writing, either through e-mail or by courier service. FDE will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

3.3.2 FDE shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, FDE reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring FDE to respond to any question or to provide any clarification.

3.4 Amendment of RFP

3.4.1 At any time prior to the Bid Due Date, FDE may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

3.4.2 Any Addendum issued hereunder will be in writing and shall be sent to all the Bidders, either through e-mail or courier service.

3.4.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, FDE may, in its sole discretion, extend the Bid Due Date.

3.5 Schedule of Bidding Process

FDE shall endeavour to adhere to the following schedule:

Event Description	Date
1. Last date for receiving queries	08-06-2023
2. Pre-Bid conference	08-06-2023
3. Authority response to queries	Director (P&D). FDE
4. Bid Due Date	15-06-2023, 1100 Hrs

5. Opening of Bids	15-06-2023, 1130 Hrs
6. Technical Evaluation of Bids	Will be announced
7. Announcement of Technical Evaluation Scores	Will be announced
8. Financial Bid Opening of technically qualified Bidders	Will be announced
9. Announcement of Successful Bidder	Will be announced
10. Validity of Bids	Will be announced
11. Issuance of Letter of Intent	Will be announced
12. Negotiations of Concession Agreement	Will be announced
13. Issuance of Letter of Award	Will be announced
14. Signing of Concession Agreement	Will be announced

4. Part III Scope of the Project

4.1 The detailed scope of the work is attached at Appendix-I.

4.2 The Concession

FDE envisages granting an exclusive and non-assignable Concession to the selected bidder to undertake, develop, design, finance, construct, manage, operate, maintain and, at the end of the Concession Period, transfer to FDE all the Project Assets, including but not limited to, building, permanent and temporary civil works, allied civil works erected for the purposes of the Project, furniture, fixtures and equipment purchased for the project. The Concession will also include the exclusive right, subject to the terms of the Concession Agreement, of the selected Bidder to collect fee and other annual charges from the students, except 20% of enrolled students during the Concession Period. The Concession Agreement shall include the terms and parameters of the Concession as contained herein. FDE expects that changes in the DCA shall be kept to a minimum level; however, both the parties in good faith shall make efforts to protect the interests of each other for the success of the Project. Bidders are expected to address all of the aspects of the DCA in their submissions. The form and content of the negotiated Concession Agreement ("CA") are expected to conform closely to the DCA included here as **Appendix-11**.

A.4 Basic, Non-Negotiable Parameters of the Concession

Following are the basic parameters of the Concession. The bidders are required to consider these parameters, as fixed and non-negotiable, for preparing their bid proposals:

a. Construction Period:

Construction period for the Project will be twenty-four (24) months, after approval from CDA, commencing from the date of delivery of vacant possession of land in accordance with the terms of the Concession Agreement.

b. Bid security:

For a Bid to be responsive, each Bidder is required to provide, as a part of its Technical Proposal, a Bid Security in the amount of PKR 10,000,000 (Pak Rupees ten million only). The Bid Security shall be denominated in Pakistani Rupees, and shall be in the form as detailed under Section D.5.1 of this RFP.

d. Project Risks:

The Concessionaire, *inter-alia*, shall exclusively bear all the commercial risks, including demand risk, revenue risk, including low enrolment rate, cost & time overrun, design, construction and performance risks.

e. Rules & Regulations:

The rules and regulations, manuals and standards made by FDE/ PPPA shall apply on the Project for the purposes of achieving harmony and uniformity. (Alternate Draft) The Private Party shall adhere to the rules/regulations, manuals and standards made by FDE for provision of education so that it is aligned with the provision of education as is being carried out in other schools controlled by FDE. However, subject to the prior approval by FDE new methods and modern tools can be introduced by the private party for departing quality education.

f. Provision of library:

The private party shall establish a well-equipped library for the benefit of the students.

g. Sport facilities and allied sports equipment:

The private party shall establish sport facilities, grounds and provide with adequate equipment for different sports.

h. Science labs:

The private party shall establish science labs befitting the educational requirements of the students.

i. Auditorium:

As per requirements and depending upon the maximum strength of the students, the private party shall establish an auditorium for carrying out student functions and performance of extra-curricular activities.

j. Breakdown of per month fee of a single students:

The private party shall provide a per month fee for each class to be charged from a student per class levels, which shall be the qualification criteria.

k. Curriculum:

The Bidder shall adhere to the curriculum of all other schools being operated and maintained by FDE within its jurisdiction.

I. Project Environment:

The Bidder (as Concessionaire) shall keep the Construction Area in a safe condition in compliance with the environmental requirements in accordance with the law of Pakistan.

m. Transfer of Project:

At the end of the Concession Period, the Project shall be returned to FDE in a well-maintained operational condition.

A.5 Disclaimer

All information, assumptions and projections contained in the RFP including its appendices are indicative only and are provided solely to assist in a preliminary assessment of the Project. Nothing in these documents or elsewhere shall create any contractual relationship between the FDE and any Bidder, nor shall it commit the FDE to any policy described in these documents or elsewhere and neither Government of Pakistan nor the FDE or any of its consultants or advisers will have any liability or responsibility if the information, assumptions or projections contained herein or otherwise in respect of the Project prove to be incorrect. It is the responsibility of the Bidder to verify the information, assumptions and projections contained in these documents or elsewhere.

A.6 Bribery & Collusion

The FDE shall be entitled to reject the Bid or terminate the Concession Agreement (if signed) and recover from the successful Bidder the amount of any loss resulting from such termination if the successful Bidder shall have offered or given to any person any gift or consideration of any kind as an inducement or reward for doing, or forbearing to do, any action in relation to obtaining, or execution of the Concession or any other contract with the FDE, or for showing favour to any person in relation to the Concession or any other contract with the FDE, or if any of the like acts shall have been done by any person employed by the successful Bidder or acting on its behalf (whether with or without the knowledge of the successful Bidder), or if the successful Bidder shall have come to any agreement with another Bidder or number of Bidders whereby an agreed quotation or estimate shall be offered as a Bid to the FDE by one or more Bidders.

B. Minimum Technical Information Required

The minimum technical information FDE requires Bidders to submit in their Technical Proposal to be considered responsive to the technical requirements are set out in Sections B.1 to B.4 below:

B.1 Mandatory Submission:

Following information / documentation is mandatory for the Bidders to submit as part of Technical Proposal, to be considered responsive:

B.1.1 Executive Summary

A covering letter identifying the company(s), firm(s), joint venture(s) or consortium, the relationship of the parties, the lead and associated company(s)/firm(s) and an Executive Summary of the Bidder's Technical Proposal (not to exceed five pages)

B.1.2 Power of Attorney

A Power of Attorney to the signatory of the Bid on following format must accompany the Bid:

- Principal (issuing authority of Power of Attorney) shall provide the legal documents establishing his authority of issuing the Power of Attorney on behalf of Firm / Company I (for all partners of JV/ consortium);
- The name, designation / title in the Firm / Company, of the person issuing the Power of Attorney must be mentioned on the Power of Attorney;
- The Power of Attorney shall be submitted on the Company's letterhead;
- The Power of Attorney shall be in original with original signatures (scanned and electronic signature shall not be acceptable);
- The Power of Attorney shall bear the name, specimen signature, specimen initial of the signatory of the Bid as well as his designation / title in the Firm / Company and identification number (CNIC/ Passport No.)

B.1.3 Copy of articles of incorporation/legal documents of private parties (companies/ firms etc.)

- All the private parties that comprise the bidder in case of JV/ Consortium, or a single entity, as the case may be, shall submit copy(ies) of articles of incorporation, memorandum of association or any other legal documents of incorporation pertaining to registration with SECP (Securities & Exchange Commission of Pakistan) or the Registrar of Firms.
- The foreign company(ies) shall submit copy of articles of incorporation, memorandum of association or any other legal documents of incorporation from its relevant authority(ies) in the country of its origin.
- If the certificate is in foreign language, accurate translation in English.

B.1.4 Bid Security

Bidders are required to submit a Bid Security as specified in Section D.5.1 below.

B.1.5 Statement of Bid Conformity

A Statement of Bid Conformity, stating whether or not the Bid conforms to all requirements of the RFP. The requirements of bid conformity are set out in Section E.3.4 below.

B.2 BOT Managerial, Technical and School Management Qualifications

A narrative and graphic presentation of the bidder's current managerial, corporate, technical, management of school(s) and other related qualifications to undertake and successfully design, finance, construct, commission, develop, manage, operate, maintain, and transfer at the end of the Concession Period, the Project under BOT arrangement. It should also highlight the organizational chart of the Bidder. It should further elaborate in detail the relevant experience of the bidder (any firm/ company in different aspects of the

project. The narrative must explain the Bidder's BOT institutional arrangements; including its proposed project organization, particularly during the construction, operation and maintenance phases.

The Bidder's audited financial statements (Balance Sheet, Income Statement and Profit & Loss Statement) for the last three (03) years must be submitted

The Technical Proposal must contain the curriculum vitae of proposed key personnel for the Project detailing their relevant experience and qualification. Each CV must be prepared as per the format given at Appendix-7. Within this section, the Bidder may also provide comments to the Draft Concession Agreement.

The following shall be the critical evaluation factors within this section:

- a) Proposed SPV and Project Implementation Structure
- b) Relevant Experience of the Bidder
- c) Proposed key personnel for the Project:
 - i Chief Executive Officer /Managing Director
 - ii Finance Manager/ Financial Consultant
 - iii Project Manager
 - iv. O&M Manager

B.3 Appreciation of scope of Works

Appreciation of scope of Works shall be based upon the monitoring reports conforming to "project description and scope of the Works" (Appendix-1). The bidders are expected to conform their Bids/Proposals to the requirements of the Appendix-1 and Appendix-3.

Appreciation of scope of Works shall, among other topics, include Linear plan, indicating all important features of the Project and the Bidder's concept, which carry weightage for evaluation

B.4 Project Implementation Methodology

A narrative and graphic presentation of the Methodology to execute the works is required. The bidder shall explain project implementation methodology, clearly elaborated in layout plans, which shall include, but not limited to:

- i Construction methodology
- ii Methodology of hiring HR
- iii Methodology of running institution
- iv Operation & maintenance plan, procedures and systems
- v Innovations

C. Minimum Financial Information Required

C.1 Minimum Financial Information

The minimum financial information the FDE requires each Bidder to submit, in its Financial Proposal as a mandatory requirement, is as under:

Financial Data Form:

The bidders are required to provide details of Financial Proposal, as per Financial Bid Form - A.

Construction Cost:

A breakdown of Project's construction cost

Project Cost:

The Project Cost shall be given as part of Financial Proposal.

C.2 Currency

Bidders are required to express all financial calculations in Pakistan Rupees

D. Evaluation Process, Criterion and Procedures

D.1 The Overall Evaluation Process

The FDE will use the evaluation criteria described in this Section of the RFP to determine the highest evaluated Bid. The evaluation process will consist of a four step approach that includes:

- i. responsiveness;
- ii. eligibility;
- iii. technical evaluation; and
- iv. financial evaluation

D.2 Minimum Qualification

- c) The party who submits application should have experience of running an educational institution, registered with the Government/respective regulatory bodies/authorities/ PEIRA for the last ten (10) years.
- d) Registration with Federal Board of Intermediate and Secondary Education for last 10 years.
- e) Registration with FBR.
- f) Experience in pre-primary and primary education is mandatory

D.3 Technical Proposal Evaluation Criteria

An Evaluation Committee will be constituted by the Secretary, M/o Federal Education & Professional Training, which will evaluate the proposal on QCBS method (70% Technical and 30% Financial).

A presentation is required to be made to Evaluation Committee to assess the effectiveness of Technical Proposal.

S. No.	Description	Assigned Marks	Maximum Marks	
12.	Assessment of Evaluation Committee through presentation		30	
13.	Enrolment of students in maximum 5 branches/year	Up to 200	03	05
		Between 300 up to 500	04	
		More than 500	05	
14.		Up to Rs. 3 million	04	10

	Funds available till 31.3.2023 with proof of duly signed and stamped bank statements, audited balance sheet, etc.	Between Rs. 3 million up to 10 million	06	
		More than 10 Million	10	
15.	Period of experience of the school	5-10 years	04	10
		10-15 years	07	
		More than 15 years	10	
16.	Average fee structure (monthly) for March, 2023.	More than Rs. 20,000/-	07	10
		Rs. 10,000/- Rs. 20,000/-	08	
		Less than Rs. 10,000/-	10	
17.	Average present students/Teachers ratio.	More than 30:1	02	05
		30:1	03	
		Less than 20:1	05	
18.	Status of Sponsors	Joint Venture	05	05
		Single Entity	05	
19.	Quality of Teaching and Learning	Well defined Code of conduct.	02	07
		Mission statement & Educational Values	02	
		Organogram & Job description for the Team of Senior Management.	07	
20.	Number of active Branches throughout Pakistan	Up to 10	05	08
		Between 10 to 20	07	
		Above 20	08	
21.	Level of schooling	Upto Primary Level	03	05
		Upto Secondary Level	05	
22.	Affiliation/Registration	With Board of Intermediate and secondary Education.	03	05
		With Cambridge International or equivalent.	05	
Total=				100

Minimum threshold aggregate score is 80% to qualify for further process.

D.4 Financial Proposal Evaluation Criteria

The Financial Proposals of only those bidders shall be opened who will qualify by scoring minimum 80 points, out of total 100 points, in technical evaluation. Weightage of the Financial Proposal will be 30%.

D.5 Bid Security

For a Bid to be responsive, each Bidder is required to provide as a part of its Technical Proposal a Bid Security in the amount of PKR 10.000.000 (Pak Rupees ten million only). The Bid Security shall be denominated in Pakistani Rupees.

E. Proposal Submission Procedures

E.1 Introduction

This RFP invites interested Bidders to submit technical and financial proposals to compete for the Project under a BOT arrangement. To be considered for this award, Bidders are required to submit responsive Technical and Financial proposals for the Project. The Bid for the Project shall comprise of the Technical and Financial proposal (one stage two envelope).

E.2 General

E.2.1 Cost of Bidding

The Bidder shall be responsible for all fees, costs and expenses incurred in preparing and negotiating any proposal submitted by it, and under no circumstances shall the FDE become liable to reimburse any Bidder for any such fees, costs or expenses regardless of the conduct or outcome of the bidding process.

E.2.2 Site Visit

The Bidder is advised to visit and examine the Project Site/Concession Area and its surroundings and to obtain for itself on its own responsibility, all information that may be necessary for preparing the Bid and entering into a Concession Agreement. The costs incurred in visiting the site shall be at the Bidder's own expense.

E.2.3 Amendment of RFP

At any time prior to the Proposal Due Date, FDE may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP by amendment.

The amendment will be notified in writing or by e-mail, telex, cable or facsimile to all prequalified Bidders who have purchased the RFP, and will be binding upon them.

In order to afford prequalified Bidders reasonable time in which to take the amendment into account in preparing their Bids, FDE may, at its discretion, extend the deadline for the submission of Bids.

E.2.4 General Considerations for Bidding

- i. No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually shall not be entitled to submit another bid,
- ii. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.
- iii. Any condition or qualification or any such stipulations contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

- iv. A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of FDE in relation to the Project is engaged by the Bidder, its members or any associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process, preparation of Bid, evaluation or award of the Concession Agreement.
- v. This RFP is not transferable.
- vi. Any award of Concession Agreement pursuant to this RFP shall be subject to the terms of this RFP, including its appendices.

Appendix-1

1. Scope of work:

Federal Directorate of Education invites applications from the interested parties to (i) setting up an educational institution including construction of building and provision of allied services at 2.6 acres' plot located at Plot No.20, Sector F-11/2, Islamabad; (ii) registration of Certification/Accreditation with relevant regulatory bodies; and (iii) imparting quality education at primary level of education.

1.1 Specific scope of works

The scope of work includes:

- i. The Party will conduct feasibility study before start of civil work;
- ii. The Party will construct a building for school as per approved designs of CDA within the time frame of 02 years after possession of land and approval of design from CDA.
- iii. The Party will provide minimum standard facilities in school as per guidelines of FDE, however the priority will be given to bidders who will provide additional facilities;
- iv. The Party will provide highly qualified teachers. Minimum qualification of the teachers will be Maters' degree in relevant subject. After selection of teachers, the private party will arrange Induction Training to teachers through Federal College of Education;
- v. The Party will bear all operational and maintenance expenses required for running the educational institution;
- vi. The Party will provide free education to at least 20% of students. These 20% students will be selected through the criteria approved from PSC.
- vii. The Party will adopt minimum standards of National Curriculum Council (NCC), the private party may apply additional learning material with prior approval of NCC.

1. Project Components:

The project will be comprised of following components:

S#	Component /Statement of Work
1.	Civil works
2.	Hiring of teaching and non-teaching staff
3.	Provision of Induction training to teachers
4.	Purchase of Furniture & Fixtures
5.	Operationalization of school

2. Legal and regulatory framework:

- Public Private Partnership Authority Act 2017 (as amended) will govern this agreement/contract of Public Private Partnership. All relevant rules and regulation mention in PPP Act 2017, 2021& 2022 should be fully complied and within these rules contract will be design and sign with successful bidder.
- The PSC in case of unsatisfactory performance may terminate the contract by keeping in view the monitoring report.
- The PPRA rules for engaging the private bidders shall be strictly followed.
- The Partner Entity will Arrange the Internal Audit of operations at the project level
- Arrange Statutory Audit of the Partner Entity operations at the level as part of Statutory Audit of its operations under the law applicable to the Partner Entity as a non- profit Company in the private sector, under section 42 of the Companies Ordinance 1984.
- Audit will be carried out in compliance of “International Audit Standards” and Country Law systems provisions of Companies Ordinance, 1984. Audit reports shall be regularly provided to the GOVT.

3. Financial arrangements:

The Concessionaire through their own resources will be responsible for establishment of school and meet the operational expenses. The revenue streams for The Concessionaire will be the collection of fee and selling of books packs, etc.

4. Performance standards and monitoring:

A monthly visit by monitoring committee followed by submission of report will be the key yard stick for gauging the standard and quality of work. The performance standards that the Concessionaire will be expected to meet:

5.1 Curriculum to be taught:

Minimum standards of National Curriculum shall be followed; however, additional learning material can be applied with prior approval of NCC.

5.2 Fee Structure:

Maximum Rs. 10,000 per month will be charged by the school, however the fee structure can be increased with the approval of PSC.

5.3 Structural Design of the School

The structural design of school shall be endorsed by FDE and approved by CDA.

5.4 Upgradation of School Level

Initially, a primary level educational institution will be established, however after two years of successful running of the school, the Concessionaire may upgrade the institute to next higher level of education with prior approval of PSC.

5.5 Ownership of Land:

The land will remain under ownership of FDE, the nomenclature of the land shall be not changed in any case.

5.6 Free Education to OOSC

The school will accommodate 20% out of school children of total enrolled in 1st year, however this percentage may be increased through mutual understanding.

4.7. Pupil Teacher Ratio:

The school will maintain 1:30 Pupil Teacher Ratio (PTR), however in special case and with prior approval of PSC, the PTR may be increased but not more than 1:40

4.8. Minimum Experience of Private Partner:

The Private Partner shall have minimum 10 years of experience in running a school in private sector, preference will be given to the parties having experience in running chain of schools.

4.9. Monitoring:

Every month a monitoring committee nominated by PSC should be monitored the activities of school during the construction period as well as the execution period and will report the PSC, if there is issues or not following the standard in both construction and execution period the PSC may terminated the contract. Moreover, monthly report will be prepared by monitoring committee and present to PSC for rectification (if any) required.

5. Risk allocation:

A detail assessment of the risks associated with the project and how they will be allocated between the private party and the Government will be prepared which include sensitivity analysis as well to avoid unforeseen issues arising during the implementation and execution of project. The risk assessment will be covers consent of both Private vendor and Government.

6. Intellectual property rights:

The intellectual property rights will be with FDE, and the land ownership will also be with FDE. The nomenclature of land will not be changed and it will be with FDE in entire project life.

7. Dispute resolution:

A committee will be nominated by PSC for dispute resolution (if any) during implementation and execution of project. The purpose of committee will be resolved the dispute among the private vendor and Government (if any) for smooth running of project activities. A detail mechanism for resolving the disputes will be prepared and reflected in RFPs.

8. Reporting requirements:

The reporting requirements for the private party to provide regular updates to the government on the progress of the project. In this regard, monthly report will be prepared and produce by monitoring committee for checking the minimum standard in both construction period and execution period. Moreover, the private vendor should be report to concern committee for their requirements and if concern committee is not able to clear the issues/requirements then the case may be forwarded to PSC for clarification and solution.

9. Timeline:

- a) A detailed timeline for the implementation of the project, including key milestones and deadlines will be prepared and include in RFPs. Moreover, after selection of success full vendor, the detailed agreement will be signed with the vendor in which physical activities will be properly mapped with timelines. Moreover, as per the approved PC-I the time frame for construction is 02 years from signing of agreement and execution period is 20 years, so total 22 years' contract/agreement will be sign with the most successful vendor. Update the operational manual on regular basis and share the same with the GOVT. After termination of this Agreement, Partner Entity will hand over the facilities to the GOVT. Partner Entity shall hand over all these assets to the GOVT at the end of the Agreement.

Appendix – 2

IRREVOCABLE AND UNCONDITIONAL BID SECURITY GUARANTEE

[To be stamped in accordance with the Stamp Act, 1899]

BANK GUARANTEES No:

DATE:

To,

Director (P&D),
Federal Directorate of Education, M/o FE&PT,
Islamabad.

Subject: **Bid for Establishment of School through PPP mode at Plot No. 20, Sector F-11/2, Islamabad (2.6 acres) On Build, Operate and Transfer Basis**

WHEREAS [name and legal status of the Bidder] (hereinafter referred to as the "Bidder") has submitted his/its Bid dated (hereinafter referred to as the "Bid") for granting of a concession for the titled project "a requirement of which is that the Bidder must submit a Bid Security of the amount of Rupees 10 Million (PKR 10,000,000).

AND WHEREAS to satisfy the afore stated requirement, this Deed of Bid Security Guarantee (hereinafter referred to as the "Guarantee") is made on this day of ----, 2023 by [name of the bank] a banking company lawfully undertaking business in the Islamic Republic of Pakistan, having its registered office at (hereinafter referred to as the "Bank" which expression shall, wherever the context so admits, include its executors, administrators and successors-in interest) in favour of the Federal Directorate of Education, M/o FE&PT, Islamabad (hereinafter referred to as the "FDE").

NOW THEREFORE in consideration of the FDE accepting the Bank's obligations contained in the following paragraphs for the due discharge of the Bidder's obligation to provide a Bid Security, THE BANK, by THIS GUARANTEE AGREES TO THE FOLLOWING:

1. The Bank hereby undertakes and guarantees that it shall, on the first written demand of the FDE, without any caveat, demur, protest or contest and without reference or recourse to the Bidder or any other person, organization or FDE, pay the FDE within three (3) working days, in clear funds, without any deduction or withholding on any account whatsoever, a sum of Rupees Ten Million (PKR 10,000,000).
2. The obligation of the Bank to the FDE to pay the sum specified in paragraph 1 above within the time and in the manner specified therein shall be that of principal of 'Build Operate and Transfer' (BOT) or in the first instance without the FDE proceeding against the Bidder and notwithstanding any security or other guarantee the FDE may have in relation to the Bidder's liabilities.
3. Any demand specified in paragraph 1 above, made by the FDE on the Bank, will be conclusive and binding between the FDE and the Bank notwithstanding any dispute or difference between the FDE and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other judicial, quasi-judicial or other. The Bank hereby affirms that it shall pay the FDE the amount specified in paragraph 1 above within the time and in the

manner specified therein, without the FDE needing to prove or show grounds or reasons for the FDE's demand.

4. Any payments made to the FDE shall be net and free of and without any present or future deductions such as for the payment of any taxes, executions, duties, expenses, fees, deductions or retentions regardless of the nature thereof or the FDE levying the same.
5. The Bank hereby waives, to the fullest extent possible by law, any defense whether in law or equity, that may be raised to prevent or delay the FDE from making a demand specified in paragraph 1 above or being paid the sum specified therein.
6. The FDE shall be at liberty, without affecting the Bank's obligations to the FDE contained in this Guarantee, to postpone for any time or from time to time, the enforcement of any rights accruing to the FDE against the Bank or the Bidder and to enforce the same at any time and in any manner and to enforce or forbear to enforce any remedies available to the FDE against the Bank or the Bidder. The Bank accepts that it shall not be released of its obligations to the FDE contained in this Guarantee by any exercise by the FDE of its liberty in relation to the aforesaid matters or any of them or by time or other indulgence including the granting of any waiver to either the Bank or the Bidder or by any variation in this Guarantee or by any other act or omission whatsoever which, under law or equity, but for this provision would have the effect of releasing the Bank of its obligations under this Guarantee notwithstanding that any such postponement, forbearance, extension of time or other indulgence, waiver, variation or any other thing was granted, made, given or happened without the consent or knowledge of the Bank.
7. The Bank hereby undertakes not to revoke this Guarantee during its currency without the prior written approval of the FDE and agrees that the obligations of the Bank under this Guarantee are continuous obligations and shall remain in full force and effect and be enforceable against the Bank notwithstanding any change in the constitution, legal status or organization of the Bank, the Bidder or the FDE until all dues of the FDE under or by virtue of this Guarantee have been paid by the Bank in full or until the FDE discharges this Guarantee in writing.
8. The Bank hereby affirms that it has the power and FDE and all necessary consents and authorizations, including without limitation, those required from its management, regulator or other relevant governmental body, to enter into, execute, deliver and perform the Bank's obligations under this Guarantee in favour of the FDE and that the signatory(ies) hereto has/have the capacity, FDE and power to sign and bind the Bank to the Bank's obligations contained herein under [Power of Attorney/Board Resolution] dated _____.
9. The Bank hereby confirms that notwithstanding any dispute which may arise with regard to this Guarantee or otherwise upon receiving the demand in writing as specified herein it shall pay the demanded amount without any objection.
10. Notwithstanding anything contained in paragraphs 1 to 7 above, the Bank's liability to the FDE under this Guarantee is restricted to and shall remain in force up to and including day of _____ 2023 and shall be extended for such period as may be desired by the Concessionaire.
11. The Bank's obligations as set out in this Guarantee shall be continuing obligations and shall not be modified or impaired upon the happening, from time to time, without the Bank's assent

or otherwise, if any act or omission, or any circumstance or events which would otherwise discharge, impact or otherwise affect any of the Bank's obligations contained in this Guarantee.

12. No set off, counterclaim or reduction or diminution of any obligation that the Bank has or may have against the FDE shall be available to it against the FDE in connection with any of its obligations to the FDE under this Guarantee.
13. 13. The Bank hereby declares and confirms that under its constitution and applicable laws and regulations, it has the necessary power and FDE, and all necessary authorizations, approvals and consents there under to enter into, execute, deliver and perform the obligations it has undertaken under this Guarantee, which obligations are valid and legally binding on and enforceable against the Bank under the laws of Pakistan. Further that the signatories to this Guarantee are the Bank's duly authorized officers.
14. This Guarantee is limited to the sum of Rupees Ten Million (PKR 10,000,000) and shall be valid up till _____.
15. This Guarantee shall be governed by and construed in accordance with the laws of the Islamic Republic of Pakistan.

IN WITNESS WHEREOF the Bank, through duly and lawfully authorized representative(s), has executed this Guarantee on the date first written above in the presence of the witnesses mentioned below.

Signature of Authorized Signatory(ies), as per Bank's Norms
Name and Title of Signatory:
Name of Firm:
Address:

WITNESSES (As per Bank Rules/Law):

Appendix – 3

Construction Performance Standards and Design Criteria

3.1 Technical Feasibility

The Concessioner shall carry out inter alia the following minimum activities before start of civil works including:

- Topographic Survey of the Site
- Conceptual design of the campus
- Geotechnical Investigation of the Site
- Environmental Impact Assessment (EIA) including CDM & DRRA and its approval.
- Detailed Working Drawings of the proposed project
- The detailed structure and MEP drawings
- Third-party vetting of the structure design
- Technical Specifications of the Project

3.2. Minimum Specifications:

- i. All infrastructures shall be special person friendly and environment friendly.
- ii. Marble flooring in all the classrooms, offices/Admin block may be provided except in bath rooms where ceramics tile may be provided.
- iii. Solid wood /teak wood/deodar wood doors shall be provided in all classrooms, offices. In washrooms, door shall be of UPVC material. The wood work shall be painted instead of polishing.
- iv. The windows shall be of Aluminum best quality with 5 mm glass.
- v. The iron grill shall be provided in all classrooms, offices.
- vi. All the sanitary wares shall be of local make & of best quality
- vii. Bathrooms in offices/staffrooms shall be provided with a mirror, glass shelf, a towel rail, a wash-basin, a Muslim shower, a tap while the bath rooms for students shall be provided one tap only in each.
- viii. A sink, wash-basin, gas pipe line, exhaust fan in Kitchen shall be provided
- ix. Ceiling fans shall be provided in all rooms of all offices / class rooms
- x. A geyser shall be provided for Admin Block/Principal office, Staff room.
- xi. Electric cooler with filter will be provided (one per two hundred student)
- xii. Fire Fighting Appliance should be provided at or near Electric/Gas Points
- xiii. Fire Alarm/Warning Alarm should also be provided

3.3. Minimum Facilities Required for Establishment of Educational Institutions

- i. 07 Classrooms (2 ECE+5)
- ii. Head / Faculty / Admin offices with washrooms & Kitchen
- iii. Activity Room / IT Lab with Multimedia, projector & Latest Laptop
- iv. Playground with Assembly area and Stage and playing gadgets (if the space is available)
- v. Boundary wall with razor wire
- vi. Water Supply Connection (Deep well boring in Rural Area)
- vii. Store
- viii. Sports Room

- ix. Library
- x. Infirmary (first aid box and equipment)
- xi. Multipurpose Room / Hall
- xii. Lavatory and ramps for disabled
- xiii. Baby daycare room (In case of Girls school)

3.4. Standards for Infrastructure

Space/ Building		Existing Standards	
Offices	Secretariat Staff/Non-Teaching staff (where no public dealing is involved)	40 to 50 sq ft per person	
	Secretariat Staff/Non-Teaching staff (where some public dealing is involved)	40-50 sq. ft per person	
	Officers	Grade 17-18	140-160 sq. ft per person
		Grade 19-20	220-240 sq ft per person
		Grade 21-22	340-360 sq ft per person
	Corridors to be always double loaded, Corridor width:		5`-4`` to 6`
	Gross Space (including carpet area, circulation, wall thickness, toilets, lobbies etc):		120-150 sq ft per person
Space efficiency (proportion of carpet area to total area)		70% to 85%	
Auditoriums / Halls	Auditorium/Hall (with performing stage) Space worked out on the basis of 20`` seat, 36`` spaced with two sizes (Secondary/High Secondary & College)	10 to 15 Sq ft per seat	
Libraries	Stacking Space (with checking and catalogue space)	12 to 16 books per Sq ft	
	Reading Hall and Referencing Hall	20 Sq ft per person	
	Number of Books per Shelf	140 to 215 books	
	School Libraries (Gross Space)	600 to 900 Sq ft	
	Higher Secondary/College Libraries (Gross Space)	1000 to 2000 Sq ft	
Classrooms	Primary School (with desks/chairs)	10-12 Sq ft per student	
	Secondary School (with desk/chair)	13 to 16 Sq ft per student	
	College / Higher Secondary Schools	10 to 12 Sq ft per student	

	(with table and chairs)	
	Seminar Halls / Lecture Theaters	12 to 15 Sq ft per student
Laboratories / Workshops	Laboratory with Administration Space	30 to 35 Sq ft per student
	Laboratory without Administration Space	20 to 25 Sq ft per student
	Workshops	35 to 45 Sq ft per student
Toilets	One toilet and one washbasin for students of age up to 11 years	Nil
	One toilet and one washbasin for students of age over then 11 years	Nil
Gross Areas	Primary School	12 to 20 sq ft per student
	Secondary School	20 to 30 sq ft per student
	College	25 to 35 sq ft per student

Appendix – 4

Operations and Maintenance Requirements

The Party will be responsible for all types of operations and maintenance of the school.

4.1. Building Maintenance

The Party will be responsible to maintain the building regularly. The monitoring team, constituted by PSC, will submit visit once every year to check building condition and submit its report to PSC. The party will be responsible to comply the findings of the report.

4.2. Furniture and Fixture

The Party will be responsible to provide necessary furniture and fixture as and when required, throughout agreement period. The damaged furniture will be repaired/replaced by the Party. All record of assets will be maintained in separate stock registers of the system .

4.3. Provision of Human Resource

The Party will be responsible to provide necessary qualified teaching and non-teaching staff. Minimum qualification for teacher will be master's degree. Capacity building of teachers training is the responsibility of Partner Entity .

4.4. Induction and Continues Professional Development Training

The Party will be responsible Induction Training to newly appointed teachers. The Party will also responsible to arrange CPD training to all teachers annually. Partner Entity will have sole discretion over the employing, posting, removing, remuneration and customary managerial prerogatives over staff that is recruited by it. Staff recruited by the Partner Entity shall have no claim against the GOVT upon conclusion of this Agreement.

4.6. School Management System

The Party will maintain and update all record of school through automated School Management System.

Appendix – 5

Format of CVs

1. Proposed Position:
2. Name:
3. Date of Birth:
4. Nationality:
5. CNIC:
6. Education:

Degree	Major/Minor	Institution	Date

7. Experience in Education Sector

8. Employment Record

Employer	Position	From	To

9. Detailed Tasks Assigned on the Project

10. Work undertaken that Best illustrates capacity to handle the tasks assigned

11. Certification

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and myself. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Signatures of Staff Member

Date

Authorized officer from the firm

Appendix – 6

Public Private Partnership Authority Act 2017

Appendix – 7

Bid Forms of Technical Proposal

- A. Bidders' Information Form
- B. Specific Experience of Running Educational Institution
- C. Non-Blacklisting
- D. Financial Qualification – Net Worth

Technical Proposal Form – A

Bidder's Information Form

Date: _____

Bidder's legal name:	
Bidder's country of constitution:	
Bidder's year of constitution:	
Bidder's legal address in country of constitution:	
School Registration Category _____ Validity _____	
Detail of Owner of Bidder Name: Address: Telephone/Fax No: Email:	Authorized representative information Name: Address: Telephone/Fax No: Email:
Attached are copies of original documents of: <input type="checkbox"/> Registration with concerned authorities <input type="checkbox"/> Registration of Bidders with Tax Authorities	

Technical Proposal Form – B

Specific Experience of Running Educational Institution

The Party must have substantial experience of running an institution preferably chain of registered school with atleast ten year of experience.

Institution Name	
Location of Institute	
Branches with Locations	
Level of Institution	
Number of Teachers (branch wise)	
Number of Students (class wise and branch wise)	
Facilities (branch wise)	
Gender of Institution (boys, girls, co-education)	
Curriculum followed by	
Pupil Teacher Ratio	
Pass percentage	

Technical Proposal Form – C

Non-Blacklisting

- a) The bidder should not be presently under blacklisting by the Ministry/FDE or their respective regulatory bodies.
- b) Blacklisting of the Bidder shall cause disqualification.
- c) The bidder shall submit an Affidavit, on the stamp paper of worth PKR 100/-, to this effect.

Technical Proposal Form – D

Financial Qualification – Net Worth

Net worth of the Party shall not be less than Pak Rupee 100.00 million. The Party must provide evidence of its net worth.

Appendix – 8

Bid Forms of Financial Proposal

A. Financial Data Forms

Financial Proposal Form – A

Financial Data Forms

Project Cost Breakup		
Breakup of total project cost	Year I	Year II
Construction Cost		
Furniture and Fixture Cost		
Other Project costs		
Total Project Cost		

Income Statement and Cash Flow (PKP in Million)					
	Year I	Year II	Every Concession Year		
Annual Fee Revenue					
Other Revenue					
Gross Revenue					
Operating and Maintenance Costs					
Other Annual Direct Costs					

Appendix – 9

Draft Concession Agreement (Tentative: subject to negotiations)

Between

**Federal Directorate of Education
Ministry of Federal Education & Professional Training, Islamabad**

And

[]

Dated []

Table of Contents

CONCESSION AGREEMENT

This CONCESSION AGREEMENT is made on [] at Islamabad, Pakistan.

BY & BETWEEN

The Governor Of Pakistan Through Federal Directorate of Education, Ministry of Federal Education & Professional Training, Acting Through Secretary Education, (hereinafter referred to as the "Authority", which expression shall, where the context so permits, include its successors and permitted assigns),

AND

[] a Private Party, registered under the [], having its registered office at [], Pakistan (hereinafter referred to as the "Party", which expression shall include its successors-in-interest and permitted assigns),

(the Authority and the Party shall collectively be referred to as the "Parties" and individually as a "Party").

Recitals

- A. The M/o FE&PT, acting through the Authority, is seeking to provide quality of education in the Islamabad Capital Territory by collaborating with the private sector to develop, design, finance, construct, manage, operate, maintain and, at the end of the Concession Period, transfer to FDE all the Project Assets (the "Project").

- B. The Authority has decided to implement the Project by engaging the Party for inter alia managing and operating the School in accordance with the Party's bid, and governed by the KPIs and Good Industry Practice, such that the School is equipped with appropriate facilities, infrastructure and other services that are generally required for their smooth operation.
- C. The Authority invited competitive bids for the Project by issuing an Invitation for Bids dated [] via PPRA Rules (the "Invitation for Bids").
- D. Pursuant to the terms of the Invitation for Bids, the Party submitted its bid for the Project subject to the terms of the Invitation for Bids (the "Bid"), which Bid has been accepted by the Authority.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the adequacy of which is hereby acknowledged and confirmed, the terms and conditions of this Agreement are set out below:

1. Definitions and Interpretation

1.1. Definition

"Agreement" or "Concession Agreement" means this agreement as of date hereof together with the Annexes hereto.

"Agreement Year" shall mean a period of twenty-two (22) consecutive months commencing on each consecutive anniversary of the Effective Date and ending as of the end of the day preceding the next anniversary of the Effective Date, except for the first Agreement Year which shall start on the Effective Date.

"Applicable Laws" means any laws, promulgated or brought into force and effect by the GoP or any local government having jurisdiction over the Project, as well as rules, regulations, orders and notifications made pursuant to such laws, as well as, inter alia, judgments, decrees, injunctions, writs and orders of any Pakistan court, as may be applicable.

"Applicable Permits" means any permissions, clearances, concessions, authorizations, consents, licenses, permits, waiver, privileges, rulings, exemptions, no objections, resolutions, filings, orders, notarizations, lodgments or registrations or approvals of whatsoever nature that are required to be obtained from time to time in connection with the Project and for undertaking, performing or discharging the obligations contemplated by this Agreement in accordance with the Applicable Laws.

"Arbitration" has the meaning given in Article 18.2.1

"Arbitration Act" means the Pakistan Arbitration Act, 1940.

"Arbitrator" has the meaning given in Article 18.2.1.

"Authority" means the Ministry of Federal Education & Professional Training represented by the Federal Directorate of Education, and its legal successors and assigns.

"Award" has the meaning given in Article 18.2.4.

"Bid" has the meaning given in Recital D.

"Bid Due Date" means [●] being the date on which the bidders were required to submit their bids for the Project in accordance with the Invitation for Bids.

"Bid Security" means the demand draft for an amount of PKR 10.00 million submitted by the Party to the Authority along with the Bid.

"Change in Law" means the occurrence of any of the following subsequent to the Bid Due Date:

- a) the modification, amendment, variation, alteration or repeal of any existing Applicable Law; or
- b) the coming into effect of any new Applicable Law;
- c) changes in the interpretation, application or enforcement of any Applicable Law or judgment by any court / Government Authority;
- d) the introduction of the requirement for the Operator to obtain any new Applicable Permits; or
- e) the introduction of any Taxes

"Concession" means all of the rights granted by the Authority to the Party in terms of this Agreement for implementing the Project and providing the Services to the Authority.

"Concession Period" means the period of the Concession specified in Article 3.2.1.

"Conditions Precedent" means the obligations of the Authority and the Operator that are set out at Article 2.

"Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.

"Collusive Practice" means collusion between two or more parties for the purpose of bid rigging or simulating competition, in connection with the Bid and/or the award of this Concession to the Party.

"Dispute" has the meaning given in Article 18.1.

"Expiry Date" means the last day of the Services Period.

"Financial Bid" means the financial bid submitted by the Party at the time of the bidding process. And any subsequent revisions as permitted under the law, if any.

"Force Majeure Event" has the meaning given in Article 14.1.1.

"Force Majeure Notice" has the meaning given in Article 14.1.1.

"Force Majeure Period" means the period commencing from, subject to Article 14.2, the date of occurrence of a Force Majeure Event and ending on the earlier of:

- a) the date on which the Affected Party resumes or should have resumed such of its obligations the performance of which it was excused in terms of Article 14; or
- b) the Termination Date of the Agreement; as applicable.

"Fraudulent Practice" means any action or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

"Fundamental Change in Law" means any Change in Law that is not a Qualifying Change of Law and that:

- a) renders unenforceable, illegal, invalid or void any material right or material obligation of the Operator under this Agreement; or
- b) results in the Operator being deprived of the whole or a substantial part of the benefit of this Agreement; or
- c) has a Material Adverse Effect on the Party.

"GoP" means the Government of Pakistan.

"KPIs" means the Key Performance Indicators regarding the Party's performance of Services under this Agreement.

"M/o FE&PT" means Ministry of Federal Education & Professional Training.

"O&M" means the operation and maintenance of the Facility during the Services Period and includes, all matters connected with or incidental to operations and maintenance of the Facility and provision of Services to the Authority, in accordance with the terms of the Agreement.

"Party" means the Successful Bidder, and "Parties" means the Authority and the Party collectively.

"PKR" or "Pakistani Rupees" means the lawful currency of Pakistan.

"Project" has the meaning given in Recital A.

"Taxes" means all taxes, levies, imposts, cesses, duties and other forms of taxation, including (but without limitation) income tax, sales tax, value added tax, service tax, entry tax, corporation profits tax, advance corporation tax, capital gains tax, residential and property tax, customs and other import and export duties, excise duties, stamp duty or capital duty, and any interest, surcharge, penalty or fine in connection therewith which may be payable by the Party.

"Technical Proposal" means a proposal submitted by the Party in respect of the Invitation for Bids dated [●]

"Termination" means the termination of this Agreement and the Concession hereunder upon the issuance of a Termination Notice in accordance with the terms hereof;

"Termination Compensation" means the compensation payable to the Party on the Termination Date, in accordance with this Agreement.

"Termination Date" means the date on which this Agreement and the Concession hereunder are terminated by a Termination Notice.

"Termination Notice" means a notice issued by a Party to the other Party terminating the Agreement in accordance with the terms hereof.

1.2. Rules of Interpretation

1.2.1. In this agreement unless the context otherwise requires:

- i. The words importing the singular means the plural and vice-versa; and words importing the masculine shall include the feminine and neuter and vice-versa.
- ii. Where any word or expression is given a defined meaning, any other grammatical form of that word or expression shall have the corresponding meaning, where the context requires.
- iii. "Article" and "Annex" shall refer, respectively to Articles of and Annexes to this Agreement. The Annexes to this Agreement shall form part and parcel of this Agreement.
- iv. The headings and sub-headings in this Agreement (and references to them) are included for convenience only and shall not be taken into account in interpreting this Agreement.
- v. The references to any agreement or deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may, from time to time, be amended, varied, supplemented or novated.
- vi. A requirement that a payment be made on a Day which is not a business day shall be construed as a requirement that the payment be made on the next following business day.
- vii. The words "written" and "in writing" includes a facsimile transmission and any means of reproducing works in a tangible and permanently visible form.

2. Conditions Precedent

2.1. Effectiveness of the Agreement

The Article 1, 2, 5, 14, 15, 16, 17, 18, 19 and 20 and the related Annexes (if any), shall come into force on the date of execution of this Agreement. The other provisions of this Agreement shall come into force on the Effective Date.

2.2. Party's Conditions Precedent

2.2.1 The Conditions Precedent to be satisfied by the Operator are as follows:

- a. submitting to the Authority certified true copies of all resolutions adopted by the board of directors (or other equivalent body) of the Party authorizing execution, delivery and performance of this Agreement;
- b. certified copies of all Applicable Permits that are required for all activities contemplated under this Agreement including operation of the Facility, if applicable;
- c. providing a legal opinion to the Authority from a reputable and appropriately experienced legal counsel of the Party acceptable to the Authority confirming that:
 - i. the Party has obtained all necessary Applicable Permits for the purpose of performance of the Party's obligations and the exercise of the Party's rights under this Agreement;

- ii. that the Applicable Permits are in full force and effect; and
- iii. the Party has duly and validly executed this Agreement and the terms of this Agreement are fully enforceable against the Party;
- d. submitting the Performance Security to the Authority as contemplated in Article 5.1; and
- e. [•]

in each case, in such form as may be satisfactory to the Authority (acting responsibly).

2.3. Authority Conditions Precedent

The Conditions Precedent to be satisfied by the Authority are as follows:

- a. the Authority has handed over possession of the land to the Party in accordance with the Handing Over Criteria;
- b. the Authority has notified the Project Steering Committee and has appointed its representatives on such PSC; and
- c. the Authority has issued a notification, notifying the handing over of the land to the Party;

in each case, in such form as may be satisfactory to the Party (acting reasonably).

2.4. Joint Conditions Precedent

The Parties jointly appointing the Independent Expert

2.5. Consequences of Failure to Fulfill the Conditions Precedent

- 2.5.1. If the Party fails to fulfill any of the Conditions Precedent that it is required to fulfill under Article 2.2 (unless waived or deferred by the Authority in its absolute discretion), the Authority shall be entitled to terminate this Agreement by issuing a written notice of 30 (Thirty) Days to the Party.
- 2.5.2. On such termination, the Authority shall be entitled to draw on the Performance Security of the Party (and if the Performance Security has not been submitted, the Bid Security) in its entirety, as a genuine pre-estimate of and reasonable compensation for loss and damages caused to the Authority as a result of the Party's failure to fulfill the Conditions Precedent and implement the Project in accordance with the terms of this Agreement.
- 2.5.3. If the Authority fails to fulfill any of the Conditions Precedent that it is required to fulfill under Article 2.3 (unless waived or deferred by the Party in its absolute discretion), the Party shall be entitled to terminate this Agreement by issuing a written notice of 30 (Thirty) Days to the Party.
- 2.5.4. If the Parties fail to fulfill any of the Conditions Precedent that they are required to fulfill under Article 2.4 (unless waived or deferred by the mutual consent of the Parties), either Party shall be entitled to terminate this Agreement by issuing a written notice of 30 (Thirty) Days to the other Party.

On termination of this Agreement pursuant to Articles 2.6.2 or 2.6.3 above, the Authority shall return the Performance Security to the Party if the same has been received by the Authority (and if the Performance Security has not been received by the Authority, the Bid Security). For sake of clarity, the Authority shall not draw on any of the aforesaid securities in case of termination due to the Authority's failure to fulfill any of the Conditions Precedent. The Parties further agree that in case of termination of this Agreement for whatever reason prior to the Effective Date, the Authority shall not be liable to compensate the Party in respect of such termination.

3. Grant of Concession and Concession Period

3.1. Grant of the Concession

- 3.1.1. In consideration of the Party's obligations contained in this Agreement and relying on the Party's warranties contained herein, the M/o FE&PT, subject to the terms of this Agreement, hereby grants to the Party and authorizes it, for the duration of the Services Period, to manage and run the Project, including the construction of school, and to exercise and enjoy the rights, powers, benefits, privileges, authorizations and entitlements as set forth in this Agreement.
- 3.1.2. The Party agrees that the Authority shall have the sole and exclusive right to require from the Party full availability of the Facility throughout the Services Period and in accordance with the Good Industry Practice.

3.2. Concession Period

- 3.2.1. Subject to early termination in accordance with this Agreement, the Concession is granted for a period of 22 (Twenty-Two) years commencing from the Effective Date (the "Concession Period").
- 3.2.2. Notwithstanding anything to the contrary stated in this Agreement, the Party may request an extension of the Concession Period at any time at least one (01) year prior to the Expiry of Concession Period; provided that at the time of the request the Party is materially in compliance with its obligations under this Agreement and is not otherwise facing a default therein. The Authority has a right to accept or reject this request for extension at its sole and absolute discretion.
- 3.2.3. After completion of the agreement, the lease period may be extended or handed over to FDE will be decided by PSC with the mutual consent .

3.3. Right, Title and Interest in School

- 3.3.1. The Parties acknowledge that full ownership, rights and title to the Facility (including any additions, modifications or construction thereon carried out by the Party pursuant to this Agreement) shall be vested with the Authority throughout the Services Period and thereafter the assets of the Project will be handed over to the Authority. The Party shall not create any encumbrance or other third party rights over the Facility or any part thereof or otherwise sub-let or part with the possession of the Facility at any time during the Services Period.

- 3.3.2. The Authority shall be entitled to use the Facility at any time and from time to time in accordance with the Applicable Laws, in particular during national emergencies, elections and other similar events where it is customary to use the Facility for such purposes; provided that the Authority shall give a reasonable notice to the Party prior to exercising any rights hereunder and shall ensure that there is minimum impact on the Services being rendered by the Party hereunder due to Authority's use of the Facility and that the Facility is not damaged or destroyed. The Party shall assist the Authority in this regard and shall also extend the services of the school staff during such time, as may reasonably be requested by the Authority.
- 3.3.3. Subject to Article 3.3.2 above, the Party undertakes that the Facility shall not be used for any commercial or private purposes, including but not limited to public gatherings, functions, weddings, political events, other than any events specifically linked to the purposes for which the Concession is granted to the Party. The Authority hereby undertakes that it shall not permit or request the Party to facilitate any of the foregoing events at the Facility.

3.4. Improvement in the school facilities

- 3.4.1. The Parties agree that the Party shall be free to purchase, at its own cost and expense, assets, equipment or other teaching aids required to be used in the School, in particular those that assist the Party in fulfilling the KPIs. The Party shall from time to time also replace the obsolete equipment and assets being used in the School with new assets and equipment at its own cost. The Parties further agree that all such assets, equipment or other teaching aids shall be the property of the Authority and shall be handed over to the Authority, free from any encumbrances on the Transfer Date.
- 3.4.2. The Party shall be free to use its own personal assets in the School, the ownership whereof shall remain with the Authority after completion of the Project.

3.5. Facilities in the School

The Party will provide the following facilities in the school after completion of civil works carried out by the Party:

- 3.5.1. Furniture and fixture as required by the school;
- 3.5.2. Library, laboratories with equipment, if required;
- 3.5.3. Playground for students;
- 3.5.4. Equipped classrooms and staff-room
- 3.5.5. Teaching and non-teaching staff;
- 3.5.6. School Management System;
- 3.5.7. Any other facility mentioned by the Party in Technical Bid;

3.6. Authority's Assistance

The Authority shall provide and shall seek the co-operation of other relevant Government Authorities for providing such reasonable assistance as may be

reasonably requested by the Party for obtaining the grant or renewal of the Applicable Permits (if any) required for the performance of the Party's obligations or the exercise of the Party's rights under this Agreement.

3.7. Expiry of Concession Period

Upon occurrence of the Expiry Date, the Party shall hand-over the Facility to the Authority on the Transfer Date and in accordance with the Taking-Over Criteria.

4. General Covenants

4.1. Covenants during Service Period

- 4.1.1. The Party agrees and undertakes that throughout the term of this Agreement:
- (a) it shall retain and maintain the Facility in peaceful possession, in accordance with Good Industry Practices, and enjoy the benefits of the Facility in accordance with this Agreement;
 - (b) it shall perform all its obligations under this Agreement and in pursuance with the technical proposal provided during the bidding stage and ensure that it meets the KPIs;
 - (c) except as specifically permitted under this Agreement, it shall not vacate or part with the possession of the Facility;
 - (d) during the entire Services Period, the Party shall obtain all Applicable Permits that are required for all activities contemplated under this Agreement including the operation of the Facility unconditionally, or if such Applicable Permits are subject to conditions, then complying with all such conditions such that such Applicable Permits are and shall be kept in full force and effect for the entire Services Period;
 - (e) it shall not, without the prior written consent of the Authority or otherwise as stated in ANNEX XV, change the level of education being provided at the Facility (i.e. if a Facility is providing primary level education, it would continue to do so);
 - (f) it shall follow the national curriculum prescribed by the Government Authorities and shall use the reading materials and other books prescribed and/or provided by the Government Authorities, including the Authority. Without prejudice to the foregoing, the Party shall be free to assign any additional reading materials, books or methods of learning that are permitted under the Applicable Laws;
 - (g) it shall as reasonably possible ensure expenditure and costs associated with the performance of the obligations as contemplated under the Concession Agreement in pursuance of the Financial Bid having taking into account the existing and anticipated enrollment of students in the School;
 - (h) it shall ensure compliance with all Applicable Laws; and
 - (i) it shall undertake, at its own cost and expense, the responsibility of provision of security of the School.
 - (j) []
- 4.1.2. At all times before, during or after the Services Period, the Party shall hold harmless and indemnify the Authority from and against all loss, liability, damage, cost, expense, interest, fines, penalties, claims and amounts paid in settlement, suffered, incurred, paid or payable by the Authority in relation to or arising from

the Party's use of the School or any part thereof. Notwithstanding anything to the contrary, all risks (including any claims and liabilities) relating to the right, title and interests of the Authority in the School or any part thereof shall, during or after the Services Period, vest with the Authority.

- 4.1.3. Notwithstanding anything to the contrary contained in Article 4.1.1 above, the Operator agrees that:
- (a) the Authority and its representatives/nominees shall have full rights to enter upon, access and utilize the Facility, for the purpose of monitoring the performance and activities of the Party under this Agreement or pursuant to this Agreement;
 - (b) the Authority shall have full rights to enter upon, access and utilize the School, for the purpose of exercising their rights and fulfillment of their duties under this Agreement; and
 - (c) Government Authorities shall have the right to enter upon and access the School in accordance with the Applicable Law, provided that such access does not unreasonably interfere with or hinder the performance of the Party's obligations under this Agreement. The Authority shall use its best endeavors to notify the Operator prior to exercising any rights under this Article 4.1.3.
 - (d)
- 4.1.4. The Party shall not engage in (and shall not authorize or permit any Affiliate or any other Person acting on its behalf to engage in), with respect to the Project or any transaction contemplated by this Agreement, any Sanctionable Practices.

5. Performance Security

- 5.1. On or prior to the start Date, the Party shall submit to the Authority an unconditional and irrevocable on demand bank guarantee or standby letter of credit, issued by a scheduled bank operating in Pakistan that is reasonably acceptable to the Authority, having a long-term credit rating of at least "A-" according to the PACRA rating scale for financial institutions, for an amount that is equal to 1% (one percent) of the total Project Cost of PKR [●] /- (in words)³, to secure the due performance of the Party's obligations during the Services Period and for the purposes set out in Article 2.6 and this Article 5 (the "Performance Security").
- 5.2. The Party shall maintain the Performance Security in full force and effect from the date on which it is issued until the date falling 90 (Ninety) Days following the last Day of the Services Period (the "Performance Security Expiry Date"), at which date the Performance Security shall be released.
- 5.3. If the Performance Security is scheduled to expire prior to the Performance Security Expiry Date, then the Party shall notify the Authority of the same at least 30 (Thirty) Days prior to the scheduled expiry of the Performance Security, and the Party shall (notwithstanding such notification) arrange for an extension of the Performance Security such that it remains valid and in full force and effect until the Performance Security Expiry Date. If the Party fails to extend the Performance Security in terms of this Article 5.2, the Authority shall be entitled to drawdown the Performance Security (without any notice, reference or prior

recourse to the Party or any other Person) in full. The amount so received shall be treated as a cash-retention and to the extent that there are no outstanding claims thereto, shall be released upon submission of a new Performance Security acceptable to the Authority or upon the Performance Security Expiry Date.

- 5.4. The Authority shall have the right to draw on the Performance Security (without any notice, reference or prior recourse to the Party or any other Person) upon the Party's failure to honor any of its obligations, responsibilities or commitments under this Agreement. In addition, the Authority shall have the right to draw on the Performance Security (without any notice, reference or prior recourse to the Party or any other Person), as applicable, in accordance with Article 2.6.

6. Services Period

6.1. Commencement of Performance Period

The Party shall be obligated to commence the Services in respect of the School as and from the Effective Date.

6.2. General Requirements

- 6.2.1. The Party, in order to convert the land into Successful School, shall undertake and be responsible for the O&M of the School and shall perform the Services in a manner that is in compliance with the KPIs, the Applicable Laws, the Applicable Permits, the technical proposal provided during the bidding stage and Good Industry Practice.
- 6.2.2. The Party may undertake the O&M of the School and perform the Services itself and/or through its employees and agents possessing the requisite technical, financial, managerial and teaching expertise and capability.
- 6.2.3. The Party shall at all times during the Services Period, provide the Authority, the Independent Expert and their representatives with reasonable access to the School for monitoring of the Services and for conducting inspections and audits in accordance with this Agreement.
- 6.2.4. The School shall develop and implement a safety and surveillance program for the School, comply with the Safety Regulations and adopt appropriate safeguards and measures for security of environment, human life and property at the School in accordance with the Applicable Laws and Good Industry Practice.

6.3. Repair and Maintenance of the School

- 6.3.1. The Party shall maintain the School in line with Good Industry Practice and shall ensure that the School is fully operational throughout the Concession Period.
- 6.3.2. The Party shall not schedule any major repair or maintenance work in respect of the School at any time during the Services Period without the prior written consent of the Authority. The Party shall ensure that all major repair and maintenance work in respect of the School is scheduled at a time during the vacations when the School is free and the consent of the Authority is sought in

respect of such work and the period required to complete the same prior to undertaking such work.

- 6.3.3. When the need arises for an unscheduled outage in order to undertake emergency maintenance during an Academic Year ("Unscheduled Outage"), the Party shall advise the Authority of such need and the commencement and estimated duration of such work. The Authority shall allow the Party to schedule such outage within a period of time that is reasonable under the circumstances and not exceeding the time required by Good Industry Practice.

6.4. Applicable Permits and Applicable Laws

- 6.4.1. The Party shall make any applications required in respect of and obtain all Applicable Permits for the performance of the Services to the Authority, in accordance with the provisions of the Applicable Laws. The costs of complying with this requirement shall be borne solely by the Party.
- 6.4.2. The Authority shall use reasonable endeavors to assist the Party in obtaining the Applicable Permits from the relevant Government Authorities, provided that the Party has complied with all the requirements contained in the Applicable Laws for applying for such Applicable Permits.
- 6.4.3. The Party shall comply with the conditions of all Applicable Permits, the provisions of all Applicable Laws and with Good Industry Practice in carrying out the Services at the School at all times during the Services Period.
- 6.4.4. In the event of any Lapse of Consent, the Party shall notify the same to the Authority within 3 (Three) Days after becoming aware thereof. Following receipt of such notification by the Authority, the Party shall provide the Authority all documents and information notified by the Authority to the Party in respect of such Lapse of Consent.

6.5. Records, Reporting, Accounts and Audits

- 6.5.1. The Party shall maintain records (in both, soft and hard format) of all students, teachers, staff, books, resources, equipment and compliance with the KPIs during the Services Period.
- 6.5.2. The Party shall maintain books of accounts recording all payments received from the students and other revenues derived/collected by it from or on account of the School and the Services.
- 6.5.3. The Party shall make available to the Authority all books and records maintained by the Party upon a request being made by any of them. The Party shall and shall cause its employees and agents to fully co-operate and provide all assistance to the Authority.
- 6.5.4. The Authority will have the right to access, make copies of and audit, all such books, records, accounts, financial statements, reports, evaluations and any other information relating to the performance of the Services.
- 6.5.5. The Party shall also provide the Authority with 2 (two) copies of the Annual KPI's report, duly reviewed and certified by the Independent Expert, within 30 (Thirty) Days of the end of each Academic Year to which they pertain.
- 6.5.6. Audit provision as per above RFP requirements need to be followed.

6.6. Provision of Utilities

- 6.6.1. The Party shall be solely responsible for arranging for all utilities for the operation and maintenance of the School.
- 6.6.2. Where the Party seeks to procure any utilities from Government Authorities, the Authority shall use reasonable endeavors to assist the Party in obtaining rates from such Government Authorities that are no higher than the rates offered to commercial or industrial users of such utilities.

6.7. Employees

- 6.7.1. All teaching and non-teaching staff will be provided by the Party

6.7.2. Appraisal of the Employees

The Party shall evaluate all employees working at the School, including the teaching and non-teaching staff (collectively the Employees), on an annual basis in accordance with the timelines agreed upon between the Parties. The evaluation and appraisal of the Employees shall be based on the Employment Criteria. The Party shall provide the report containing the evaluation of all Employees, carried out at the end of each year, to the Authority within 30 (Thirty) days of the end of each such year.

6.7.3. Training of Employees

- 6.7.4. The Operator shall ensure that the Employees are at all times properly trained in accordance with Good Industry Practice, for their respective functions.
- 6.7.5. Notwithstanding the foregoing, the Party shall be responsible to conduct at least two (2) training session each of at least 18 hours for each Employee, in particular the teaching staff, in each Financial Year. Such training can be provided in-house. The costs of such training sessions shall be borne by the Party.
- 6.7.6. The Party shall ensure that all teacher Trainings are scheduled during the Vacations; provided that any Trainings scheduled during the Vacations should not exceed sixty (60) hours in aggregate; provided further that if any teacher Trainings are required to be conducted during a period other than the Vacations, the Party shall ensure that there is minimum disruption to the Services.

6.8. Books

Prior to the start of each Academic Year or otherwise as may be required, the Authority shall use its best endeavors to provide the relevant text books to be used by the Party at the School, which books shall be in accordance with the national curriculum prescribed by the Government Authorities.

- 6.8.1. The Project Steering Committee will monitor that minimum Single National Curriculum should be followed and if private entity wants to include new advanced level curriculum and learning material with SNC, than it must be discussed and approved with PSC before departing. The Curriculum must be adherent to the policies of the Government of Pakistan.

7. Enrolment

- 7.1. The Party will enroll at least 20% of children free of cost. The Authority will provide selection criteria for OOSC to be enrolled by the Party;
- 7.2. The Party will maintain 1:30 Pupil Teacher Ratio, however in certain case this ratio may be increased prior approval of the Authority;