THE SCHOOL EDUCATION & LITERACY DEPARTMENT

GOVERNMENT OF SINDH

GOVERNMENT ELEMENTARY COLLEGE OF EDUCATION (WOMEN) MIRPURKHAS

REQUEST FOR PROPOSAL

INSTRUCTIONS TO BIDDERS

FOR

NATIONAL COMPETITIVE BIDDING
SINGLE STAGE – TWO ENVELOPE PROCEDURE

INDEX

SR. NO.	SECTIONS	PAGE NOS.
1	IMPORTANT NOTICE	5
2	DEFINITIONS	6
3	INTRODUCTION & PROJECT DESCRIPTION	10
4	BIDDERS	12
5	ELIGIBILITY CRITERIA	14
6	BIDDING DOCUMENTS	19
7	BIDS: PREPARATION	21
8	BIDS: SUBMISSION	24
9	BIDS: OPENING AND EVALUATION	25
10	AWARD OF CONTRACT	28

SR. NO.	ANNEXURE	PAGE NOS.
1	BID DATA SHEET	30
2	APPLICATION/COVERING LETTER	31
3	FORMATS OF POWER OF ATTORNEYS	33
4	CONFLICT OF INTEREST STATEMENT	37
5	INTEGRITY PACT, DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE BIDDERS	38
6	BID SECURITY FORM	40
7	FINANCIAL BID FORM	43
8	CONTENTS OF TECHNICAL BID	45
9	EVALUATION CRITERIA	53
10	WINNING CRITERIA	56
11	GUIDANCE FOR FINANCIAL MODEL	57
12	QUALITATIVE KEY PERFORMANCE INDICATORS	58
13	QUANTITATIVE KEY PERFORMANCE INDICATORS	68
14	EFFECT OF NONCOMPLIANCE OF KPIs	70
15	BASIC INFORMATION FORM	72
16	FINANCIAL DATA FORM	73
17	PARENT COMPANY LETTERS OF COMFORT	74
18	FORMAT OF AFFIDAVIT	78
19	SCOPE OF WORK	79
20	REFERENCE DETAILS OF SCOPE OF WORK IN INSTALLATION PERIOD	82
21	REHABILITATION AND REFURBISHMENT	91
22	GENERAL SPECIFICATIONS	94
23	LAYOUT PLAN AND GLIMPSES OF INSTITUTE	96
24	DETAILS OF THE INSTITUTE	100
25	DRAFT MANAGEMENT CONTRACT	102

LETTER OF INVITATION

Dated _____

Dear Bidder(s),

OPERATION AND MANAGEMENT OF GOVT. ELEMENTARY COLLEGE OF EDUCATION (WOMEN), MIRPURKHAS

The Secretary School Education & Literacy Department of Government of Sindh (hereinafter referred to as the **"Authority"**), hereby invites proposals from interested bidders (hereinafter referred to as the **"Bidders"**) for the rehabilitation, refurbishment, management and operations of Govt. Elementary College of Education (Women), Mirpurkhas.

The institute was established under ADP Scheme 1115 of 1985. The college & hostel building and residential colony were constructed and completed by the Government of Sindh Provincial Building Division Mirpurkhas and handed over to the Bureau of Curriculum and Extension Wing Sindh, Jamshoro in the year 1990. The college started its function with effect from 01-09-1990. The college has a pivotal role in providing / promoting Professional Teacher Education since September 1990 to 2011, 1,099 Primary School Teacher and 483 Elementary School Teacher in-service and pre-service both of district Mirpurkhas, Umerkot, Tharparker and Badin have been trained. Besides capacity building of teacher's short-term courses are being conducted with calibration of Provincial Institute of Teacher Education (PITE) Nawabshah, CIDA, BBSYDP as well as Bureau of Curriculum & Extension Wing Sindh, Jamshoro and other allied agencies.

Now the Government of Sindh & Literacy Department has pleased to out the exiting PTC and CT courses by introducing a new Degree Program named Associate Degree in Education (ADE/B.Ed.) the said program is being launched at this college from 2013 and academic session in the larger interest of Education and well-being of the common people of the area. Furthermore, the layout plan with some glimpses of the Institute and information about the Institute are enclosed herewith as **ANNEXURE "23"** AND **ANNEXURE "24"** respectively**.**

The Institute is affiliated with the University and teaching as per the curriculum and course work approved by Higher Education Commission (hereinafter referred to as **"HEC"**). They have expertise in content based (M.A, B.Sc. & B.S) and professional (M.Ed. and B.Ed.) qualification. The staff is also quite experienced in teaching.

The institute is an ideal space for housing around 144 students at a time.

Through this invitation, the Authority intends to outsource the management and administration of the Institute to the Bidders through management contract under PPP mode, for a period of 10.5 years to improve the quality of Sindh's public education system by establishing a premier teacher training institute that produces highly skilled teachers.

In view of the above background, the GoS invites proposals from eligible national applicants for participating in the aforementioned Project.

The Bidder(s) are expected to update themselves fully about the assignment and the local conditions before submitting the proposal by paying a visit to the GoS as well as the Institute, sending written queries to the GoS and attending a pre-bid conference on the date and time specified in the Data Sheet. Please note that the cost of any such visits or queries is not reimbursable and shall be borne solely by the Bidder(s).

A reputable Bidder will be selected under the procedures described in this Request for Proposals (hereinafter referred to as **"RFP"**) in accordance with the related provisions of the Sindh Public Procurement Rules 2010 amended from time to time (hereinafter referred to as **"SPPR 2010"**), which can be found at http://www.ppms.pprasindh.gov.pk/PPMS/.The key tentative dates (which may be extended by GoS in its discretion) at this stage of the selection process are provided hereinafter.

Yours sincerely,

_____

FOR AND ON BEHALF OF
THE SECRETARY SCHOOL EDUCATION & LITERACY DEPARTMENT-
GOVERNMENT OF SINDH

1. IMPORTANT NOTICE

1.1 This Request for Proposal is provided to the Bidders solely for use in preparing and submitting bids (hereinafter referred to as the **"Bids"**) in connection with the competitive bidding process for the rehabilitation, refurbishment, maintenance, management and operations of Institute in PPP mode (hereinafter referred to as the **"Project"**).

1.2 This RFP is being issued by the Authority solely for use by prospective Bidders in considering the Project.

1.3 Unless expressly specified otherwise, all capitalized terms used herein shall bear the meaning ascribed thereto in the definitions of this RFP.

1.4 The evaluation criterion has been determined by the Authority. Neither any of these entities, nor their consultants, advisors, employees, personnel, agents, make any representation (expressed or implied) or warranties as to the accuracy or completeness of the information contained herein, or in any other document made available to a person in connection with the tender process for the Project and the same shall have no liability for this RFP or for any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of the Project. Neither any of these entities, nor their employees, personnel, agents, consultants, advisors and contractors etc. will be liable to reimburse or compensate the recipient for any costs, fees, damages or expenses incurred by the recipient in evaluating or acting upon this RFP or otherwise in connection with the Project as contemplated herein.

1.5 The Bids submitted in response to this RFP by any of the Bidders shall be upon the full understanding and agreement of any and all terms of this RFP and such submission shall be deemed as an acceptance to all the terms and conditions stated in the RFP. Any Bid in response to the RFP submitted by any of the Bidder shall be construed based on the understanding that the Bidder has done a complete and careful examination of the RFP and has independently verified all the information received (whether written or oral) from the GoS (including from its employees, personnel, agents, consultants, advisors etc.).

1.6 This RFP does not constitute a solicitation to invest, or otherwise participate, in the Project, nor shall it constitute a guarantee or commitment of any manner on the part of the Authority that the Project will be awarded. The Authority reserves the right, in its full discretion, to modify the RFP and/or the Project at any time to the fullest extent permitted by law, and shall not be liable to reimburse or compensate the Bidders for any costs, taxes, expenses or damages incurred by the Bidders in such an event.

1.7 The Bidders shall be responsible for all losses, costs, fees, expenses charges and damages related to their Bids and/or matters relating to this RFP. Regardless of the outcome of the Bidding Process, Authority shall neither be liable to the Bidders in any manner nor shall it be responsible to compensate the same for any such losses, costs, fees, expenses, charges and damages of any nature whatsoever, in each case, in respect of matters relating to this RFP.

1.8 The Authority may, at its sole discretion at any time and without prior notice:

i. change the timetable for Bidding Process, set out in this RFP;

ii. make other changes to the RFP, or add to it, or provide clarifications;
iii. that Authority reserves the right to change any or all of the provisions of the RFP; and
iv. that it shall not be responsible for any losses, costs, fees, expenses, charges or damages if:

(a) it makes such changes;
(b) cancel this Bidding Process, with or without indicating the reason for cancellation.

2. DEFINITIONS

All capitalized terms not specifically defined herein shall have the meaning set forth in the Management Contract:

Authority or SELD or GoS	means the Secretary School Education & Literacy Department, of Government of Sindh
Advance Payment Security	Has the meaning set forth in the draft Management Contract
Annuity Amount Payment Adjustments	Has the meaning set forth in the draft Management Contract
Bid	means the technical and financial proposals to be submitted by the Bidder in response to this RFP
Bid Data Sheet	means the data sheet attached as **ANNEXURE "1"**
Bidder	means an interested bidder who is a registered enterprise / company/ partnership / non-profitable organization ('NGO') or a consortium that is eligible for this bidding process under the SPPR2010
Bid Cost	has the meaning set forth in Section 3.3
Bid Price	means the aggregate of Installation Cost and O&M Cost quoted by each Bidder in its Financial Bid

Bid Security	means the security deposit that a Bidder must provide, in the form of a financial guarantee issued by a scheduled commercial bank operating in Pakistan acceptable to the Government (with a minimum credit rating of 'A-' according to any reputable credit rating agency like JCR-VIS, PACRA, etc., rating scale for financial institutions), in the form and substance as attached hereto as **ANNEXURE "6"** (Bid Security Form) and in the amounts and conditions specified in Section 7.4.1. It is to be clarified here that the Bid Security shall not be in the form of an insurance or corporate guarantee. However, the Bid Security in the form of a demand draft or pay order would also be acceptable.
Bid Security Expiry Date	has the meaning set forth in Section 7.4.1.1
Bid Security Validity Period	has the meaning set forth in Section 7.4.1.2
Bids Submission Deadline	has the meaning set forth in the Bid Data Sheet
Bid Validity Period	has the meaning set forth in Section 7.6.1
Bidding Documents	has the meaning set forth in Section 6.1.1
Bidding Process	has the meaning set forth in Section 3.1.2
Bids Evaluation Report	has the meaning set forth in Section 9.7.1
Clarification/Comments Request Deadline	is specified in the Estimated Timetable
Constitutional Documents	means any documents on the basis of which the Bidder was incorporated/formed/established/came into being and currently working (in its latest form), such as memorandum of association, articles of association, partnership deed, trust deed, etc.
Contract Period	means the tenure of the Project for a period of 10.5 years for which the Institute will be handed over to the Preferred Bidder as per and in accordance with the terms and conditions of the Management Contract
Consortium	means a Bidder comprised of a group of two or more Bidders formed to submit a Bid
Estimated Timetable	has the meaning set forth in Section 3.4.1
Evaluation Committee	means the Technical and Financial Evaluation Committee (**"TFEC"**) notified by Government of Sindh, and has the meaning set forth in Section 9.1.1
Effective Date	means the date notified by the Authority to the Manager as being the date on which the Conditions Precedent are fulfilled or waived

Eligibility Criteria	has the meaning set forth in Section 5.3 against which details with supporting documents are required to be submitted by the Bidders in terms of and in accordance with this RFP
Financial Bid Envelope	has the meaning set forth in Section 8.2.1
GoS	means the Government of Sindh
Installation Period	means the period of 6 months commencing from the date of completion of Conditions Precedents as described in the Management Contract
Installation Performance Security	means a security in the form of a financial guarantee issued by a scheduled commercial bank operating in Pakistan acceptable to the Authority (with a minimum credit rating of 'A-' according to any reputable credit rating agency like JCR-VIS, PACRA, etc., rating scale for financial institutions) and in the amounts equivalent to 5% of the Installation Cost. It is to be clarified here that the security shall not be in the form of an insurance or corporate guarantee. However, this security in the form of a demand draft or pay order would also be acceptable.
Installation Cost	means the portion of Project Cost that is quoted by the Bidder in its Financial Bid related to the goods, works and services required to be completed (as mentioned in the Annexure-19 - Scope of Work) in the Installation Period. A month-wise break-up of Installation Cost (for the Installation Period) shall be included in the Financial Model by each Bidder.
Institute	means the Government Elementary College of Education (Women), Mirpurkhas. The facilities of the Institute are set out in the Annexure 21, 23 and 24. In summary, the facilities of the Institute include but not limited to College Buildings, hostels, practicum school and any other facilities attached with the Institute.
Integrity Pact	means the instrument entitled as 'Integrity Pact' as attached to this RFP as **ANNEXURE "5"**, duly signed by the Authority and the Bidder
Independent Auditor	means a financial expert to be appointed by the GoS and Manager in accordance with the terms of the Management Contract
Independent Engineer	means an engineering expert to be appointed by the GoS and Manager in accordance with the terms of the Management Contract
Independent Expert	means an education expert to be appointed by the GoS and Manager in accordance with the terms of the Management Contract
Lead Partner	has the meaning as ascribed thereto in Section 4.1.2

Management Fee	means the cost charged by the Bidder for providing its services to the Authority for managing and operating the Project during the Installation Period and O&M Period. The Management Fee shall also include the remuneration of key staff, other than the Institute-based staff engaged by the Manager. The Management Fee quoted by the Bidder shall be separate in respect of each year of the Contract Period. The cost head 'Management Fee' shall be adjusted for any Annuity Amount Payment Adjustments based on the evaluation of the Key Performance Indicators (KPIs), therefore, the Bidder is required to quote Management Fee no less than 5% of the total of the O&M Costs as per Financial Model of the Bidder.
Management Contract	means the management contract to be executed between the Authority and the Preferred Bidder (draft of which is attached hereto as **ANNEXURE "23"**
Manager	Has the meaning set forth in the draft Management Contract
National Competitive Bidding	means National Competitive Bidding process to be regulated as Rule 15(2)(b) of the SPPRA of 2010
Notification of Award	has the meaning set forth in Section 10.4.1
O&M	means Operation & Maintenance of the Institute
O&M Period	means the period of 10 years commencing from the day immediately following the completion of Installation Period as certified by the Independent Engineer, Independent Expert and Independent Auditor
O&M Cost	means the portion of Project Cost that is quoted by the Bidder in its Financial Bid, and relates to the goods, works and services required to be completed in the O&M Period
Partner	means group partner of the Consortium of the Bidder
PPP	Public Private Partnership
PPP Act	means the Public Private Partnership Act, 2010 (includes any amendments from time to time)
PPP Node	means the Public-Private Partnership Node, Secretary School Education & Literacy Department established under PPP Act
Preferred Bidder	has the meaning set forth in Section 10.2.1
Project	has the meaning set forth in Section 1.1
Project Cost	means the cost of the Project which will be set out in each Bidder's Financial Bid, in accordance with **ANNEXURE "7"**
Response to Questions Document	has the meaning set forth in Section 5.7

Scope of Work	means the terms of reference that the Manager would have to perform during the Installation Period and O&M Period under the terms of Management Contract and a description of such works is provided in **ANNEXURE "19"**
SPPR 2010	means Sindh Public Procurement Rules 2010
Students	means the students of the Institute
Technical Bid	has the meaning set forth in Section 7.2.1
Technical Bid Documents	means the documents listed in the Section 7.2.1
Technical Bid Envelope	has the meaning set forth in Section 8.2.1

3. INTRODUCTION & PROJECT DESCRIPTION

3.1 Introduction

3.1.1 The GoS has decided to outsource the management and operation of the Institute as per and in accordance with the applicable laws including the SPPR 2010.

3.1.2 The Institute will be managed and run by the Manager on a PPP basis, under the PPP Act. It is envisaged that the Manager will be selected by the Authority through a fair and transparent national competitive bidding method by Single-Stage-Two-Envelope process (hereinafter referred to as the **"Bidding Process"**) and the Authority will enter into a Management Contract with the Preferred Bidder in respect of the Project.

3.2 Project Description

3.2.1 The GoS aims to enter into a Management Contract with credible organization from the private sector to manage and improve the functioning of the Institute by introducing innovations, modernizing the education system, addressing management gaps, maintaining and upgrading the Institutes' building and facilities, and cooperatively working along with teachers, Institutes' staff, surrounding communities and all relevant tiers of the Authority. The Authority intends to award the Management Contract to the Preferred Bidder in order to manage and operate the Institute, as per and in accordance with KPIs defined under **ANNEXURES "12 & 13"**. It is hereby clarified that the Bidder shall not be allowed to increase the Bid Price after the same is accepted by the GoS based on evaluation or at the time of completion of detailed design, if any or on the basis of such detailed design, which will be completed by the Bidder as per the terms of the Management Contract.

3.2.2 The Project is an important part of the GoS's strategy towards developing the Sindh's education sector and improving the quality of teachers' education and to take steps to address the weak performance of the teachers' training institutes and colleges. Accordingly, the Institute managed and run by the Manager will function under provisions of the Management Contract. The admission process will be strictly non-discriminatory and as per the spirit of the applicable laws.

3.2.3 The Authority's key objectives for the Project includes:

i. Improving the functioning of the Institute through innovation and modernization of the education system;
ii. Reducing inefficiencies and addressing the management gaps in public sector teacher education;
iii. Delivering better quality education to the prospective teachers in the province of Sindh;
iv. Encouraging greater private sector's investment in the teacher education sector, in particular in the rural and less developed areas of the province of Sindh.

3.3 Bid Costs

3.3.1 Each Bidder shall bear all costs associated with the preparation and submission of its Bids and the Bidder's participation in the Bidding Process including, without limitation, all costs and expenses related to, participation in pre-bid conferences, preparation and submission of the Bidding Documents, the provision of any additional information, conducting due diligence of the Project, visits to the Project site, engagement of consultants, advisors and contractors and all other costs incurred as part of this Bidding Process up to the signing of the Management Contract by Preferred Bidder (hereinafter referred to as the **"Bid Cost"**)

3.3.2 The Authority shall not be responsible or liable to pay any Bid Costs of any Bidder, regardless of the conduct or outcome of the Bidding Process.

3.4 Timetable

3.4.1 The estimated timetable for the Bidding Process is as follows (hereinafter referred to as the **"Estimated Timetable"**):

Activity	Date
Issuance of Bidding Documents	11th June 2021
Pre-Bid Conference/Bidders Meetings	22nd June 2021 at 11:00 a.m. at the committee room of SELD, 1st Floor, Tughlaq House, Sindh Secretariat, Karachi
Responses to Bidder's queries by the Authority	28th June 2021
Bids Submission Deadline	02:00 p.m. 29th July 2021
Technical Bids Opening	03:00 p.m. 29th July 2021
Technical Bid Evaluation Report AND Invitation to the technically qualified bidders for opening of Financial Bids	19th August 2021
Bid Evaluation Report (Technical & Financial)	2nd September 2021
Publication of the Evaluation Report	2nd September 2021
Notification of Award	16th September 2021
Execution of the Management Contract with Preferred Bidder	30th September 2021

* Final date of Pre-Bid Conference to be announced on the PPP Node SELD website: http://www.seld-pppn.gos.pk

3.4.2 The Authority may, in its sole discretion and without prior notice to the Bidders, amend the Estimated Timetable and the Authority shall not incur any liability whatsoever arising out of amendments to the Estimated Timetable.

4. BIDDERS

This RFP is addressed to all prospective Bidders and has been handed over to all the Bidders.

4.1 Consortium Lead Partner

4.1.1 A Bidder may be a single entity or a group of two or more Bidders form a consortium (hereinafter referred to as **"Consortium"**) comprising of companies/partnerships/ firms, corporate bodies or any other legal entities duly registered under the applicable, permitted and relevant laws for the time being enforced;

4.1.2 Each Consortium shall appoint and authorize one (1) lead Partner, who must hold at least 51% share in the profits of Consortium, (hereinafter referred to as the **"Lead Partner"**) to represent and irrevocably bind all the Partners of the Consortium in all matters connected with the eligibility and tendering process including but not limited to the submission of the Bidding Documents on behalf of the Consortium.

4.2 Consortium Participation Restrictions

4.2.1 No Bidder or Consortium Partner may be eligible if it owns more than five percent (5%) of the shares (directly or indirectly, in terms of voting rights and/or rights to dividends) of another Bidder or Partner of another Consortium;

4.2.2 No Bidder or Consortium Partner may be eligible if it has any representative on the Board of Directors (or equivalent managing body) of another Bidder or Partner of another Consortium;

4.2.3 Notwithstanding the foregoing, a Bidder or Consortium may be eligible if it can present evidence reasonably satisfactory to the Authority that arrangements have been established such that any such cross shareholdings or common directorships do not materially affect the independent investment decisions of the Bidder or Consortium in which such cross shareholding or common directorship exists.

4.3 Evaluation Requirements

4.3.1 If the Bidder is a Consortium it shall clearly indicate in its Bid, which Consortium Partner(s) are to be evaluated for each such Eligibility Criteria.

4.4 Ineligibility of the Bidder

If the Bidder or a Consortium Partner has been barred by any central, state or local government or government instrumentality in Pakistan or in any other jurisdiction to which the Bidder or a Consortium Partner belongs or in which the Bidder or a Consortium Partner conducts its business, from participating in any project on a private participation basis and the bar subsists as on the Bid Submission Deadline. Such entity shall not be eligible to submit a Bid either individually or as a Consortium Partner.

4.4.1 A Bidder (and in the case of a Consortium, any Partner) should not have, in the fifth (5^{th}) years preceding the Bids Submission Deadline:

i. failed to perform any contract with the government, federal government, or local or provincial governments, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or Consortium Partner as the case may be; or

ii. been expelled from any project or contract by any public entity or authority; or

iii. had any contract terminated by any government or government instrumentality for breach by such Bidder or Consortium Partner.

4.5 No Contract

4.5.1 No contract whatsoever is created by or arises from this RFP, which, under no circumstances, constitutes an offer to enter into any contract or arrangement of any nature whatsoever with any party whatsoever.

4.5.2 The GoS, the Authority and any of their departments, employees, consultants, advisors and/or personnel shall not have any obligation, responsibility, commitment, or legal liability of any nature whatsoever towards any Bidder arising from this RFP or any Bid submitted in response to it.

5. ELIGIBILITY CRITERIA

5.1 Language

The Bids prepared by the Bidders and all correspondence and documents related to this RFP shall be submitted in English language**.**

5.2 Documents Comprising the Eligibility Criteria

5.2.1 The Bids shall comprise of the following documents to pass Eligibility Criteria:

i. Part I – the documents or information required by Section 5.3;

ii. Part II – the documents or information required by Section 5.4;

iii. Part III – where the Bidder is a Consortium, the documents required by Section 5.5; and

iv. Part IV – the power of attorney required by Section 5.6.

This RFP shall contain no fees or fee schedules or other reference to rates and fees for undertaking the Project. Bids containing such fee related information will be rejected.

5.3 Part I – Eligibility Criteria

In Part I of the Bidding Document, the Bidders shall submit proof that it meets the Eligibility Criteria set out below (the **"Eligibility Criteria**"):

ELIGIBILITY CRITERIA	REQUIRED DOCUMENTS/INFORMATION
The Bidder or if the Bidder is a Consortium have to be registered companies/registered partnerships/Registered NGO's	The Bidder shall provide copies of the relevant certificate(s)
Registration with Sindh Revenue Board and/or relevant tax authority / Proof of Exemption in tax registration (If allowed)	The Bidder shall provide copies of the relevant certificate(s)
The Bidder, or if the Bidder is a Consortium, the Lead Partner shall have experience in the management and/or operation of local educational institutions of at least 5 years in last 10 years.	The Bidder, or if the Bidder is a Consortium, the Lead Partner of the Consortium, shall provide its list of relevant projects/sites in the form attached as **ANNEXURE "8"** along with supporting documentation to demonstrate that it satisfies this criterion
The Bidder/ Consortium should provide Affidavit/Undertaking by the bidder in respect to not being	The Bidder / Consortium should provide Affidavit in the form attached herewith as Annexure "18"

ELIGIBILITY CRITERIA	REQUIRED DOCUMENTS/INFORMATION
black listed by any Procuring Agency / GoS;	
In case of Consortium, the Consortium Agreement shall be submitted	Consortium Agreement expressly confirming at least the following: In case the Bidder is a Consortium, the Bid shall be accompanied by a certified true copy of the Consortium Agreement. The Consortium Agreement as applicable shall confirm the following information: 1) Date and place of signing; 2) Purpose of Consortium (must include the details of contract works for which the Consortium has been invited); 3) A clear and definite description of the proposed administrative arrangements for the management and execution of the Project; 4) All major duties to be undertaken by each Partner of the Consortium in relation to the Project; 5) Share of each Consortium Partner is to explicitly mentioned; 6) An undertaking confirming that the Consortium Partners are severally liable to the Authority for the performance of the Services as provided in the Scope of Work; 7) Duties, responsibilities and powers of the Lead Partner; 8) The authorized representative of the Consortium.
<u>Net Worth</u> The Bidder, or if the Bidder is a Consortium, the Lead Partner shall have a net worth of at least **PKR 20,000,000/- (Pak Rupees Twenty Million Only)** as presented in the most recent audited financial statements. <u>Average Annual Turnover</u> An average annual turnover of **PKR 40,000,000/- (Pak Rupees Forty Million Only)** over the last three (3) years audited financial statements.	The Bidder, or if the Bidder is a Consortium, the Lead Partner, shall provide the required financial data in the forms presented in **ANNEXURE "16"**along with audited financial statements, duly certified by a certified chartered accountant, for the most recent three (3) full financial years for which such statements are available, including the consolidated balance sheet, income statement and the accompanying notes

5.3.1 Eligibility Criteria - Submission of Evidence of Projects Undertaken by Parent Company

The Bidder, or if the Bidder is a Consortium, the Lead Partner, may include evidence of the projects undertaken by its Parent Company (as defined below) to satisfy the Eligibility Criteria.

For the purposes of the above, **"Parent Company"** means any corporate entity controlling the Bidder, or if the Bidder is a Consortium, any corporate entity controlling the Lead Partner, where **"control"** means having, directly or indirectly, a majority of the voting securities or a majority representation on the Board of Directors (or other similar constituent body) or usually controls on the decision making of the given entity.

In such cases, the Parent Company shall guarantee to the Authority the Bidder's performance obligations under or pursuant to the Management Contract to be executed between the Authority and the Preferred Bidder. For the purposes of the above, the Parent Company shall provide an executed Letters of Comfort in the form attached as **ANNEXURURE "17"**.

5.3.2 Eligibility Criteria - Submission of Evidence of Financial Statements of Parent Company

The Bidder, or if the Bidder is a Consortium, the Lead Partner, may choose to present financial statements from a Parent Company (as defined above) to satisfy the Eligibility Criteria.

In case the Bidder, or if the Bidder is a Consortium, the Lead Partner, may chooses to present financial statements from the Parent Company, it shall submit, in addition to all other documentation required by this RFP, the following documents with respect to the Parent Company:

i. The financial data in the forms presented in **ANNEXURE "16"** along with audited financial statements, duly certified by a certified chartered accountant, for the most recent three (3) full financial years for which such statements are available, including the consolidated balance sheet, income statement and the accompanying notes.

5.4 Part II – Application and Other Documents

In Part II of the Eligibility Criteria, each Bidder shall provide the following:

(i) An Application signed by the Bidder (or if the Bidder is a Consortium, the Lead Partner) as per specimen attached hereto in **ANNEXURE "2"**).

(ii) The following legal documents and background information:

i. basic information of the Bidder (or if the Bidder is a Consortium, each Partner of a Consortium), as detailed including an up-to-date list of shareholders or members or stakeholder of the Bidder (or one list for each Consortium Partner);

ii. certified copy(ies) of the Constitutional Documents, of the Bidder (or if the Bidder is a Consortium, the Constitutional Documents of each Partner of a Consortium); and

iii. certified copy(ies) of the Bidder's certificate of incorporation or registration (or, if the Bidder is a Consortium, each of its Partners).

(iii) An Affidavit, in the form of **ANNEXURE "18"**, confirming that the Bidder (or, if the Bidder is a Consortium, each Partner of the Consortium):

(a) is not in bankruptcy or liquidation proceedings;

(b) has not been convicted of fraud, corruption, collusion or money laundering;

(c) is not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect its capability to comply with the obligations under or pursuant to the Management Contract to be executed between the Authority and Preferred Bidder; and

(d) does not fall within any of the circumstances for ineligibility listed in Section 4.4 (Ineligibility of the Bidder).

5.5 Part III – Consortia Documents and Requirements

If the Bidder is a Consortium, there must be a Lead Partner who is duly authorized (through a power of attorney signed by all the Consortium Partners and attested by Notary Public, as described in Section 5.6) to act on their behalf.

The Bidder shall also provide an Undertaking that there will be no change in the constitution of the Consortium without the prior written consent of the Authority.

A Bidder wishing to be eligible as a Consortium shall submit, as Part III of the Application, a written confirmation, in the form of a letter duly executed by the legal representative of each Consortium Partner, which:

(i) confirms each Partner commitment to the Consortium; and
(ii) Identifies the Partner that will assume the role of Lead Partner on behalf of the other Partner.

5.6 Part IV – Power of Attorney

Each Bidder (or if the Bidder is a Consortium, each Consortium Partner) shall provide, as Part IV of the Application, a written power of attorney in the form attached hereto as **ANNEXURE "3" ("Power of Attorney")**, duly notarized, indicating that the person(s) signing the Eligibility Application has/have the authority to sign the Bids and other relevant documents on behalf of the Bidder.

5.7 Clarifications

A Bidder requiring any clarification on this RFP, Application, Eligibility Criteria, forms, annexure, or any of the requirements set out herein, may send request for

clarification to the Authority in writing with a copy to "The Director, PPP Node" at the e-mail addresses indicated in the **ANNEXURE "1" (DATA SHEET).** Any such request for clarification shall be addressed before 2:00 P.M. (Pakistan time) on 21st June 2021.

Electronic copies of the response, including an explanation of the query without identification of its source (**"Response to Questions Document")**, will be sent to all the Bidders who have requested for clarification. If similar or repeated queries are made by Bidders, those queries may be listed as one query and responded to only once.

5.8 Financial Structure

Government Financial Structure
The current financial structure defined by the GoS for the Institute consists of salary budget, non-salary budget.

Salary of Government staff
Salary of Government staff will continue to come from the office of Accountant General (AG) Sindh. Salary budget of Government staff is allocated in provincial budget.

Salary of staff hired by the Manager
The Manager will budget for staff salary hired to meet KPI of the Institute. This expenditure will be reimbursed on actual basis certified by the Independent Expert and Independent Auditor.

Installation Cost
The Manager will be responsible for rehabilitation, refurbishment and revamping of the Institute and can budget the same with due diligence for the Installation Period. Further details are provided in the draft Management Contract.
Note:
The Independent Engineer will be hired only for the Installation Period and will not be required during O&M Period.

Operations and Maintenance
The Manager will be responsible for repair and operations & maintenance (O&M) of the Institute and can budget the same with due diligence for the duration of the contract period. This expenditure will be reimbursed on actual basis certified by the Independent Expert and Independent Auditor.
Note:
The Independent Engineer will be hired only for the Installation Period and will not be required during O&M Period.

Utilities / Bills / Fees
Utilities / bills will be paid by the Manager in a timely manner and will be reimbursed on actual basis as certified by the Independent Expert and Independent Auditor.

Management Fee
Prospective Bidder will include budget for Management Fee which shall also include overheads and salary of key individual staff who are responsible for managing the facilities. Management Fee is payable to the Manager on the basis of performance, and is subject to Annuity Amount Payment Adjustments.

6. BIDDING DOCUMENTS

6.1 Contents of Bidding Documents

6.1.1 The nature of the Project, bidding procedures, contract terms and technical requirements are prescribed in the Bidding Documents, which include the following (collectively, the **"Bidding Documents"**):

i. RFP;
ii. Annexes to RFP.

6.1.2 Each Bidder shall examine all instructions, terms and conditions, forms, specifications and other information contained in the Bidding Documents. If the Bidder:

(a) fails to provide all documentation and information required by the Bidding Documents; or

(b) submits a Bid which is not substantially responsive to the terms and conditions of the Bidding Documents, such action shall be at the Bidder's risk.

In such a scenario, the Authority may determine that the Bid is non-responsive to the Bidding Documents and may reject it.

6.2 Pre-Bid Conference

6.2.1 The Authority has organized a pre-bid conference on the dates set out in the Estimated Timetable for discussing any comments that the Bidders might have with respect to the Project and the Bidding Documents. Any additional pre-bid meeting, if required, shall be convened by the Authority and the date of such pre-bid conference shall be announced on the Authority's website i.e. www.seld-pppn.gos.pk

6.3 Bidders Comments and Clarifications on Bidding Documents

6.3.1 The Bidders shall have the opportunity to propose comments on the Bidding Documents. However, the Authority may (at its sole and absolute discretion) accepts or rejects such proposals and comments. All comments shall be made in writing and sent to the relevant persons mentioned in the **ANNEXURE "1" (Data Sheet)**;

6.3.2 Electronic copies of the response, including an explanation of the query but not identification of its source (the "**Response to Questions Document**"), shall be sent to all Bidders and shall be hoisted on Authority's PPP Node website. If similar or repeated queries are made by Bidders, those queries may be listed as one query and the Authority may respond to such query only once. The Authority reserves the right not to consider such comments on the Bidding Documents.

6.4 Amendment of Bidding Documents

6.4.1 At any time before the Bids Submission Deadline, the Authority may amend the Bidding Documents, for any reason, whether at its own initiative, or in response to the Bidder's questions, comments or mark-up.

6.4.2 Subject to Section 6.4.1, once revised versions of the Bidding Documents, if applicable, have been issued (the "**Final Bidding Documents**") as set out in the Estimated Timetable then no other communications of any kind whatsoever shall modify the Bidding Documents.

6.5 Bidders Due Diligence

6.5.1 Each Bidder is solely responsible for conducting its own independent research, due diligence, any lawful inspection(s), seeking any independent advice necessary or any other work necessary for the preparation of Bids, negotiation of agreements, and the subsequent delivery of all services to be provided by the Preferred Bidder in accordance with the Management Contract.

6.5.2 No representation or warranty, express or implied, is made and no responsibility of any kind is accepted by the Authority or its advisors, employees, consultants or agents, for the completeness or accuracy of any information contained in the Bidding Documents or the Response to Questions Document, or provided during the Bidding Process or during the term of the Management Contract. The Authority and its advisors, employees, consultants and agents shall not be liable to any person or entity as a result of the use of any information contained in the Bidding Documents or the Response to Questions Document, or provided during the Bidding Process or during the term of the Management Contract.

6.5.3 Bidders may not rely on any verbal statements made by the Authority's advisors, employees, consultants or agents.

6.5.4 All Bidders shall, prior to submitting their Bid, review all requirements with respect to corporate registration and all other requirements that apply to companies that wish to conduct business in the Authority's country. The Bidders are solely responsible for all matters relating to their legal capacity to operate in the jurisdiction to which this Bidding Process applies. Any Bids submitted in response to this RFP will be submitted upon a full understanding and agreement of terms of this RFP and, therefore, the submission of Bids in response to this RFP would be deemed as an acceptance to the said terms.

6.5.5 Data provided by the Authority, particularly in relation to the numerical accuracy, is only indicative information based on input received from multiple sources. The Authority is not responsible for any reliance of such data made by the Bidder in preparation of the Bids.

7. BIDS: PREPARATION

7.1 Contents of Bid

7.1.1 Bidders must prepare and submit their Bids in full compliance with the requirements of this RFP together with the submission of the documents, forms and instruments required for submission by this RFP. Each Bidder shall submit the following documents in two separate, sealed envelopes together with the Bids:

1. Technical Bid; and

2. Financial Bid

7.2 Technical Bid Documents

7.2.1 Format of the Bidding Documents

Each Bidder shall submit a technical proposal (the **"Technical Bid"**) by completing the following documents (collectively, the **"Technical Bid Documents"**):

i. Application/Covering Letter (format provided in the Annexure "2");
ii. Power of Attorney (format provided in the Annexure "3");
iii. Conflict of Interest Statement (format provided in the Annexure "4");
iv. Consortium Agreement as per Section 5.3 (in case the Bidder is a Consortium);
v. Integrity Pact (format provided in the Annexure "5");
vi. Contents of Technical Bid (format provided in the Annexure "8").

7.3 Technical Bid

7.3.1 Each Bidder shall submit a Technical Bid the contents of which are specified in ANNEXURE "8" (Contents of Technical Bid). Each Technical Bid shall be prepared in conformity with the technical requirements specified in this RFP and the Management Contract and must adhere to the format described herein.

7.4 Financial Bid

7.4.1 Bid Security

7.4.1.1 The Financial Bid submitted by each Bidder must be accompanied by a Bid Security in an amount equivalent to one percent (1%) of the Project Cost (as set out by the Bidders in the Bid) in Pakistani Rupees which shall remain valid until the date of expiry of the Bid Security Validity Period (the **"Bid Security Expiry Date"**).

7.4.1.2 The Bid Security shall be in the form and substance as attached hereto as ANNEXURE "6" (BID SECURITY FORM) or in the form of a demand draft or pay order. It is further clarified that no Bid Security in the form of insurance guarantee shall be entertained. The Bidder shall ensure that the Bid Security remains valid for a period of twenty-eight (28) days after the end of the original Bid Validity Period and twenty-eight (28) days after any extension of the Bid Validity Period subsequently requested by the Authority in accordance with Section 7.6 (the **"Bid Security Validity Period"**). The Bidder shall procure an extension of

the Bid Security, at least fifteen (15) days prior to its expiry so that it remains fully valid and effective until the Bid Security Expiry Date. In event of failure by the Bidder to extend the Bid Security, at least fifteen (15) days prior to its expiry, the Authority shall be entitled to draw down in full the Bid Security up to its full outstanding value.

7.4.1.3 Any Bid not accompanied by a Bid Security or accompanied by a bid Security that is not in accordance with this RFP, shall be rejected by the Authority as being non-responsive. The Bid Security of a Bidder that is a Consortium shall secure the obligations of all the member of such Consortium.

7.4.1.4 The Authority shall release the Bid Security of the unsuccessful Bidders once the Management Contract has been signed or upon expiry of the Bid Security Validity Period.

7.4.1.5 The Bid Security of the Preferred Bidder shall be returned upon delivery to the Authority of the Installation Performance Security (as defined in and required by the Management Contract).

7.4.1.6 The Bid Security may, in the discretion of the Authority, be drawn in the full amount by the Authority in the following circumstances:

i. If the Bidder (or any member of a Consortium if the Bidder is a Consortium) withdraws its Bid during the Bid Validity Period; or

ii. In the case of the Preferred Bidder, if the Preferred Bidder fails to:

a. execute the Management Contract for any reason attributable to it prior to the time set forth in the Estimated Timetable; or

b. furnish the Installation Performance Security, as required by the Management Contact; or

c. achieve all the conditions precedents agreed in the Management Contract.

iii. If the Bidder or the Preferred Bidder (i) resorts to deceit and/or fraud in its dealings with the Authority (including the Evaluation Committee), its advisors, employees, consultants or agents or otherwise in relation to the award of the Management Contact; or (ii) is proven to have personally or through an intermediary, either directly or indirectly, offered or attempted to offer a bribe to any Authority's employee involved with the Bid or the award of the Management Contact.

7.4.2 Financial Offer

7.4.2.1 Each Bidder shall submit a Financial Bid by completing the Financial Bid Form set out in ANNEXURE "7" (the **"Financial Bid"**). Bidders shall not amend or change the form in any way.

7.4.2.2 The Financial Bid shall include all taxes, duties, levies or charges in accordance with the Guidelines of Financial Model.

7.4.2.3 If in case, any Bidder does not make provision of taxes, duties, levies or charges in its Financial Bid, whether willfully or erroneously, such Bidder would be required to provide appropriate exemption certificate(s) or prove, as may be the case. Nonetheless, if the Authority receives any notice/receipt for such taxes or charges relating to the Management Contract, the same shall be passed on to the Preferred Bidder to be processed and cleared accordingly.

7.4.2.4 The Scope of Work is given in ANNEXURE "19".

7.4.2.5 Each Bidder is required to attach to its Financial Bid a summary of the Financial Model.

7.4.2.6 In addition, each Bidder is required to provide a copy of the Financial Model (the **"Financial Model**") relating to its Financial Bid on a 'Microsoft Excel/Windows' readable USB memory stick. The file containing the Financial Model shall be in an unlocked and un-password protected Microsoft Excel format and shall be complete, containing, inter alia, a user guide and data book setting out all of the Financial Model's assumptions.

7.4.2.7 The Financial Bid shall be quoted in Pakistani Rupees.

7.5 Language of Bid

7.5.1 All Bids, and all correspondence and documents related to the Bid submitted by the Bidder to the Authority, shall be written in English.

7.6 Bid Validity Period

7.6.1 Bids shall remain valid for ninety (90) days as from the Bids Submission Deadline (the **"Bid Validity Period"**). A Bid valid for a shorter period shall be rejected by the Authority as non-responsive.

7.6.2 In exceptional circumstances, the Authority may solicit the Bidders' consent to an extension of the Bid Validity Period. The request and responses thereto shall be made in writing. Such extension shall be made in accordance with SPPRA rules.

7.6.3 If a Bidder accepts to extend the Bid Validity Period, the Bid Security shall also be extended accordingly. A Bidder may refuse the Authority's request for extension without forfeiting its Bid Security. A Bidder accepting the request to extend its Bid Validity Period shall not be permitted to modify its Bid.

8. BIDS: SUBMISSION

8.1 Format and Signing of Bids

8.1.1 The Bidder shall prepare and submit one (1) printed original, one (1) printed copy and (1) electronic copy (on DVD or USB drive) as specified in the Bid Data Sheet, clearly marking each one as **"BID – ORIGINAL"**, "**BID - COPY NO. 1**" as appropriate.

8.1.2 The original and the printed copy of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or person(s) duly authorized to bind the Bidder to the contract. The letter authorization shall be indicated by written power of attorney accompanying the Bid and submitted as Part II to the Technical Bid Documents in accordance with Section 7.2.1. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing such Bid. All the pages of the Bid must be numbered starting from the first page to the last. Any Bid not substantially adhering to these requirements may be rejected by the Evaluation Committee.

8.1.3 The Bid shall contain no alterations, omissions or additions, unless such corrections are initialed by the person or persons signing the Bid.

8.1.4 Each DVD or USB drive requested shall include a table of contents shall be free of any virus and shall contain non compressed and non-protected files in printable and reproducible PDF format. For the avoidance of doubt, it is expressly specified that DVD or USB drive shall contain a scanned electronic copy of the complete original Technical Bid.

8.2 Sealing and Marking of Bids

8.2.1 Each Bid shall be in a separate envelope indicating the Bid as original or copy clearly marked as "ORIGINAL" and "COPY", as appropriate. The Technical Bid, along with the documents related to the Eligibility of the Bidder, shall be placed in a sealed envelope/box clearly marked "TECHNICAL PROPOSAL" (the "**Technical Bid Envelope**") and the Financial Bid in the sealed envelope clearly marked "FINANCIAL PROPOSAL" (the "**Financial Bid Envelope**"). These two envelopes and/or boxes, in turn, shall be sealed in an outer envelope/box bearing the address and information indicated in the Bid Data Sheet. The envelope/box shall be clearly marked: **"DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE"**. Any Bidder who submits or participates in more than one Bid in respect of the Institute will be disqualified.

8.2.2 The inner envelopes/boxes shall each indicate the name and address of the Bidder so that the Bid can be returned unopened in case it is declared "late" as specified in Section 8.4.

8.2.3 If the outer envelope/box is not sealed and marked as required by Section 8.2.1, the Authority will assume no responsibility for the Bid's misplacement or premature opening. If the outer envelope/box discloses the Bidder's identity, the Authority will not guarantee the anonymity of the Bid submission, but this disclosure will not constitute grounds for Bid rejection.

8.2.4 The Technical Bid Envelope and the Financial Bid Envelope shall each indicate the name and address of the Bidder.

8.2.5 Each DVD or USB drive shall be submitted together with the relevant printed Bids in the same sealed envelopes as provided in the Bid Data Sheet:

a. The DVD or USB drive containing the Bidders' Technical Bid shall be included in the Technical Bid Envelope and shall not contain any elements of the Financial Bid.

b. The Financial Bid shall not be submitted in DVD or USB; however, the Financial Model shall be submitted on USB as stated in Section7.4.2.6.

8.2.6 For the avoidance of doubt, it is expressly specified that the Bidders shall not be allowed to submit their Bids by e-mail.

8.3 Bids Submission Deadline

8.3.1 Bids shall be received by the Authority at the address specified in the Bid Data Sheet no later than the time and date stated in the Bid Data Sheet as the **"Bids Submission Deadline"**.

8.4 Late Bids

8.4.1 Any Bid received by the Authority after the Bids Submission Deadline for any reason whatsoever will be rejected and returned unopened to the Bidder.

8.5 Modification and Withdrawal of Bids

8.5.1 The Bidder shall not modify or withdraw its Bid after submission.

8.5.2 Any withdrawal of a Bid in the interval between the Bids Submission Deadline and the expiration of the Bid Validity Period specified in Section 7.6.1 shall result in the Bidder's forfeiture of its Bid Security, pursuant to Section 7.4.1.

9. BIDS: OPENING AND EVALUATION

9.1 Evaluation Committee

9.1.1 The Bids will be evaluated by the Evaluation Committee constituted in accordance with the Applicable Laws and the requirements set out in this RFP.

9.1.2 The members of the Evaluation Committee shall be prohibited from participating directly or indirectly in the preparation and/or submission of any Bid, and shall be prohibited from providing any assistance to any Bidder for the purposes thereof, except as may be expressly provided herein.

9.2 Opening and Preliminary Examination of Bids

9.2.1 The Evaluation Committee shall open the Bids of each Bidder, in the presence of Bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the Bid Data Sheet. The Bidders' representatives shall bear

identification and authorization documents issued by the Bidder. The Bidders' representatives who are present shall sign a register evidencing their attendance.

9.2.2 The Evaluation Committee shall open the outer envelopes/boxes, one at a time, and take out the inner envelopes/boxes containing the Technical Bids and the Financial Bids. These inner envelopes/boxes shall be placed on a table in open view of the public but shall remain sealed. The Evaluation Committee shall then declare the Bids opening proceedings ended and shall dismiss the Bidders' representatives present.

9.2.3 No Bid shall be rejected at the Bids opening except for late Bids pursuant to Section8.4.

9.2.4 At the opening of each Bid, the Evaluation Committee shall announce the Bidders' names and any other details that it may consider appropriate.

9.2.5 The Evaluation Committee shall prepare minutes of the Bids opening, including the information disclosed to those present in accordance with Section 9.2.1.

9.2.6 The Evaluation Committee shall then proceed to the opening and evaluation of the Technical Bids and Financial Bids.

9.3 Opening and Evaluation of the Technical Bid

9.3.1 The Evaluation Committee shall determine Eligibility of the Bidder as per the Eligibility Criteria as set out in Section 5.3 and then evaluate the Technical Bids on a "pass/fail" basis following the criteria set forth in ANNEXURE "9" (EVALUATION CRITERIA). The Evaluation Committee's determination shall be based on the Eligibility Criteria and on the contents of the Technical Bid as provided in ANNEXURE "8" (CONTENTS OF TECHNICAL BID) without recourse to extrinsic evidence.

9.3.2 Any deficiencies or errors in a Bid will not result in its automatic rejection. In case the Evaluation Committee determines that the Technical Bid is subject to minor deficiencies or certain errors or omissions, it may request for clarifications from the Bidders in writing to correct such deficiencies and submit the cured Technical Documents to the Evaluation Committee in accordance with the requirements set out in this RFP.

9.3.3 The Authority shall notify in writing:

9.3.3.1 each Bidder whose Technical Bid has received a "pass" score that its Technical Bid has been accepted by the Evaluation Committee and that the Bidder is invited to attend the opening of the Financial Bids at the time, date, and location as communicated by the Authority; and

9.3.3.2 each Bidder whose Technical Bid has not received a "pass" score that its Technical Bid has been rejected by the Evaluation Committee and that the Bidder is not invited to attend the opening of the Financial Bids.

9.3.4 For the purposes of this determination, substantially responsive Technical Documents are those that conform to all the terms and conditions of the Bidding Documents without material deviations, objections, conditionality or reservations. A material deviation, objection, conditionality or reservation is one: (i) that affects in any substantial way the scope, quality or performance of the Management Contact; (ii) that

limits in any substantial way, inconsistent with the Bidding Documents, the Authority's rights or the Preferred Bidder's obligations under the Management Contact; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive Technical Documents.

9.3.5 Bids for which the Technical Documents have been determined not to be substantially responsive shall be rejected, and the Bid Security as well as the unopened Financial Bid Envelope of that Bid shall be returned to the representatives of such Bidder.

9.3.6 The Evaluation Committee shall not open, and shall promptly return, the Financial Bid of each Bidder who's Technical Bid has not received a "pass" score and such Bidder's Bid shall not be considered further for evaluation, irrespective of the circumstances.

9.4 Opening and Evaluation of the Financial Bids

9.4.1 The Evaluation Committee shall open the Financial Bid Envelopes of those Bidders whose Technical Bid has received a "pass" score pursuant to Section 9.3.3.1 in the presence of Bidders' designated representatives who choose to attend, at the time, date, and location as communicated by the Authority.

9.4.2 The Evaluation Committee shall prepare minutes of the Financial Bid opening, including the information disclosed to those present in accordance with Section 9.4.1.

9.4.3 The Evaluation Committee shall rank the Financial Bids from the lowest to the highest Financial Bid Cost. Where two or more Bidders are evaluated to have the same Financial Bid Cost, the Evaluation Committee may request that the relevant Bidders submit a best and final financial offer ("**BAFO**") which, if submitted, must result in a lower Financial Bid Cost than the initial Financial Bid Cost. No Bidder shall be obliged to submit a BAFO and failure to do so shall not result in the forfeiture of the Bid Security. BAFOs shall be ranked lowest to highest.

9.4.4 Arithmetic errors in the Financial Bid, if any, will be rectified on the following basis: if there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of errors, its Financial Bid will be rejected.

9.5 Waiver of Non-Conformities in Bids

9.5.1 The Evaluation Committee may waive any minor informality, non-conformity or irregularity in a Bid that does not constitute a material deviation, and that does not prejudice or affect the relative ranking of any Bidder as a result of the Technical Bid and Financial Bid evaluation.

9.6 Contacting the Authority

9.6.1 From the time of Bid submission to the time of the Management Contact award, if any Bidder wishes to contact the Authority, it should do so in writing.

9.6.2 If the Bidder or the Preferred Bidder (i) resorts to deceit and/or fraud in its dealings with the Authority (including the Evaluation Committee), its advisors, employees, consultants or agents or otherwise in relation to the award of the Management Contact; or (ii) is proven to have personally or through an intermediary, either directly or indirectly, offered or attempted to offer a bribe to any Authority's employee involved with the Bid or award of contact, then the Bidder's Bid and, if applicable, the said

award, shall be cancelled and the Bid Security or the Installation Performance Security (as the case may be) shall be forfeited, all without prejudice to any Authority's claim for ensuing damages and without prejudice to any criminal and/or administrative proceedings (or otherwise) in the province of Sindh.

9.7 Evaluation Report

9.7.1 The results of the Evaluation of the Bids conducted by the Evaluation Committee in accordance with this section shall be reflected in the **"Bids Evaluation Report"** which shall be published on the Authority's official website as well as SPPRA website and communicated to the Bidders on the date specified in the Estimated Timetable which shall be in accordance with SPPRA rules, prior to Notification of Award.

10. AWARD OF CONTRACT

10.1 Changes in Eligibility Status

10.1.1 Prior to proceeding with the award of contact, the Authority may verify to its satisfaction that no circumstances, in particular the Bidder's current contract works, future commitments and current litigation(s), have arisen or intervened during the period between the submission of this Bid and before the award of contact; that would change the Authority's opinion as to whether the Bidder still meets all criteria as set out in this RFP.

10.1.2 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the Authority may, subject to Section 10.3, proceed to the next lowest evaluated Financial Bid.

10.2 Award Criteria

10.2.1 Subject to Section 10.1 and 10.3, the Authority shall award the contract to the Bidder whose Bid Price is the lowest, in conformity with Section 9.4.3 (the "**Preferred Bidder**").

10.3 Authority's Right to Accept or Reject

10.3.1 The Authority may, in its sole discretion:

a. accept any Bid;

b. reject any Bid;

c. annul the Bidding Process and reject all Bids;

d. annul the Bidding Process and commence a new process; or

e. waive minor irregularities, minor informalities, or minor non-conformities which do not constitute material deviations in submitting the Bids

at any time prior to the award of the contact without incurring any liability to the affected Bidder or Bidders and without any obligation to inform the affected Bidder or Bidders of the grounds for the Authority's actions.

10.4 Notification of Award

10.4.1 Prior to the expiration of the Bid Validity Period, the Authority shall notify the Preferred Bidder in writing that its Bid has been accepted by the Authority (the "**Notification of Award**").

10.4.2 The results of the Bidding Process shall be published on the Authority's official website in accordance with SPPRA rules prior to Notification of Award.

10.5 Signing of the Management Contract

10.5.1 Following the Notification of Award, the Preferred Bidder shall sign the Management Contract with the Authority. There shall be no negotiation on the terms of Management Contract and modifications (if any) shall only be done in case of lack of clarity or correcting errors.

10.6 Failure to Sign the Management Contract

10.6.1 If the Preferred Bidder fails to comply with the provisions of Section 10.5, this failure shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security and such other remedies as the Authority may take under the applicable law.

ANNEXURE "1"

BID DATA SHEET

The following Bid-specific data shall supplement the provisions in RFP.

S. No.	PROJECT NAME	SINDH EDUCATION MANAGEMENT ORGANIZATIONS
1.	Address and Contact Person of the Authority:	The Secretary School Education & Literacy Department, 1st Floor, Tughlaq House, Sindh Secretariat, Karachi, Pakistan. Tel: +92-21-99211225
2.	Address and Contact Person of PPP Node	Mr. Dilawar Ali Mangi The Senior Director, Public Private Partnership (NODE) 2nd Floor, Old KDA Building, Secretariat No.3, Karachi. Tel: +92-21-9921 3223 Email: ppp.node@sindheducation.gov directorppp.gos@gmail.com
3.	Pre-Bid Meeting	11:00 a.m. 22nd June 2021 at the Committee room of SELD, 1st Floor, Tughlaq House, Sindh Secretariat, Karachi
4.	Address for Submission of Bids, Bid Modifications and Bid Withdrawals *[All Bids need to be submitted/sent to this address. Bids submitted/sent elsewhere will not be considered]*	The Director - PPP Node, Public Private Partnership (Node) 2nd Floor, Old KDA Building, Secretariat No.3, Karachi. Tel: +92-21-9921 3223 Email: directorppp.gos@gmail.com
5.	Number of Copies of Bids	One (1) printed original; One (1) electronic copy (DVD or USB drive); and Two (2) printed copies.
6.	Bids Submission Deadline	02:00 p.m. 29th July 2021
7.	Place and Time of Technical Bids Opening	03:00 p.m. 29th July 2021 at the Committee Room of SELD, 1st Floor, Tughlaq House, Sindh Secretariat, Karachi

ANNEXURE "2"

APPLICATION/COVERING LETTER

[The application/covering letter is to be submitted by the Bidder or if the Bidder is a Consortium its Lead Partner on appropriate company letterhead]

The Secretary School Education & Literacy Department,
Government of Sindh,
1st Floor, Tughlaq House,
Sindh Secretariat,
Karachi, Pakistan.

Date: _____
Place: _____

Dear Sir(s),

OPERATION AND MANAGEMENT OF GOVT. ELEMENTARY COLLEGE OF EDUCATION (WOMEN), MIRPURKHAS

This is with reference to the captioned matter.

Please find enclosed one (1) original (together with two (2) copies (certified to be true copies of the original) of our Bid (the **"Bid"**) for Teacher Training Institute, i.e. Government Elementary College of Education (Women), Mirpurkhas (the **"Project"**) in response to the Request for Proposal issued by the Secretary School Education & Literacy Department of Government of Sindh (the **"Authority"**) dated _____ (the **"RFP"**);

We hereby confirm the following:

1. The Bidis being submitted by (name of the Bidder/Lead Consortium Partner) who is the Bidder/Lead Consortium Partner of the Consortium comprising (mention the names of the entities who are the Consortium Partners), in accordance with the conditions stipulated in the RFP;

2. We have examined in detail and have understood and fully accepted the terms and conditions stipulated in the RFP and in any subsequent communications issued by the Authority and hereby agree and undertake to abide by all such terms and conditions. Our Bid is consistent with all the requirements of the RFP and of any subsequent communications from the Authority;

3. We hereby represent that the information submitted in our Bid is complete, is strictly as per the requirements as stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would be solely liable and responsible for any errors or omissions in our submissions and for any error, omission, defect or deficiency in our Bid;

4. We further hereby represent that we are permitted and authorized under the applicable laws and our corporate documents to submit the Bid for the Project and our submission of the same will not conflict with, result in the breach of or constitute a default under any applicable laws or any covenant, agreement, understanding, decree

or order to which we [(in case of a Consortium) or any of our Consortium Partner] are a party or by which we or any of our properties or assets is bound or affected;

5. Further, we hereby represent that [**.**] (mention names of the entities who are the Consortium Partners), [**.**] (mention name(s) of the entities that are Promoter(s)/Parent Company(s) to satisfy the legal requirements laid down in the RFP;

6. We as the [Bidder/Lead Consortium Partner (Please strike out whichever is not applicable)], designate Mr./Ms. [**.**] (mention name, designation, contact address, phone no., fax no., email ID, etc.), as our authorized representative and signatory who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments etc. on our behalf in respect of the Project. [A Power of Attorney from the [Bidder/Lead Consortium Partner] authorizing the undersigned as the authorized representative, signatory and contact person who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder/Consortium Lead Partner, etc., in respect of the Project is included as a part of the Bid.

FOR AND ON BEHALF OF:
[Insert name of the Bidder/Consortium Lead Partner]

Signature: _____

Name: _____
(Authorized Representative/Signatory)

CNIC No.: _____

Designation: _____

List of Enclosures:

i. Basic Information (including but not limited to the following information) of the Bidder (or if the Bidder is a Consortium, each Partner of a Consortium), as detailed including an up-to-date list of shareholders or members or stakeholder of the Bidder (or one list for each Consortium Partner);

   (a) Legal name;
   (b) Complete head office contact information, including mailing address, telephone and fax numbers, and an e-mail address.

ii. certified true copy(ies) of its Constitutional Documents of the Bidder (or if the Bidder is a Consortium, the constitutional Documents of each Partner of a Consortium);

iii. certified true copy(ies) of the Bidder's certificate of incorporation or registration (or, if the Bidder is a Consortium, each of its Partners);

iv. Affidavit (format attached as ANNEXURE "18"); and

v. Power of Attorney (as per ANNEXURE "3");

ANNEXURE "3"

FORMATS OF POWER OF ATTORNEYS

A. FORMAT OF POWER OF ATTORNEY BY THE BIDDER TO ITS AUTHORIZED SIGNATORY

POWER OF ATTORNEY

[To be printed on stamp paper of PKR 200/-]

Know all men by these presents, we [insert name, address and registered office etc. of the Bidder] do hereby constitute, appoint and authorize Mr./Ms. _____[name, CNIC No. and residential address] who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our submission for the project envisaging Request for Proposal (**"RFP"**) of the Teacher Training Institute, i.e. Govt. Elementary College of Education (Women), Mirpurkhas (**"Project"**), including signing and submission of all documents and providing information/responses to the Government of Sindh (**"GoS"**), representing us in all matters before the GoS, and generally dealing with the GoS in all matters in connection with our submission for the Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

FOR AND ON BEHALF OF
[Insert the name of the Bidder]

Signature: _____

Name: _____

CNIC No.: _____

Designation: _____

ACCEPTED & ACKNOWLEDGED BY THE ATTORNEY

Signature: _____

Name: _____

CNIC No.: _____

Designation: _____

Note:

(1) To be executed by each Bidder and in case of a Consortium, by all the Partners of the Consortium;

(2) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the Constitutional Documents of the Bidder and when it is so required the same should be under common seal affixed in accordance with the required procedure.

B. FORMAT OF POWER OF ATTORNEY BY CONSORTIUM AUTHORIZING LEAD PARTNER

[To be printed on stamp paper of PKR 200/-]

POWER OF ATTORNEY

We (1) _____, (2) _____, (3) _____[Insert the names, office addresses etc. of each Consortium Partner] (hereinafter collectively referred to as the "**Consortium Partners**";

IN FAVOR OF

[Insert the complete name, address of the Lead Partner etc.] (hereinafter referred to as the **"Lead Partner"**)

WHEREAS:

A. The Government of Sindh (**"GoS"**) has invited applications from the prospective bidders for managing and operating of Teacher Training Institute, i.e. Govt. Elementary College of Education (Women), Mirpurkhas (the **"Project"**);

B. The Consortium Partners are interested in submitting Bids for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (the **"RFP"**) issued by the GoS on _____ and other relevant documents in respect of the Project;

C. It is necessary under the RFP for the Consortium Partners to designate one of them as the Lead Consortium Partner with all necessary powers and authorities to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the submission of Bids for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT

We, the Consortium Patterns do hereby designate the [Insert the name of the Lead Partner] being one of the Partner of the Consortium, as the Lead Partner of the Consortium (the Lead Partner), to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Bids' submission for the Project, including submission of application/proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with the GoS, any other government agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the execution of relevant documents as mandated by the RFP with the GoS;

We hereby agree to ratify all acts, deeds and things lawfully done by the Lead Partner pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium.

FOR AND ON BEHALF OF
[Insert the name of each Consortium Partner]

1. Signature: _____

   Name: _____

   CNIC No.: _____

   Designation: _____

2. Signature: _____

   Name: _____

   CNIC No.: _____

   Designation: _____

3. Signature: _____

   Name: _____

   CNIC No.: _____

   Designation: _____

ACCEPTED & ACKNOWLEDGED BY THE LEAD PARTNER (ATTORNEY)

Signature: _____

Name: _____

CNIC No.: _____

Designation: _____

Note:

(1) To be executed by each Consortium Partner;

(2) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the Constitutional Documents (defined in RFP) of the Bidder and when it is so required the same should be under common seal affixed in accordance with the required procedure.

ANNEXURE "4"

CONFLICT OF INTEREST STATEMENT

RELATING TO OPERATION AND MANAGEMENT OF GOVT. ELEMENTARY COLLEGE OF EDUCATION (WOMEN), MIRPURKHAS

The Secretary School Education & Literacy Department,
Government of Sindh,
1st Floor, Tughlaq House, Sindh Secretariat,
Karachi, Pakistan.

Dated _____

OPERATION AND MANAGEMENT OF GOVT. ELEMENTARY COLLEGE OF EDUCATION (WOMEN), MIRPURKHAS (THE "PROJECT")

We, [*Insert the name of the Bidder*] are not aware of any conflict or potential conflict arising from prior or existing contract or relationship which could materially affect our capability to comply with our obligations under or pursuant to the Request for Proposal for the Project;

In particular, other than as disclosed below, we have no prior or existing contracts, negotiations or relationships with the Government of Sindh ("GoS), its affiliates, representatives, advisors or consultants.

We disclose that the following transactions may be in conflict with the Project:

Name of Project	Date Started	Description of Conflict

FOR AND ON BEHALF OF
[Name of the Bidder**]**

Signature: _____

Name: _____

CNIC No.: _____

Designation: _____

ANNEXURE "5"

INTEGRITY PACT, DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE BIDDERS

The Secretary School Education & Literacy Department,
Government of Sindh,
1st Floor, Tughlaq House, Sindh Secretariat,
Karachi, Pakistan.

Dated _____

Dear Sir(s),

OPERATION AND MANAGEMENT OF GOVT. ELEMENTARY COLLEGE OF EDUCATION (WOMEN), MIRPURKHAS (THE "PROJECT")

[*Insert the name of the Bidder*] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (the "**GoS"**) or any administrative subdivision or agency thereof or any other entity owned or controlled by it through any corrupt business practice;

Without limiting the generality of the foregoing, [*the Bidder*] represents and warrants that it has fully declared the brokerage, commission, fees etc., paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from the GoS, except that which has been expressly declared pursuant hereto;

[*Bidder*] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with the GoS and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty. [*Bidder*] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty;

We do hereby declare and confirm that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to the GoS under any law, contract or other instrument, be voidable at the option of the GoS;

Notwithstanding any rights and remedies exercised by the GoS in this regard, the [*Bidder*] agrees to indemnify the GoS for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the GoS in an amount equivalent to ten (10) time the sum of any commission, gratification, bribe, finder's fee or kickback given by [*Bidder*] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from the GoS.

Yours truly,

FOR AND ON BEHALF OF
[Name of the Bidder**]**

Signature: _____

Name: _____

CNIC No.: _____

Designation: _____

ACKNOWLEDGED, ACCEPTED & AGREED

FOR AND ON BEHALF OF
SCHOOL EDUCATION & LITERACY DEPARTMENT,
GOVERNMENT OF SINDH

Signature: _____

Name: _____

Designation: _____

ANNEXURE "6"

BID SECURITY FORM

OPERATION AND MANAGEMENT OF GOVT. ELEMENTARY COLLEGE OF EDUCATION (WOMEN), MIRPURKHAS (THE "PROJECT")

_____2021

The Secretary School Education & Literacy Department,
Government of Sindh,
1st Floor, Tughlaq House, Sindh Secretariat,
Karachi, Pakistan (the "**Beneficiary**")

Guarantee No: _____ **(the Guarantee)**
Date of Issue: _____
Date of Expiry: _____
Guarantee Amount: _____
Name of Guarantor: _____
Name of Principal: _____
Penal Sum of Security: _____

We, [●] being the Guarantee issuing bank (the "**Issuing Bank"**) understand that the following party/parties have responded to the Request for Proposal (**"RFP"**)' issued by the Government of Sindh, dated [●] in relation to the operation and management of Govt. Elementary College of Education (Women), Mirpurkhas (the **"Project"**) (as amended and/or supplemented or as clarified from time to time) by submitting their respective formal proposals /bids:

[*Name of the Bidder*], a [*Insert legal status*] existing under the laws of Pakistan having its [*registered office* or *place of business*] located at [*Insert address*], (the Bidder, which expression includes its successors and assignees).

Further, we, the Issuing Bank, understand that pursuant to the RFP, the Bidder is required to provide to Beneficiary, a bid security in the form of a bank guarantee equivalent to PKR [●] Pakistani Rupees [●] and issued by a scheduled commercial bank operating in Pakistan (with a minimum credit rating of at least 'A-' as rated by Credit Rating Company Ltd. or an equivalent rating by Pakistan Credit Rating Agency ("PACRA");

The above premised, we (the "**Issuing Bank"**) hereby undertake irrevocably and unconditionally on demand to pay to the Beneficiary, without any notice, reference, recourse, evidence, document in support of the demand, the validity, proprietary or legality of the said demand to the Bidder or to any other entity or without any recourse or reference to the RFP or any other document, agreement, instrument or deed, any sum or sums (or any part thereof) equivalent in aggregate up to but not exceeding a maximum amount of PKR [●]/- (Pakistani Rupees [●] (the "**Guaranteed Amount"**)at sight and immediately. Provided however not later than one (1) business day from the date of receipt of the Beneficiary's first written demand ("**Demand"**) at the Issuing Bank's offices located at [●] or through SWIFT instructions transmitted by the Beneficiary's bank (i.e. [●]), on behalf of the Beneficiary, to the Issuing Bank, such Demand referring to this Guarantee and stating the amounts demanded;

We, the Issuing Bank, shall unconditionally honor a Demand hereunder made in compliance with this Guarantee at sight and immediately on the date of receipt of your Demand, as stated earlier, and shall transfer the amount specified in the Demand to the bank account, as notified in the Demand, in immediately available and freely transferable funds in the currency of this Guarantee, free and clear of and without any set-off or deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed;

This Guarantee shall come into force and shall become automatically effective upon the submission of the Proposal by the Guarantor to the Beneficiary in response to the RFP;

After having come into force, this Guarantee and our obligations hereunder will expire on the earlier of:

(i) Bids Submission Deadline + [119 days] (the "**Guarantee Original Expiry Date"**) provided that, in the event the Issuing Bank has receipt of the Demand on or immediately prior to the Guarantee Original Expiry Date, the Issuing Bank shall honour that Demand; or

(ii) when the aggregate of all payments made by us under this Guarantee equals the Guaranteed Amount.

Upon expiry, this Guarantee shall be returned to the Guarantor in terms of the conditions stipulated under the RFP. Multiple Demands may be made by the Beneficiary under this Guarantee but our aggregate liability will be restricted up to the Guaranteed Amount;

We hereby agree that any amendment, renewal, extension, modification, compromise, release or discharge by mutual agreement by the Beneficiary, the Bidder or any other entity of any document, agreement, instrument or deed shall not in any way impair or affect our liabilities hereunder and maybe undertaken without notice to us and without the necessity for any additional endorsement, consent or guarantee by us;

This Guarantee for its validity period shall not be prejudiced or affected in any manner by any change in our constitution or of the Bidder's constitution or of their successors and assignees and this Guarantee shall be legally valid, enforceable and binding on each of their successors and permitted assignees;

All references to any contract, agreement, deed or other instruments or documents are by way of reference only and shall not affect our obligations to make payment under the terms of this Guarantee;

The Beneficiary may not assign / transfer or cause or permit to be assigned or transferred any of their rights, interests and benefits of this Guarantee without our prior written consent, which consent shall not be unreasonably withheld or delayed;

If one or more of the provisions of this Guarantee are held or found to be invalid, illegal, or unenforceable for any reason whatsoever, in any respect, any such invalidity, illegality, or unenforceability of any provision shall not affect the validity of the remaining provisions of this Guarantee;

We hereby declare and confirm that under our constitution and applicable laws and regulations, we have the necessary power and authority, and all necessary authorizations, approvals and consents thereunder to enter into, execute, deliver and perform the obligations we have undertaken under this Guarantee, which obligations are valid and legally binding on and enforceable against us under the Pakistani law and under the laws of the jurisdiction where this Guarantee is issued. Further, that the signatory (ies) to this Guarantee is/are our duly authorized officer(s) to execute this Guarantee;

This Guarantee and all rights and obligations arising from this Guarantee shall be governed and construed in all respects in accordance with the laws of Pakistan. The courts of Pakistan shall have exclusive jurisdiction in respect of any dispute relating to any matter contained herein.

The issuance of this Guarantee is permitted according to the Pakistani law and the laws of the jurisdiction where this Guarantee is issued.

Yours truly,

FOR AND ON BEHALF OF
[Name of the Issuing Bank is to be inserted here]

Signature: _____

Name: _____

Designation: _____

Place: _____

ANNEXURE "7"

FINANCIAL BID FORM

RELATING TO OPERATION AND MANAGEMENT OF GOVT. ELEMENTARY COLLEGE OF EDUCATION (WOMEN), MIRPURKHAS (THE "PROJECT")

Dated _____

The Secretary School Education & Literacy Department,
Govt. of Sindh,
1st Floor, Tughlaq House,
Sindh Secretariat,
Karachi.

Dear Sir(s),

OPERATION AND MANAGEMENT OF GOVT. ELEMENTARY COLLEGE OF EDUCATION (WOMEN), MIRPURKHAS (THE "PROJECT")

Having carefully examined the Bidding Documents, including the Annexes, the receipt of which is hereby acknowledged, and having satisfied ourselves with the nature and location of the works and services referenced above and the general and local conditions to be encountered in the performance thereof, we, the undersigned, propose:

Total Bid Amount (As per Annexure 11)	**PKR [●]/- (Pakistani Rupees [●] Only]**

The summary of Financial Model is provided in Attachment 1 to this Financial Bid Form. In addition, a copy of the Financial Model, as required to be submitted on a 'Microsoft Excel / Windows' readable USB memory stick submitted with the Financial Bid.

We acknowledge that the Financial Bid that we have submitted will remain fixed and will be indexed in accordance with the terms and conditions of the Management Contract.

We acknowledge and agree that the Secretary School Education and Literacy Department (the **"Authority"**) will not be responsible for any errors or omissions on our part in preparing this Financial Bid and the Project Cost, and we shall indemnify the Authority fully in connection therewith.

FOR AND ON BEHALF OF
[*Insert the name of the Bidder*]

Signature: _____

Name: _____

CNIC No.: _____

Designation: _____

ATTACHMENT "1" TO THE FINANCIAL BID FORM

THE FINANCIAL BID FORM – BID PRICE [Included as a Separate Attachment – MS Excel File]

ANNEXURE "8"

CONTENTS OF TECHNICAL BID

No.	Sections to be submitted
1.	**Experience of Management of Educational Institutions** • Demonstration of applicant's expertise, skill-set, and record of successful experience necessary to start, manage, and grow the Institute
2.	**Proposed Methodology and Work-Plan** • A detailed analysis of local and situational contexts, and identified needs. • A detailed methodology and work plan to undertake complete Installation Works of the Institute. • Description of the strategy to improve governance, access, and quality of education in the Institute as set out as in Annexure-24; Optimal maintenance of facilities and provision of a conducive learning environment. • Detailed summary of execution strategy to address governance issues including maintenance of records (teachers' service/profession records, students personal and learning record, infrastructure/asset record, resource utilization record, staff leave record, etc.) Institute discipline, etc. • Detailed administrative and coordinating mechanism which leads to improved management and conducive learning opportunities to every prospective teacher in the Institute details set out in Annexure-24. • A detailed explanation of proposed assessment strategy, teachers' development strategy and evaluation of teachers' performance. • Detailed description of teaching methodologies to achieve the learning outcomes. • Actionable plan for improving individual student learning needs and providing differentiated instruction and, student-centred learning environment. • A robust plan for strategic and managerial data collection, analysis, and use, including assessment strategy, proposed intervention process. • Academic calendar in compliance with the Government of Sindh academic year and vacation periods. • An effective teacher and student attendance management system. • Plan for establishing and optimal utilization of science and computer laboratories. • A detailed work plan with supporting narrative for the first five academic years.
3.	

4.	**Key professional staff qualifications and competence for the assignment**
5.	General Experience
6.	Public Sector Experience

FORM - "A" – BIDDER / CONSORTIUMS ORGANIZATION AND EXPERIENCE

[Provide here a brief description of the background and organization of your firm/entity and each Partner for this Project]

FORM - "B' – BUSINESS INFORMATION

NOTE: There are three separate areas that require coverage under this form, i.e. Business Experience in Teachers Training Education, General Experience and Public Sector Work's Experience. If you feel the need to provide more information which will be relevant here, you may do so using the same format outlined below.

Using this format below, provide information about your firm/Consortium(s) organizations' experience which will be relevant to the requirements of this RFP. Please ensure that these are verifiable.

EXPERIENCE IN TEACHER TRAINING EDUCATION

Name of Organization	
Business/Company/Firm's Activity	
Name of Teachers Training Institute (being Managed/Developed/Controlled)	
Role of prospective Bidder or Consortium member	
No. of teachers trained as per HEC policy / university accreditation	
Established Since	
Number of Staff	
Number of Management Staff	
Number of Working/Filed Staff	
Office Location/Business Address	
Average operational hours of firm/company/institution (per day)	
Amount of Capital Involved	

GENERAL EXPERIENCE

Name of Organization	
Business/Company/Firm's Activity	
Established Since	
Number of Staff	
Number of Management Staff	
Number of Working/Filed Staff	
Office Location/Business Address	
Average operational hours of firm/company/institution(per day)	
Details of overall Experience	
Amount of Capital Involved	

PUBLIC SECTOR'S WORK EXPERIENCE

Name of Organization	
Business/Company/Firm's Activity	
Role of prospective Bidder or Consortium member	
Date of commencement of operations	
No. of teachers trained as per HEC policy / university accreditation	
Established Since	
Number of Staff	
Number of Management Staff	
Number of Working/Filed Staff	
Office Location/Business Address	
Average operational hours of firm/company/institution(per day)	
Details of Public Sector Works/Projects (being completed)	
Amount of Capital Involved	

FORM - "C"- DESCRIPTION OF METHODOLOGY AND WORK PLAN

The methodology and work plan will be detailed precisely as per Annexure-8.

FORM - "D" - TEAM COMPOSITION AND TASK ASSIGNMENT

Professional Staff					
Sr. Nos.	**Name**	**Firm/Company etc.**	**Area of expertise**	**Position**	**Task Assignment**
1					
2					
3					
4					
5					
6					
7					
8					

FORM "E"- FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY INDIVIDUAL STAFF

1. Proposed Position [*only one candidate shall be nominated for each Key Individual position*]:
_____

2. Name of Firm [*Insert name of firm proposing the Key Individual*]:
_____

3. Name of Staff [*insert full name*]:
_____

4. Date of Birth: _____

5. Nationality: _____

6. Educational Qualification: [*Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained*]:

7. Membership of Professional Societies: _____

8. Other Training [*indicate significant training since degrees acquired under point 6 above*]

9. Countries of Work Experience: [*list countries where staff has worked*]:

10. Languages [*for each language indicate proficiency: good, fair, or poor in speaking, reading and writing*]:

11. Employment Record:

[*Starting with present position, list in reversed order, every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, position held*]:
From [Year]: To [Year]:

Employer:

Position held:

12. Detailed Tasks Assigned [List all tasks to be performed under this assignment]:

ANNEXURE "9"

EVALUATION CRITERIA

Only Bidders whose Technical Bids obtain at least seventy-five percent (75%) of maximum marks, and not less than fifty percent (50%) of maximum marks in any sub-section below, shall obtain a **"pass"** score and be technically accepted for evaluation of their Financial Bids under Section 9.3.3.1:

The eligible Bid will be evaluated on the basis of the following criteria(s)

No.	Criteria	Points
1	Financial Soundness	20 points
2	Experience of Management	40 points
3	Methodology and Work Plan	20 points
4	Key Professional Staff	20 points
	TOTAL	**100 points**

a. Financial Soundness of Bidder (in case of Consortium Bid, the Lead Partner): (20 points)

i.	If Average Annual Turnover over the last three years is Rs.40 Million (less than 40 million will score no points) **(maximum 10 points)**	5 points + 1 point for each increase of Rs.10 million
ii.	If Net Worth is greater than 20 million in the most recent audited financial statements (less than 20 million will score no points) **(maximum 10 points)**	5 points + 1 point for each increase of Rs. 10 million

b. Experience of Management of Educational Institutions (40-Points)

i.	General Experience of management and operations of at least 10-Years (maximum 5 points)	3 points + 1 point for each additional year
ii.	Specific experience of management of educational institutions of at least 5 –Years (maximum 25 points)	10 points + 3 point for each additional year
iii.	Additional experience of managing the public sector education institutions above 3-years (maximum 10 points)	5 points + 1 point for two additional years

c. Proposed Methodology and Work-Plan: (20-Points)

i.	Understanding of local context	02 point
ii.	Detailed coverage of methodology and work plan for the Installation Works	02 points
iii.	Strategy to improve governance, access and quality of Education	03 points
iv.	Detailed administrative and coordinating mechanism	03 points
v.	Assessment strategy	02 points
vi.	Strategy for teachers' development	03 points
vii.	Plan for establishing and optimal utilization of science and computer laboratories	02 points
viii.	Work plan for first five years (Gantt Chart, supported with narrative)	03 points

d. Key professional staff qualifications and competence for the assignment: (20-Points)

No.	Core Team: (Dedicated, skilled human resource proposed for the project)			Points
a)	Project Director	**Qualification & Experience**	**Points**	[08]
		Qualification Ph.D in Education	03 Points	
		Master in Education (M.Ed)	1.50 points	
		Experience - Post qualification experience in educational institute management for 5 Years or more	05 points	
		Post qualification experience in educational institute management 3 to less than 5 Years	2.50 points	
b)	Education Expert	**Qualification & Experience**	**Points**	[06]
		Qualification Ph.D in Education	03 Points	
		Master in Education (M.Ed)	1.50 points	
		Experience Post qualification experience in operational management of educational institutions more than 5 Years	03 Points	
		Post qualification experience in operational management of educational institutions 3 to 5 Years	1.50 points	
c)	Curriculum Expert	**Qualification & Experience**	**Points**	[06]
		Qualification Ph.D in Education	03 Points	
		Master in Education (M.Ed)	1.50 points	
		Experience Post qualification experience in development or review of curriculum experience more than 5 years	03 Points	
		Post qualification experience in development or review of curriculum experience 3 to 5 years	1.50 points	
			Total points for criteria:	**(20)**

ANNEXURE "10"

WINNING CRITERIA

A Bidder who will quote the lowest financial bid as calculated under Annexure "11" and Attachment 1 to the Financial Bid Form (Annexure 7) will be declared as the Preferred Bidder.

ANNEXURE "11"

GUIDANCE FOR FINANCIAL MODEL

Following are the guidelines for estimating and preparing the financial model for the Bidder(s):

1. The Bidder(s) shall estimate the cost of rehabilitation, refurbishment and improvement, required during the Installation Period as per this RFP. [This cost shall be paid as set out in the draft Management Contract.

2. The Bidder(s) shall estimate the costs of operation and maintenance('O&M') to achieve the KPIs, during the O&M Period, as per this RFP. [Explanation: The cost of salaries of the existing government staff of the Institute shall be directly paid by the GoS to the relevant staff members. Thus, the Bidder is required to quote the salaries of additional staff that it intends to hire during the O&M Period].

3. The Bidder(s) shall quote the bi-annually Management Fee that it intends to receive from the GoS, and such Management Fee shall form part of the cost of O&M.

   While estimating the costs of O&M, the Bidder shall take into account the inflation at the rate of 10% for salary and 7% for other General Expenses.

   The O&M Cost of first bi-annual period of the O&M Period will be released by GoS to the Manager in advance, however for the subsequent bi-annual periods following procedure will be followed:

   i. 30% of the O&M Cost will be paid in advance at the start of relevant bi-annual period; and

   ii. remaining 70% of the O&M Cost will be paid upon receipt of certificate from the Independent Auditor.]

4. The Bidder(s) shall calculate the present value of all the O&M expenses discounted at 7% per annum.

5. The present value of O&M expenses, as per the preceding clause, shall be added to the estimated costs calculated under clause 1 above to arrive at the Financial Bid amount.
   Note: *The expenses heads can however be reallocated and re-appropriated between the heads as per requirement.*

ANNEXURE "12"

QUALITATIVE KEY PERFORMANCE INDICATORS

1	KPI	Institute Management Plan – 08 Marks			
	Measurement / Criterion:	**ACTION PLAN**	**FREQUENCY**	**OBSERVATION MEMO**	**Marks**
		• Annual Management Plan of the Institute	For the first year of the contract period, within 90 days from the commencement of O&M period. For year two (2) onwards, one month prior to commencement of academic year.	The Manager shall develop and/or update Annual Management Plan of the Institute. The same shall be reviewed and approved by the Independent Expert. The annual management plan shall also include Hostels, Practicum School and any other facility attached with the Institute.	**04 Marks**
			Annual Management Plan be developed on monthly level.	Annual Management Plan is implemented accordingly in each semi-annual period basis of the academic year.	
		• Implementation Framework	During the course of academic year, as per schedule indicated in Institute Management Plan	Evidence for completion of all tasks/activities referred to in the Annual Management Plan, and may include field reports, activity completion reports, photographs (ideally with timestamps) and Others	**04 Marks**
			Updates on completion of activities completed to be provided in the Manager's half yearly progress report	Implementation Framework is implemented bi-annually during an academic year	
	Notes/ Guidelines:	**Annual Management Plan:** An all-inclusive Annual Management Plan for the Institute, encompassing all interventions for management of learning and teaching activities; achievement of KPIs including comprehensive security plan for the Institute; and also including the interventions articulated by the Manager in its Technical Bid for the Institute **Implementation Framework:** A framework for day-to-day Operations and Management Procedures, SOPs, e.g., Institute Timetable, Curriculum Management, Lesson Planning, Teaching Methodology Progress Monitoring, Examination/ Assessment System, Skills Development etc., implementation framework time line is mandatory.			

2	KPI	Staff: Attendance, Monitoring, Training, Appraisals and Transportation – 32 Marks			
	Measurement/Criterion:	ACTION PLAN	FREQUENCY	Observation Memo	Marks
		• Development of JDs for Principal, Faculty, and other staff	For the first year of the contract period, within 90 days from the commencement of O&M period. Thereafter, annually it will be reviewed and adjusted for any amendments, if required.	JD documents indicating role, pre-requisites (academic and professional), and prior experience of the incumbent shall be submitted to Independent Expert.	**02 Marks**
		• Biometric attendance of staff	Recording / monitoring of staff attendance in order to ensure improvement in the staff attendance during the course of remaining academic years of the contract.	Reporting of monthly attendance for all staff to be provided in the Manager's Half-Yearly Progress Reports. Includes raw database of biometric staff attendance for the College, monthly staff attendance percentages, narrative on any reasons/justifications e.g. in cases of low staff attendance, narrative on any challenges faced in maintaining or increasing staff attendance and on any change in process of recording daily staff attendance.	**04 Marks**
		• Conducting Training Needs Assessment (TNA)	For the first year of the contract period, TNA (or TNA Plan thereof) to be completed within 60 days of commencement of O&M period. Year two (2) onwards, TNA to be conducted within 30 days of commencement of the Academic Year.	Deliverables to be completed by the Manager includes TNA tools and templates, due conduct of TNA and TNA reports including identified training needs.	**04 Marks**
		• Development of Capacity Development Plan (CDP)	For the first year of the contract period, CDP to be developed based on TNA and completed within 90 days of commencement of O&M period. Year two (2) onwards, CDP to be developed within 60 days of commencement of the Academic Year.	Deliverables to be completed by the Manager includes CDP based on TNA	**03 Marks**
		• Implementation of Capacity Building Plan (CBP)	During the course of Academic Year, as per CBP.	Deliverables to be completed by the Manager includes implementation of CBP, execution of CPD training sessions as per guidelines of HEC policy / university accreditation and updating of staff records. The Manager shall inform the Independent Expert about a faculty training at least one week in advance, so that the Independent Expert may attend and observe the same.	**03 Marks**

	• Implementation of training strategies and skills in teaching learning process	During the course of Academic Year, as per CBP.	To monitor whether the knowledge gained, skills developed and attributions learned during the CBP, are being implemented / practiced in actual classroom teaching process.	**03 Marks**
	• Introducing In-Service Online / Offline Courses	During the course of Academic Year. Updates on in-service courses completed and participants trained to be provided in the Manager's Half-Yearly Progress Reports.	Deliverables to be completed by the Manager includes brochures and/or other advertising material indicating name of designed course, topics covered, photographs of CBP training session, samples of material used, trainer profile and duration/schedule. Conducting of In-Service courses as per schedule.	**03 Marks**
	• Development of staff appraisal system	For the first year, within one (01) year of commencement of O&M period. It is understood that the Manager may update staff appraisal systems as and when required, and intimate the IE thereafter.	Deliverables to be completed by the Manager includes staff appraisal system and appraisal tools & instruments.	**03 Marks**
	• Conducting yearly staff appraisals	At the end of the fiscal year, specifically in June/July	Deliverables to be completed by the Manager includes conducting yearly staff appraisals. The Manager shall update on faculty appraisals to be provided in the Manager's relevant Half-Yearly Progress Reports to the Independent Expert.	**03 Marks**
	• Arrangement of transport facility for staff	Within six (06) of commencement of Installation Period and continue throughout the contract term.	- ensure availability of transport throughout the contract period	**02 Marks**

	Notes/Guidelines:	**Development of JDs for Principal, Faculty and other staff** It is understood that the Manager may update JDs as and when required, and intimate the IE (via email also) thereafter. **Biometric attendance of staff** The Manager is required to ensure biometric attendance of all staff employed at the Institute (i.e. government-appointed, as well as Manager-appointed). The Manager shall also develop a comprehensive policy for leaves, so that these may be marked accordingly and appropriately in the staff attendance registers/biometric machines. The IE will be verifying staff attendance through its standard M&E protocols (including unannounced school visits, cross-checking of student attendance records against actual attendance, etc.). **Conducting Training Needs Assessment (TNA) and Implementation of capacity building plan (CBP)** TNA and development of CBP are associated activities. The overall timeline for completion of both deliverables is mentioned above. As confirmed by the SELD, TNA and are resulting CBP is to be developed primarily for faculty only. The Manager is requested to inform the IE of TNA activities at least one week in advance, so that the IE may attend the same. The CB Plan should identify inter alia whether the faculty training is being developed and implemented in-house or outsourced, its platform (online or offline/in-person), expected training participants, tentative number of hours, and tentative dates/schedule). The total number of training hours for each faculty member is to be confirmed by the Manager. **Introducing In-Service Online / Offline Courses (CPD)** The Manager is expected to develop in-service online/offline courses for in-service teachers of the SELD, and advertise this information through appropriate channels (brochures etc.). Thereafter, the SELD has the prerogative to nominate government staff for these trainings. (Target: 60 participants) No. of training hours to be confirmed from in-service TTIs. The Manager shall inform the Independent Expert about a faculty training at least one week in advance, so that the IE may attend and observe the same. **Development of staff appraisal system and conducting yearly staff appraisals** The appraisal for government staff will primarily be the responsibility of the Institute's Principal. However, the Manager shall facilitate the Principal by providing any administrative data that may be required thereby. The appraisal of Government staff will also be done on the same pattern as the private staff, and the output will be recorded by the Manager and shared with the Institute Principal for discussion and government ACRs to have that attached.

3	KPI	Students: Enrollment, Attendance, Management, Assessment, Practicum and Transportation – 23 Marks			
	Measurement/Criterion:	**ACTION PLAN**	**FREQUENCY**	**Observation Memo**	**Marks**
		• Minimum Student Enrollment	Enrolments to be completed at the start of an academic year	Ensuring yearly enrolment as provided in the Management Contract. The Manager shall provide certified student list and copy of general register, indicating entries for enrolled students.	**04 Marks**
		• Attendance Management of students	Recording/monitoring of student attendance during the course of all academic years.	Deliverables to be completed by the Manager includes Monitoring/recording of student attendance using attendance systems.	**04 Marks**
		• Development of Student Assessment System	Within one (01) year of commencement of O&M period. It is understood that the Manager may update student assessment system as and when required, and intimate the IE thereafter.	Deliverables to be completed by the Manager includes document generally detailing student assessment system, assessment methodology, and arrangement	**03 Marks**
		• Implementation of Student Assessment System	During the course of the Academic Year (with the assumption that the Year comprises of two semesters)	Deliverables to be completed by the Manager includes implementation of Student Assessment System as per guidelines of the HEC policy / university accreditation, as well as conducting of student assessments and updating of student records.	**03 Marks**
		• Analytical Survey on Current Practicum Policy	Within nine (09) months of commencement of O&M period. It is understood that the Manager may update the Practicum Policy as and when required, and intimate the IE thereafter.	Deliverables to be completed by the Manager includes any data collection tools and instruments developed to conduct the study/survey, conducting comprehensive study on Practicum Policy currently implemented at the Institute, report indicating research methodology, template of survey/data collection tools, findings, and recommendations for revising practicum policy.	**03 Marks**

	• Development of Comprehensive Plan Regarding Practicum Schools	For the first year of the contract period, within six (06) months of commencement of O&M period. Year two (2) onwards, along with annual management plan.	Deliverables to be completed by the Manager includes document generally detailing practicum policy, aligned with the requirements of HEC / university accredited and the SELD (if any). Final plan regarding practicum schools shall be submitted to Independent Expert.	**02 Marks**
	• Implementation of Practicum Schools Plan	During the course of each Academic Year, as per developed Practicum Policy.	Deliverables to be completed by the Manager includes implementation of Practicum Schools Plan.	**02 Marks**
	• Arrangement of transport facility for students	Within six (06) months from commencement of Installation Period and continue throughout the contract term.	- ensure availability of transport throughout the contract period	**02 Marks**
Notes/Guidelines:	**Minimum Student Enrolment** The Management Contract allows the Manager to enroll students in the programs (B.Ed. and ADE), as long the total targets for the given year is achieved. Moreover, the enrolment target will be deemed to have been achieved if it retains 95% of students enrolled in that year. **Attendance Management of students** The IE will be verifying student attendance through its standard M&E protocols (including unannounced school visits, cross-checking of student attendance records against actual attendance, etc.). The Manager shall provide evidence to IE including raw database of biometric or paper-based student attendance for the Institute, monthly student attendance percentages, narrative on any reasons/justifications e.g. in cases of low student attendance, narrative on any challenges faced in maintaining or increasing student attendance and on any change in process of recording daily student attendance. **Development of Student Assessment System** The Manager shall develop an overall macro-level student assessment policy and will share with the IE and the SELD for transparency and record purposes. **Implementation of Student Assessment System** Verifications will be conducted on: 1) whether assessment policy was followed 2) examinations scripts 3) marks sheets The IE will thereafter verify (sample-based) whether student achieved the marks that were reported by the Manager, during its verification visits to the Institute. The Manager shall inform the IE of any upcoming assessments at least one week in advance, so that the IE may attend and observe the activity at the Institute. **Implementation of Practicum Schools Plan** Please note that the IE may connect with students to obtain independent feedback regarding their practicum experience.			

4	KPI	Marketing for Student Induction – 06 Marks			
	Measurement/Criterion:	ACTION PLAN	FREQUENCY	OBSERVATION MEMO	Marks
		• Development of Marketing Plan for Induction of Students	Six (06) months prior to commencement of every upcoming Academic Year	Deliverables to be completed by the Manager includes marketing plan for the College for a given Academic Year. The Manager shall submit Marketing Plan for induction of students to the IE.	02 Marks
		• Implementation of Marketing Plan for Induction of Students	During the course of the (upcoming) Academic Year	The Manager shall update IE on marketing plan and conducting of activities mentioned therein during the semester to be provided in the Manager's Half-Yearly Progress Reports. Evidence for completion of all tasks/activities referred to in the Marketing Plan, and may include field reports, activity completion reports, photographs (ideally with timestamps) and others.	02 Marks
		• Development and Dissemination of Institute Prospectus	Three (03) months prior to commencement of the upcoming Academic Year.	Deliverables to be completed by the Manager includes student prospectus (in hard and/or soft copies), disseminated via offline and online channels.	02 Marks
	Notes/Guidelines:	**Development of Marketing Plan for Induction of Students** Development of Marketing Plan and Student Prospectus are expected to be associated/simultaneous activities. **Implementation of Marketing Plan for Induction of Students** The Manager shall inform the IE of any upcoming marketing-related events (such as social media campaigns or school visits) at least one week in advance, so that the IE may attend, observe, and or validate the activity in real time. **Development and Dissemination of Institute Prospectus** Development of Marketing Plan and Student Prospectus are expected to be associated/simultaneous activities.			

5	KPI	Employment Plan and University Linkages - 10 Marks			
	Measurement/Criterion:	**ACTION PLAN**	**FREQUENCY**	**OBSERVATION MEMO**	**Marks**
		• Developing Employment Plan for Students	Within the six (06) months from the commencement of the O&M period and shall be rolled over.	Deliverables to be completed by the Manager includes Employment Plan for Students document.	**02 Marks**
		• Implementing employment plan for students.	During the course of the Academic Year	The Manager shall update on implementation of Employment Plan and conducting of activities mentioned therein during the semester to be provided in the Manager's Half-Yearly Progress Reports to the IE.	**02 Marks**
		• Development plan for strengthening University Linkages	Within six (06) months of commencement of O&M period. From year two (02) onwards as per annual management plan	The Manager shall submit strengthening University Linkages plan document to the IE	**03 Marks**
		• Implementing plan for strengthening University linkages	During the course of the Academic Year	Deliverables to be completed by the Manager includes implementation of University Linkages Plan for Students in the Academic Year. Evidence for completion of all tasks/activities referred to in the University Linkages Plan, and may include details regarding MoUs signed between the Manager and other Universities, activity Completion Reports/Minutes of meetings with potential University partners, photographs (ideally with timestamps) and others.	**03 Marks**

6	KPI	Quality Enhancement – 06 Marks			
	Measurement/Criterion:		FREQUENCY	OBSERVATION MEMO	Marks
		• Development of Quality Enhancement (QE) Plan	Within one (01) year of commencement of O&M period	The Manager shall submit QE plan for the college to the IE	03 Marks
		• Implementing Quality Enhancement (QE) Plan	During the course of the Academic Year, after development of QE Plan		03 Marks

7	KPI	Improving Research Activities – 05 Marks			
	Measurement/Criterion	ACTION PLAN	FREQUENCY	OBSERVATION MEMO	Marks
		• Developing Action Plan for Research Activities at the Institute	Within five (05) years of commencement of O&M period		03 Marks
		• Implementing Action Plan for Research Activities at the Institute	During the course of the Academic Year, after development of Action Plan		02 Marks

8	KPI	Hostels Facilities – 10 Marks			
	Measurement/Criterion	ACTION PLAN	FREQUENCY	OBSERVATION MEMO	Marks
		• Regular repair, maintenance and operations of all the facilities of the hostel	Hostel facilities shall be maintained during each calendar year ensuring proper functioning.	The Independent Expert shall verify the physical condition by-annually based on field survey.	05 Marks

		• Ensure appropriate staff to maintain the hostel facility.	During the course of the Calendar Year.	The Independent Expert shall verify that the staff of the hostel are working as per the JDs required for functioning of the hostel.	**05 Marks**

ANNEXURE "13"

QUANTITATIVE KEY PERFORMANCE INDICATORS

A. QUANTITATIVE KEY PERFORMANCE INDICATORS

1. Complete rehabilitation and improvement of Institutes will be done within 6-Months. However during this period the other activities to achieve the KPI's may be initiated.

2. Minimum induction of Students in the Institute will be as follows:

PRE-SERVICE			
Year	**B.E (4 Years)**	**ADE (2 Years)**	**Total**
1	24	24	48
2	24	24	48
3	24	24	48
4	24	24	48
5	24	24	48
6	24	24	48
7	24	24	48
8	24	24	48
9	24	24	48
10	24	24	48

However, the Bidder shall be at liberty to reallocate the Students in any of the Pre-service program. The Bidder shall also be allowed to induct the Students in any category and in any batch in order to comply the quantitative KPIs. Nevertheless, such induction will be subject to eligibility criteria set out by the Authority.

ANNEXURE "14"

EFFECT OF NONCOMPLIANCE OF KPIs

A. QUANTITATIVE KPIs

i. If the Quantitative KPI's doesn't meet but varies within the margin of 10% then notices will be served to reduce the gaps. More than 10% decrease in the quantitative KPIs will result in proportionate reduction of Annuity Amount Payment.

ii. Example: Targeted KPIs is to enroll 50 students in year two (02). However, KPIs achieved to the extent of 45 students, which is equal to 10% decrease in the target enrollment. Hence, no deduction shall be made. In case, if KPIs achieved to the extent of 40 students, the proportionate reduction would be 10 divided by 50, i.e. 20%.

B. QUALITATIVE KPIs

The adjustments from the annuity amount payments shall be made based on the level / degree of fulfillment of the Qualitative KPIs by the Manager. The adjustments shall be calculated by the Independent Auditor based on the evaluation of the KPIs done by the Independent Expert and the semi-annually invoice generated by the Manager from time to time and in accordance with the draft Management Contract. For the sake of clarity, it may be noted that the formula would be utilized in calculating adjustments / deductions, if any, from the Management Fee; however all other cost heads as provided in the Financial Bid form at the bidding stage would be reimbursed on 'as per actual basis' and within budget estimates against each budget head/ activity and as claimed in the semi-annual invoices generated by the Manager; except for the management fee of the first semi-annual, which shall be paid in full. Furthermore, apart from the management fee (which can only be invoiced for a semi-annual portion of the yearly fee) the total amount claimed in the semi-annual invoices cannot exceed the yearly financial projections unless the same are permitted under the provisions of Management Contract or recommended by the Independent Auditor.

SAP= (MF * PP) + (RA)	
SAP	= (Semi-Annual Payment) Annuity Amount to be paid in Annuity Amount Evaluation Period
MF	= Management Fee (to be paid on semi-annual basis) for Annuity Amount Evaluation Period.
PP	= Performance Percentage given by IE after evaluation of KPIs in the semi-annual period. Performance Percentage shall be calculated on the basis of indicators applicable for a particular semi-annual. i.e. PP= Marks Obtained / Total Marks (of applicable indicators) x 100
RA	= Total Reimbursable Amount in the semi-annual period, as verified by IA, based on invoices.

Example:

For example, the Manager submitted invoices with reimbursable claims of PKR 3,000,000 (RA) and Management Fee (MF) of PKR 700,000 for the concerned semi-annual period. The IE certified achievement of 91% of KPIs as shown in the table below. The total Semi-Annual Payment (SAP) shall be calculated using the following formula:

RA (amount as verified by IA)	=	3,000,000 (after any deductions by IA, if any)
Management Fee Payable (MF * PP)	=	700,000 * 91% = 637,000
Semi-Annual Payment (SAP)	=	637,000 + 3,000,000
Total SAP annuity amount	=	3,637,000/-

ANNEXURE "15"

BASIC INFORMATION FORM

BIDDER INFORMATION:

Name:

Type: (Corporation, Partnership, etc.) Company/Entity incorporation/registration no:

Domicile:

Address of principal office: Telephone number:

Fax number:

E-mail address:

Primary areas of business:

Shareholder/Member certificate (attach separately)

CONSORTIUM MEMBERS INFORMATION: (IF APPLICABLE, FILL IN DETAILS FOR ALL MEMBERS, IDENTIFYING THE LEAD PARTNER AND/OR THE MEMBER(S) TO BE EVALUATED FOR EACH OF THE ELIGIBILITY CRITERIA SET FORTH IN SECTION 5

Name:

Type: (Corporation, Partnership, etc.) Company/Entity incorporation/registration no:

Domicile:

Address of principal office: Telephone number:

Fax number:

E-mail address:

Primary areas of business:

Shareholder/Member certificate (attach separately)

ANNEXURE "16"

FINANCIAL DATA FORM

NET WORTH AND TURNOVER

i. Financial Year End [*insert the date and year*]

Bidder (or if the Bidder is a Consortium, the Lead Partner)

Years	Value of Total Assets	Total Liabilities	Net Worth
[*insert the Year*]	[*insert the amount in PKR*]	[*insert the amount in PKR*]	[*insert the amount in PKR*]

ii. Financial Year End [*insert the date and year*]

Bidder (or if the Bidder is a Consortium, the Lead Partner)

Years	Turn Over	Average Turn Over
[*insert the Year*]	[*insert the amount in PKR*]	-
[*insert the Year*]	[*insert the amount in PKR*]	[*insert the Average amount in PKR*]
[*insert the Year*]	[*insert the amount in PKR*]	[*insert the Average amount in PKR*]

ANNEXURE "17"

PARENT COMPANY LETTERS OF COMFORT

A- PARENT COMPANY LETTER OF COMFORT IN RELATION TO THE PROJECTS UNDERTAKEN

The Secretary School Education & Literacy Department,
Government of Sindh,
1st Floor, Tughlaq House,
Sindh Secretariat,
Karachi, Pakistan.

Dated _____

Dear Sir(s),

OPERATION AND MANAGEMENT OF GOVT. ELEMENTARY COLLEGE OF EDUCATION (WOMEN), MIRPURKHAS

We refer to the request for Request for Proposal ("**RFP**") issued by the Secretary School Education & Literacy Department, dated [●] from Bidders (defined in RFP) for the operation and management of Government Elementary College of Education (Women), Mirpurkhas (the "**Project**");

According to the RFP, the Bidder, or if the Bidder is a Consortium, at least one of the Consortium Partner, may choose to include evidence of projects undertaken by its Parent Company (as defined below) to satisfy Eligibility Criteria of the Project;

For this purpose, the **"Parent Company"** means any corporate entity controlling the Bidder, or if the Bidder is a Consortium, the **"Lead Partner"** and **"control"** means having, directly or indirectly, a majority of the voting securities or a majority representation on the Board of Directors (or other similar constituent body) or usually controls the decision making of the given entity.

In consideration of the above, we hereby confirm and undertake that:

(i) We are the Parent Company of [name of Bidder or a Consortium Partner], which is seeking for eligibility for the Project as [Bidder/Consortium Partner]; and

(ii) We hereby irrevocably and unconditionally guarantee the performance obligations of the Bidder under or pursuant to the RFP;

(iii) We undertake to indemnify the Authority against any loss, penalties, charges, fees, expenses or costs arising in the event of default on the part of the Bidder;

(iv) We shall make available sufficient funds (if required) and resources to [name of Bidder or a Consortium Partner] to enable it to meet its obligations as the shareholder/Partner of the Bidder and otherwise act as a prudent and careful Project sponsor.

Except where the context requires otherwise, capitalized terms used in this letter shall have the meaning ascribed thereto in the RFP.

Yours faithfully,

FOR AND ON BEHALF OF
[Name of Parent Company]

Signature: _____

Name: _____

CNIC No.: _____

Designation: _____

B- PARENT COMPANY LETTER OF COMFORT IN RELATION TO THE FINANCIAL OBLIGATIONS

The Secretary School Education & Literacy Department,
Government of Sindh,
1st Floor, Tughlaq House,
Sindh Secretariat,
Karachi, Pakistan.

Dated _____

Dear Sir(s),

OPERATION AND MANAGEMENT OF GOVT. ELEMENTARY COLLEGE OF EDUCATION (WOMEN), MIRPURKHAS (THE "PROJECT")

We refer to the Request for Proposal ("**RFP**") issued by the Secretary School Education & Literacy Department, dated [●] from Bidders for the operation and management of Government Elementary College of Education (Women), Mirpurkhas (the "**Project**").

According to the RFP the Bidder, or if the Bidder is a Consortium, at least one of the Consortium Partner, may choose to present financial statements from a Parent Company to satisfy financial criteria or credentials to satisfy the required experience, required for the Project.

For this purpose, the **"Parent Company"** means any corporate entity controlling the Bidder, or if the Bidder is a Consortium, the Parent Company, and **"control"** means having, directly or indirectly, a majority of the voting securities or a majority representation on the Board of Directors (or other similar constituent body) or usually controls the decision making of the given entity.

In consideration of the above, we hereby confirm and undertake that:

(v) We are the Parent Company of [name of Bidder or a Consortium Partner], which is seeking for eligibility for the Project as [Bidder/Consortium Partner];

(vi) We hereby irrevocably and unconditionally guarantee the financial obligations (if required) of the Bidder under or pursuant to the RFP;

(vii) We undertake to indemnify the Authority against any loss, penalties, charges, fees, expenses or costs arising in the event of default on the part of the Bidder;

(viii) We shall make available sufficient funds (if required) to [name of Bidder or a Consortium Partner] to enable it to meet its obligations as the shareholder/Partner of the Bidder and otherwise act as a prudent and careful Project sponsor.

Except where the context requires otherwise, capitalized terms used in this letter shall have the meaning ascribed thereto in the RFP.

Yours faithfully,

FOR AND ON BEHALF OF
[Name of Parent Company]

Signature: _____

Name: _____

CNIC No.: _____

Designation: _____

ANNEXURE "18"

FORMAT OF AFFIDAVIT

[To be printed on stamp paper of PKR 50/-]

[REQUIRED FROM EACH CONSORTIUM PARTNER]

The Secretary School Education & Literacy Department,
Government of Sindh,
1st Floor, Tughlaq House, Sindh Secretariat,
Karachi, Pakistan.

Dated _____

OPERATION AND MANAGEMENT OF GOVT. ELEMENTARY COLLEGE OF EDUCATION (WOMEN), MIRPURKHAS (THE "PROJECT")

Pursuant to the Request for Proposal dated [please insert the date] (**"RFP"**) in respect of the operation and management of Govt. Elementary College of Education – (Women), Mirpurkhas [Name of Bidder/Lead Partner of Consortium] hereby represents and warrants that, as of the date of this Affidavit [Name of Bidder/Lead Partner of Consortium], and each Partner of our Consortium (if applicable):

(a) is not in bankruptcy or liquidation proceedings;

(b) has not been convicted of fraud, corruption, collusion or money laundering;

(c) is not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect its capability to comply with the obligations under the management contract; and

(d) does not fall within any of the circumstances for ineligibility listed in Section 4.4 (Ineligibility of a Interested Person) of the RFP;

(e) that whatever stated above are true and correct to the best of my/our knowledge and belief and nothing has been concealed.

DEPONENT

FOR AND ON BEHALF OF
[Insert name of the Interested Person]

Signature: _____

Name: _____

CNIC No.: _____

Designation: _____

ANNEXURE "19"

SCOPE OF WORK

1. Rehabilitation and revamping of existing building and structure (where required);
2. Converting the Institute into a high tech and modern teachers' training Institute;
3. Developing the institute with aesthetic sense so that students can study in a comfortable environment;
4. Developing the institute according to the high standards and in line with standards of HEC and affiliated University;
5. Operating and maintaining the institute with an object to impart quality education so quality teachers should be available for teaching in Sindh province, with prime focus on B.Ed. program.

A. Installation Period

During the Installation Period, the scope of work of Manager shall constitute the following works: GECE (W) Mirpurkhas require rehabilitation & refurbishment.

1. Providing any Additional furniture, fixture and Equipment's for students, teachers and Staff for the Institute that include but not limited to the following:

    - Any chairs/benches for students within the Institute including the Hostel facilities.
    - Any tables, chairs, computer system/Laptops and printers for staff of the Institute.
    - Any white board, rostrum, multimedia for classes.
    - Any computers with UPS backup and other ICT equipment's for Labs
    - Any setup of Science labs
    - Any facility will be under CCTV surveillance System with reasonable video recording backup for the Institute.
    - Any basic Fire prevention plan/system for the Institute
    - Any water dispensers with filtration system for students, teachers and staff for the Institute.
    - Any refrigerators for canteen, Hostel and academic building.
    - Any Geyser's for academic and hostel building.
    - Any public-address System
    - Any communication system with internet facility

2. Providing walk through gates and manual barriers
3. Providing guard patrol system
4. Providing access control system for staff (access of multiple electronic doors)
5. Implement Bio-metric attendance of staff for recording / monitoring of staff attendance during the Installation Period.
6. Providing campus management information system.
7. Arranging subscription of international research websites for research purpose.
8. Arranging vehicles for office, teachers and students use.

9. Providing and maintaining appropriate comprehensive insurance for all the work in progress
10. Paying and keep paid up all utility bills at all times during the Installation Period.
11. Any other area deemed necessary to ensure optimum efficiency

Annexure "20" is attached herewith for reference details.

B. <u>Operations & Maintenance Period</u>

During the O&M Period, the scope of work of Manager shall constitute the following works:

1. Maintaining the Institute(s) including hostel and campus building in the same condition in which the Institute is immediately post Installation Period

2. Ensure Bio-metric attendance of staff for recording / monitoring of staff attendance during the O&M Period.

3. Cleanliness shall at all times be maintained as per SOP (to be developed by the Manager) to be built as per KPIs

4. Providing and maintaining appropriate comprehensive insurance at all times

5. Hiring and utilizing the teaching and nonteaching staff to meet KPIs

6. Keeping the Institute(s) safe and secure at all times.

7. Paying and keep paid up all utility bills at all times, keeping in view the efficient utilization of the utilities

8. Arranging transport facility for teachers and students

9. Generally maintaining the sports equipment's, utilities, landscaping, software's, teacher resources, etc.

10. Facilitating the statutory and other audit process in respect of books of accounts and technical details as per the Management Contract

11. Generally taking all the steps to achieve the qualitative and quantitative KPIs relating to the O&M Period

12. Providing and maintaining appropriate comprehensive insurance policies as follows:

    i. Damages to the Institute and O&M Works
    ii. Comprehensive Third Party Liability
    iii. Cash-in-Transit
    iv. Workmen compensation insurance as required under the Applicable Laws

v. Force Majeure Events

13. Introduce innovative approaches through technology use for the students and faculty.

ANNEXURE "20"

REFERENCE DETAILS OF SCOPE OF WORK IN INSTALLATION PERIOD

A – "SPECIFICATIONS OF SCIENCE LAB"

Following is the Indicative Breakup for Equipment and Supplies (for reference) for Institutes based Science Lab. However, based on Bidders' Institutes based Survey, they can propose even better solutions.

EQUIPMENTS FOR BIOLOGY LAB

Biology Lab Equipment's:

S. No.	EQUIPMENTS FOR BIOLOGY LAB	Qty
1	Compound Microscope L-101 with wooden box and weight	5
2	Human skelton Plastic	1
3	Human "Brainn Model Plastic"	1

Biology Laboratory Supplies:

S. No.	ANNUAL SUPPLIES FOR BIOLOGY LAB	Qty
1	Plane Glass slide per Packet	5
2	Test tube 12 x 100 mm bomax	4
3	Glass Dropper	25
4	Peteri Dish 10 Orn	10
5	Iodine	2
6	Glycerin	2,300
7	Cotton	2
8	Dissecting dishes with wax	2
9	Cobalt Chloride paper	10
10	Eosin solution	500
11	Prepared slide of Bacteria set of 3	2
12	Prepared Slide of Chlymadomanas	2
13	Prepared slide of siprogyra	2
14	Prepared Slide of dicot stem	2
15	Prepared Slide of Ameoba	2
16	Prepared Slide of Paremecium	2
17	Prepared Slide of Mosquito Set of 4	2
18	Prepared slide of Mitosis Set of 5	2
19	Prepared slide of Meosis set of 12	2
20	Prepared slide of Brasica Root	2
21	Prepared slide of Brasica stem	2
22	Prepared slide of Brasica leaf	2
23	Preserved specimen in glass slab	1
24	Prepared slide of funeria	2

S. No.	ANNUAL SUPPLIES FOR BIOLOGY LAB	Qty
25	Preserved specimen of Jelly fish in glass slab	1
26	Preserved specimen tape worm in glass slab	1
27	Preserved specimen of Snail in glass slab	1
28	Preserved specimen of starfish in glass slab	1
29	Preserved specimen of sea urchin in glass slab	1
30	Preserved specimen of sea horse in glass slab	1
31	Prepared slide of Euqlena	2
32	Preserved specimen of Dog fish in glass slab	1
33	Preserved spedimen of Cuttle fish in glass slab	1
34	Preserved specimen of naries in glass slab	1
35	Prepared slide of plasmodium	2
36	Prepared slide of monocot stem	2
37	Prepared slide of animal & plant tissues	2
38	Prepared slide of monot cot root	2
39	Cover slip 18 x 18 mm	4
40	Disecting Box large size	10
41	Test Tube 25 x 150mm bomax	2
42	Gennouspotometer with stand	6
43	Model of Amebeoba Plastic Pas	1
44	Model of Pitcher Plant set	1
45	Prepared slide of sproangia	2
46	Model of Human teeth (set)	1
47	Model oaluman heart Plastic	1
48	Model fo Human eye Plastic	1
49	Model of Human Kidney Plastic	1
50	Bell Jar	2
51	Vaccum flask	2
52	Magnifying glass	10
53	DNA Model	1
54	Biology Charts set of 10	2
55	Dissecting Microscope	5
56	Benedicts solution	500
57	Fehling's solution A.I3	500

B – "EQUIPMENT FOR CHEMISTRY LAB"

Chemistry Laboratory Supplies:

S. No	ANNUAL SUPPLIES FOR CHEMISTRY LAB	Qty
1	Copper Sulphate	2
2	Alum Potash	2
3	Hydrochloric acid	5
4	Sodium Hydroxide	4
5	Sulphuric acid	5
6	Ammonium Chloride	2
7	Calcium Carbonate	2
8	Beaker 100m1	10
9	Beaker 250m1	10
10	Beaker 500m1	10
11	Beaker 1000m1	10
12	FonnTcli Flask 250	10
13	Namtelottom Flask 250m1	113
14	rulrinaolettom Flask 250m1	10
15	Litmus Paper (Red)	15
16	Litmus Paper (Blue)	15
17	Spirit lamp glass 150m1	10
18	Glass tubbing diff size	10
19	Burette graudated 50m1	10
20	Pippetel0m1	10
21	ThennameterCentrigrade	10
22	Sulphur	6
23	Carbon disuphide	2
24	Woulf bottle 250m ml	10
25	Thistle flumel	10
26	Cork Borer set of 3 Brass	10
27	Cork Rubber different sizes	40
28	Wire gauze 4" x 4"	10
29	Burette stand IvIetalic F-type	10
30	Glass stirrer	10
31	Tripod stand 5" high	10
32	Funnel 4" dia	10
33	China dish 35cc	10
34	China Dish 60 cc	10
35	Filter paper	10
36	PH paper 1-14	8
37	Test Tubes 16x 150nun	48
38	Phenolphthalein	100
39	Methyl Orange	100
40	Iron Dust	2
41	Zinc Metal	2
42	Gas Jar lid with hole	10
43	Gar Jar lid without Hole	10
44	Sodium Chloride	2

S. No	ANNUAL SUPPLIES FOR CHEMISTRY LAB	Qty
45	Oxalic acid	2
46	Spirit Mathelated	4
47	Potassium Permanganate	6
48	Balance Digital 0 to 100gms	4
49	Iron stand large size superior	10
50	Cappilary tube different size	5
51	Fusion tubes G. Glass	5
52	"Test Tubes stand den Prl	10
53	Test tube holder	10
54	Dish Holder iron tongue	10
55	Water Tub Plastic	10
56	Beehive shelf	10
57	Electrodes 3 zinc + 3 copper.	6
58	Key two way	10
59	Measuring flask 100m1	5
60	Periodic table	2
61	Triangular File	5
62	Bulb	10
63	Potassium Sulphate	2
64	Aluminum Sulphate	2
65	Nitric Acid	5
66	Sodium Zeolite	1

C – "EQUIPMENT FOR PHYSICS LAB"

Physics Lab Equipment's:

S.No	EQUIPMENT FOR PHYSICS LAB	Qty
1	**Micro Meter 25nun** **MODEL: 03012-00** **Description:** Micrometer with ratchet stop.	5
2	**Prism, 60 degrees, h.45 mm, flint** **MODEL: 08239-00** **Description:** Flint glass prism.	5
3	**Light path and focal length of a convex lens** **MODEL: P1065300** **Description:** In conjunction with the experiments on the refraction of light, this experiment is of particular importance. Knowledge of the law of refraction is strengthened and transferred to new contexts.	4
4	**Free fall with Cobra4** **MODEL: P2130760** **Description:** The fall times t are measured for different heights of fall h.	4
5	**Helical spring pendulum** **MODEL: P1002700** **Description:** students discover with a spring pendulum the factors on which the oscillation period of a helical spring.	4
6	**Glass plate, optical** **MODEL: 08302-00** **Description:** Plate of glass to demonstrate the parallel shift of light beams.	5
7	**Precision Balance, Sartorius QUINTIX213-1S, 210 g / 0,001 g** **MODEL: 49281-99** **Description:** features, technology, ergonomic style, and, above all, the entirely new, user-friendly operating design of the balance that makes workflows much more efficient.	4
8	**Digital stop watch, 24 h, 1/100 s, 1 s** **MODEL: 24025-00** **Description:** Digital stop watch and clock with 6-digit LCD and 3 operation buttons	5
9	**Mathematical Pendulum** **MODEL: P2132100** **Description:** A mass, considered as of point form, suspended on a thread and subjected to the force of gravity, is deflected from its position of rest.	4
10	**Compact inclined plane apparatus** **MODEL: 11301-00** **Description:** Practical compact device to demonstrate the investigation of the forces which keep a body in equilibrium on an inclined plane.	5

S.No	EQUIPMENT FOR PHYSICS LAB	Qty
11	**Force and displacement on a fixed pulley** **MODEL: P1000800** **Description:** The students should deflect a force with a fixed pulley and determine whether the forces and distances are changed by doing this.	4
12	**Magnetic Compass ,Projection Type** **MODEL: 06350-01** **Description:** For demonstration of the fuction of a compass with an overhead projector.	5
13	**Reflection by a concave mirror** **MODEL: P1063900** **Description:** reflection of light because it reinforces the students' knowledge of the laws of reflection by a plane mirror and applies it to other situations.	4
14	**Tunning Fork 440Hz** **MODEL: 03424-00** **Description:** To create a sound of a certain frequency.	5
15	**Voltmeter, 0.3-300 V DC, 10-300 V AC MODEL: 07035-00** **Description:** voltmeter 0.3 - 300 V DC,10 - 300 V AC.	5
16	**Decade resistance box, 1 Ohm - 10 MOhm** **MODEL: Item no.: 06194-10** **Description:** Resistance variable in steps to be used e.g. as a comparative value in bridges,	4
17	**Connecting cord, 2 mm-plug, 5A, 500 mm, blue** **MODEL:** 07356-04	5
18	**Laws of lenses and optical instruments** **MODEL: Item no.: P2210200** **Description:** The focal lengths of unknown lenses are determined by measuring the distances of image and object and by Bessel's method. Simple optical instruments are then constructed with these lenses.	4
19	**Reflection by a concave mirror** **MODEL: P1063900** **Description:** reflection of light because it reinforces the students' knowledge of the laws of reflection by a plane mirror and applies it to other situations	4
20	**Galvanometer -3.5...0...3.5 mA DC MODEL: 07039-00** **Description:** obust device for induction experiments and for zeroing in bridge circuits.	5
21	**Rheostat, 330 Ohm , 1.0A MODEL: 06116-02** **Description:** Suitable as protective resistors or voltage dividers.	5
22	**Diodes as electrical valves** **MODEL: P1373760** **Description:** A diode only allows electric current to pass in one direction and blocks the other one to the current.	4
23	**PHYWE power supply, variable DC: 12 V, 5 A / AC: 15 V, 5 A** **MODEL:** 13540-93	4

Physics Laboratory Supplies:

S.No	EQUIPMENT FOR PHYSICS LAB	Qty
1	**Vernier Caliper 6"** **Model: 03010-00** **Description:** Sliding caliper for exterior, interior and depth measurements, with instant fixing device. Made of hardened stainless steel.	5
2	**Bar magnet, l 150mm** **MODEL: 06310-00** **Description:** For experiments with magnetism.	5
3	**Mirror 80x50mm** **MODEL: 08209-01** **Description:** Glass mirror with polished edges to deflect the path of light in liquids.	5

D – "SPECIFICATIONS OF COMPUTER LAB"

Following is the minimum features of a computer and Laptop machine. However, based on bidders' Institutes based survey, they can propose even better solutions.

Specification of Laptop

Operating system

Windows 10 Pro 64 – HP recommends Windows 10 Pro.
Free DOS 2.0

Processor family
7th Generation Intel® Core™ i7 processor or equivalent

Processor
11th Generation Intel® Core™ i5-1135G7 processor (8MB Cache, up to 4.2 GHz)
11th Generation Intel® Core™ i7-1165G7 processor (12MB Cache, up to 4.7 GHz)

Chipset
Chipset is integrated with processor

Internal drive
256GB M.2 PCIeNVMe Solid State Drive or equivalent
512GB M.2 PCIeNVMe Solid State Drive or equivalent

Graphics
Intel® Iris® Xe Graphics with shared graphics memory
NVIDIA ® GeForce® MX330 with 2GB GDDR5 graphics memory

Screen Size
15.6-inch FHD (1920 x 1080) Anti-glare LED Backlight Non-Touch Narrow Border WVA

E – "SPECIFICATION OF DESKTOP COMPUTER"

HP ProDesk 400 G7MT Ci7 10th 4GB 1TB DVD – 1 year official warranty or equivalent

Specification
Intel Core i7 10700 (10th Gen) 4GB RAM – 1TB SATA Hard Drive, Intel UHD Graphics or equivalent

Key Board Mouse HP Brand or equivalent
UPS

Aurora Brit Pro 1 KVA or equivalent

ANNEXURE "21"

REHABILITATION AND REFURBISHMENT

EXISTING FACILITIES

S. No.	Major Building Components	Nos.	Total Refurbishment Area (Sq. ft.)
1	Academic Block (G+1)	1	17,600
Total Area of Institutional Buildings		**1**	**17,600**
1	Hostel Blocks (G+1)	1	17,500
2	Cafeteria for Hostel	1	2,925
Total Area of Buildings for student's residence		**2**	**20,425**
1	Principal Residence	1	5,400
2	Staff Residence	4	21,600
3	Servant Quarters	4	5,000
Total Area of Buildings for Officers Residence		**9**	**32,000**
1	Guard Room	1	56
2	Over Head Tank and Pump Room	1	132
3	Under Ground Tank	1	400
4	Drive ways (Average 16ft Wide)	1	3,200
5	Drive ways (Average 12ft Wide) - New	1	11,100
Total Area of Buildings for Miscellaneous Building Components		**5**	**14,888**
1	Boundary Wall with Barbed Wire	Lump Sum	2,542
Total Un-Covered Area (Boundary Wall)		**1**	**2,542**
		Total Rehabilitation Area	**87,455**

DETAILS OF FURNITURES/FIXTURES AND EQUIPMENTS

Following is the Indicative Breakup for additional furniture may be required for the Institute. However, the Bidders are required to conduct their own survey and assessment of existing and required furniture and fixtures at the Institute.

S#	Category	Qty
College Facilities		
1	Chairs for Students	100
2	Chairs for Teachers in classroom	1
3	LED Screen for each Class	4
4	Chairs for Auditorium	60
5	LED Screen for Auditorium	1
6	Computers for Students in Lab	20
7	Stabilizers/UPS Backup for computers	20
8	Computer Server (HP Z400)	1

S#	Category	Qty
9	UPS Backup for Server Computer	1
10	Multimedia for Auditorium	1
11	Laptops for EMO Team	5
12	Laptops for Research Facility	7
13	Laptops for Teachers	15
14	Printers for Teachers	2
15	Printer for Officials	1
16	Scanners	1
17	Color Printers	2
18	Photocopier Machine	1
19	Multimedia	1
20	UPS + Batteries for Admin Block & Academic Block	2
21	Generator	1
22	Air Conditions	13
23	Microwave Oven	1
24	Cabinet / Almirahs for Office Files	4
25	Biology Lab (Equipment + Supplies)	1
26	Physics Lab (Equipment + Supplies)	1
27	Chemistry Lab (Supplies)	1
28	Cupboards / Shelf / Almirahs for Biology, Chemistry & Physics Laboratories	12
29	Biometric for Teachers & Staff	3
30	Digital Camera for Photography	2
31	IP CAMERA	40
32	BOX CAMERA WDR	4
33	IR COLOR CAMERA	2
34	PTZ CAMERA HI-SPEED DOME	1
35	Cabling (Power & connectivity) With Video, Power, Fiber and fiber modules etc. for long distance cover	1
36	Hard disk 2TB **Seagate Barcode** Mass Storage Digital Media Drive	5
37	PTZ Controller for Hi Speed Dome Camera Controls	2
38	LED 32 "Samsung **Corp**. Wide LED Digital Screen	4
39	DIGITAL VIDEO RECORDER 16 CHANNELS	1
40	Wood Panel Table for CCTV Systems & Work Stations	1
41	Curtain for canteen (Hostel + New Canteen)	10
42	Table with chair Set for Canteen (8 sets) (6 chairs + one table)	8
43	Refrigerator (Canteen + Academic Building)	2
44	Lights (Saver and Tube lights)	200
45	Fans	10
46	U.V triple Water Purification System	5
47	Electric Water Cooler	4
48	AMPLIFIER 120 Watts	1
49	MIC DESKTOP TYPE WITH CHIME	3
50	SPEAKER 10 Watts Built In 100 Volts Transformer	10
51	Wireless Mic	4
52	Telephone Sets	6
53	Internet Routers and cabling	6

S#	Category	Qty
54	Telephone Communication Networking	Cabling JOB
55	Walk Through Gates	1
56	Manual barrier **(LOCAL FABRICATED)**	2
57	RFID ACCESS CONTROL SYSTEM	2
58	Electronic DOOR LOCKS	2
59	RFID Based Attendance System of Teachers / Others	1
60	RFID CARDS WITH PRINTING & RIBBONS	38
61	Campus Management Information System (CMIS)	1
62	Standard Library management software	1
63	Guard Petrol System	1
65	Gas Geyser's 50 Gallon (Academic Block)	1
Hostel		
66	LED Screen	2
67	Single Beds	50
68	Study Table with Chair for Students (Wooden)	40
69	Curtains for hostel rooms	100
70	Table with chair Set for Canteen (6 sets) (6 chairs + one table)	6
71	Fans	100
72	Gas Geyser's 50 Gallon (Hostel)	1
73	Different type of Fire Extinguisher for all blocks (26)	1

ANNEXURE "22"

GENERAL SPECIFICATIONS

<table>
<tr><th>NAME OF TASK</th><th>GENERAL SPECIFICATIONS</th></tr>
<tr><td>Chair for Students</td><td>Steel plastic quality Study Chairs and Book Shelf (Vertical Pipe).</td></tr>
<tr><td>Chairs for teachers</td><td>High back, Fabric padded seat + arm rest, height adjustable, 360 degree rotation, durable and comfortable chairs</td></tr>
<tr><td>Rostrum for classes and Auditorium</td><td>Standard Wooden rostrum</td></tr>
<tr><td>Multimedia</td><td>View sonic PG703X or equivalent

Brightness of 4000 Lumens XGA (1024 x 768) Native Resolution 1.96 to 2.15.1 Throw Ratio VGA, RCA, S-Video, 2xHDMI</td></tr>
<tr><td>Laptop</td><td>Dell Inspiron 5502 Ci7 11th Generation Intel® Corei5-1135G 7 Processor (8MB Cache up to 4.2 GHz). 512GB M.2 PCIe NVMe Solid State Drive NVIDIA ® GeForce ® MX330 with 2GB GDDR5 graphics memory, 15.6 inch or equivalent</td></tr>
<tr><td>Computers</td><td>HP ProDesk 400 G7 MT Ci7 10th 4GB 1TB DVD – 1 year official warranty, Intel Core i7 10700 (10th Gen) 4GB RAM – 1TB SATA Hard Drive, Intel UHD Graphics or equivalent

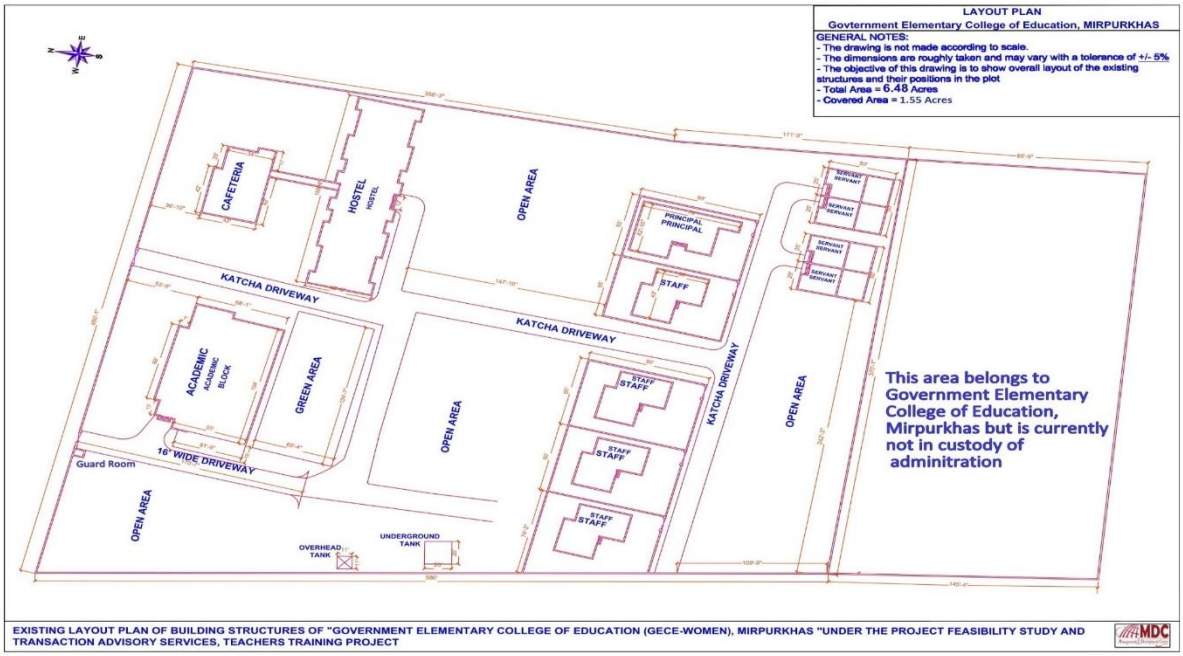
Required for staff and computer labs.</td></tr>
<tr><td>Science lab</td><td>Includes all the Instrument, gadgets and chemicals required to perform multiple experiments</td></tr>
<tr><td>Fire extinguishers</td><td>
<table>
<tr><th>S.NO</th><th>ITEM DESCRIPTION</th><th>QUANTITY</th></tr>
<tr><td>1</td><td>Fire Extinguishers 6kg carbon dioxide Naffco (for different blocks)</td><td>6</td></tr>
<tr><td>2</td><td>Fire Extinguishers 6kg dry chemical powder Naffco (for different blocks)</td><td>6</td></tr>
<tr><td>3</td><td>Automatic Fire Extinguisher Multi 6 Kg. (For Kitchen)</td><td>1</td></tr>
<tr><td>4</td><td>Naffco Fire Extinguisher CO2 25 Kg Trolley</td><td>1</td></tr>
<tr><td>5</td><td>Fire Blanket (for different blocks)</td><td>6</td></tr>
</table>
</td></tr>
<tr><td>Sports equipment</td><td>Equipment's and gadgets required for Basketball and Badminton for Facility</td></tr>
</table>

NAME OF TASK	GENERAL SPECIFICATIONS
Play ground	Landscaping, Grassing and fixing of light pools for night visibility must be necessary
Water dispenser and refrigerators	Large size Water coolers and large size Refrigerators required for cafeteria and for staff
Communication system	Setup of telephone connection, high speed internet connection with long range routers are necessary for the facility
Walk through gates	Electronic walkthrough gates and manual barriers are necessary for facility
Software	Campus Management Information System (CMIS), Standard Library management software and Guard Petrol System
Subscription	Subscription of International journals access websites for research purpose.
Geyser's	Geyser's 50 Gallon are required for Academic Block and Hostels

ANNEXURE "23"

LAYOUT PLAN AND GLIMPSES OF INSTITUTE

LAYOUT PLAN OF THE INSTITUTE



GOVERNMENT ELEMENTARY COLLEGE OF EDUCATION
(FEMALE)
MIRPURKHAS
WELCOME

ANNEXURE "24"

DETAILS OF THE INSTITUTE

Institute	Govt. Elementary College of Education, (Women), Mirpurkhas
Total Land Area	282,269 (Sq. ft.) 6.48 Acres
Total Covered Area	67,363 (sq. ft) 1.55 Acres
Practicum School	No separate building for practicum school is within the premises of the Institute. However, it is running in a single classroom of the Institute.
Rooms	**A. Institutional Buildings** Academic Block Total Area = 0.202 Acres / 8,800 sq. ft. No. of floors = 02 No. of Rooms = 15 No. of washrooms = 11 **B. Hostels** Hostel Blocks Total Area = 0.201 Acres / 8,750 sq. ft. No. of floors = 02 No. of Rooms = 49 No. of washrooms = 48 Cafeteria for Hostel Total Area = 0.067 Acres / 2,925 sq. ft. No. of floors = 01 No. of Rooms = 03 No. of washrooms = 01 **C. Other Facilities** Guard Room Total Area = 0.001 Acres / 56 sq. ft. No. of floors = 01 No. of Rooms = 01 No. of washrooms = 00 Overhead Tank and Pump Room Total Area = 0.003 Acres / 132 sq. ft. No. of Rooms = 01 Underground Tank

	Total Area = 0.009 Acres / 400 sq. ft. <u>Drive ways (average 16ft wide)</u> Total Area = 0.073 Acres / 3,200 sq. ft. <u>Drive ways (average 12ft wide) new</u> Total Area = 0.255 Acres / 11,100 sq. ft.
Utilities	**A. Electricity** HESCO Line Two (02) Generators of 3 & 10 KW available **B. Gas** Sui Gas line **C. Water** <u>Drinking water</u> Mini water tanker is the source Ground water is not potable (saltish) <u>Water for other use</u> Underground water **D. Drainage / Sewerage System** Lining system – outlet to main sewerage line outside the Institute **E. Telephone** PTCL line
Staff	Total five (05) Teaching staff Total six (06) Non-teaching staff
Students Enrollment	B.Ed (Hons) = 10 students ADE = 60 students Practicum School = 63 students

ANNEXURE "25"

DRAFT MANAGEMENT CONTRACT

[DRAFT OF THE MANAGEMENT CONTRACT SUBMITTED AS SEPARATE ATTACHMENT]

ATTACHMENT TO THE FINANCIAL BID FORM (FORM F)

SUMMARY BUDGET

ORGANIZATION: *{Insert Organisation Name}*

INSTITUTE: ____

All Amounts in Pak Rupees

CATEGORY	DESCRIPTION	YEAR-1	YEAR-2	YEAR-3	YEAR-4	YEAR-5	YEAR-6	YEAR-7	YEAR-8	YEAR-9	YEAR-10	TOTAL	%*
A	Installation Cost (including Management Fee during Installaton Period)												
B	O&M Cost (excluding Management Fee)												
C	Management Fee during O&M Period (not less than 5% of B)												
D	Total O&M Cost (including Management Fee) => B + C												
Total	Total amount of the Proposed Budget before the incidence of Tax ==> TOTAL = A+D												
F	Discount Factor @ 7 %	0.93457944	0.87343873	0.81629788	0.76289521	0.71298618	0.66634222	0.62274974	0.58200910	0.54393374	0.50834929		
G	PRESENT VALUE												
H	Amount of SRB Tax (on total proposed budget) @ 13% on Total												
	Total amount of the Proposed Budget (i.e. the Bid Price) after the incidence of all applicable Taxes except Income Tax GRAND TOTAL = TOTAL + Sub-Total H												

DETAILED ITEMIZED BUDGET

ORGANIZATION: *{Insert Organisation Name}*

All Amounts in Pak Rupees

Category		Description	Year - 1	Year - 2	Year - 3	Year - 4	Year - 5	Year - 6	Year - 7	Year - 8	Year - 9	Year - 10	Total
A	Budget for Installation Cost												
	A-1	*Project Office Establishment Cost*											
	A-2	*Rehabilitation & Revamping cost*											
	A-3	*Purchase of Assets including furniture, equipment, etc.*											
	A-4	*Establishment Cost of Science Lab*											
	A-5	*Establishment Cost of Computer Lab*											
	A-6	*Establishment Cost of Solar Power for Insttiute*											
	A-7	*ICT and innovative approaches (Capital Cost Component)*											
	A-8	*Salary of Institute Based Teaching Staff; Hired by the Manager*											
	A-9	*Salary of Institute Based Non-Teaching Staff; Hired by the Manager*											
	A-10	*Utilities*											
	A-11	*Insurance*											
	A-12	*Costs of the Independent Auditor*											
	A-13	*Costs of the Independent Engineer*											
	A-14	*Costs of the Independent Expert.*											
	A-15	*Management Fee*											
		(Any Other Non-Current Assets' Costs as proposed by the Bidder)											

		Sub-Total - A											
B	O&M Cost (excluding Management Fee)												
	B-1	*Salary of Institute Based Teaching staff; Hired by the Manager*											
	B-2	*Salary of Institute Based Non-Teaching Staff; Hired by the Manager*											
	B-3	*Repair and Maintenance*											
	B-4	*Utilities*											
	B-5	*Office & other supplies*											
	B-6	*Transportation / Travel cost*											
	B-7	*Training of Trainers (TOT)*											
	B-8	*Non-Teaching Staff Training*											
	B-9	*Supplementary learning material*											
	B-10	*Annual subscription charges*											
	B-11	*Outreach activities and marketing*											
	B-12	*Baseline Survey / Annual Surveys*											
	B-13	*Assessment System (formative & summative)*											
	B-14	*Purchase of Science Lab Material*											
	B-15	*Purchase of Computer Lab Material*											
	B-16	*ICT and innovative approaches (Operational Cost Component)*											
	B-17	*Proposed study/exchange tours*											
	B-18	*Running Expenses of the Project Office*											
	B-19	*General Expenses*											
	B-20	*Costs of the Independent Auditor*											
	B-21	*Costs of the Independent Expert.*											
	B-22	*Escrow Bank fees*											
	B-23	*Insurance*											
	B-24	*Contingencies*											
		(Any Other Operational Costs as proposed by the Bidder)											
		Sub-Total - B											

C	Management Fee												
	C-1	*Management Fee*											
		Sub-Total - C											
	Total amount of the Proposed Budget before the incidence of Tax TOTAL = [Sub Total A+B+C]												
	Discount Factor @ 7%		0.9345794	0.873438728	0.816297877	0.762895212	0.712986179	0.666342224	0.622749742	0.582009105	0.543933743	0.508349292	
	Present Value (PV)												
D	Taxes (SRB Taxes)												
		SRB-Taxes											
	D-1	*Amount of Tax (on total proposed budget)* ***@ 13% on Total***											
		Sub-Total - D											
	Total amount of the Proposed Budget (i.e. the **Bid Price**) after the incidence of all applicable Taxes except Income Tax **GRAND TOTAL = TOTAL + Sub-Total - D**												

BUDGET GUIDANCE NOTES FOR BIDDERS

Budget Guidance Notes: This is the preferred budget format, however, the bidders may modify the format to cater to any special needs or requirements in view of the technical proposal. All budget categories need to be aligned with the project workplan, and should be directly linked with the timelines and outcomes of activities. Costs for project activities should be in line with the project workplan. Costs should be broken down in such a way that the unit required are self explanatory and closely related to the work plan and the implementation period. The Bidder shall provide detailed budget narratives against each budget head. The existing narratives are only for the assistance of the Bidder and may be modified by the Bidder.

The following points must be considered while preparing the budget:

Category		Description
A. Budget for Installation Cost		
A-1	*Project Office Establishment Cost*	*This is the cost of project office establishment along with all required resources. It may include the costs of workstations, laptops, printer, AC / Fans, Water dispenser etc.This office may be based in the EMO's existing office or may be established in the vicinity of the Facility but not in the premises of the institute .*
A-2	*Rehabilitation & Revamping cost*	*Rehabilitation and Revamping of the Institute (including Hostels, if applicable or mentioned in the RFP) during the Installation Period*
A-3	*Purchase of Assets including furniture, equipment, etc.*	*This line item shows the amount to be budgeted for purchasing the institute based assets. The amount may be calculated on the basis of number of rooms with no furniture and/or in terms of non-existent assets that form part of critical infrastructure of the Institute (pls refer Annexure-21 of the RFP Document).*
A-4	*Establishment Cost of Science Lab*	*This cost includes furniture, fixtures, connections, supplies and equipments needed for the establishment of science lab. Please refer to ANNEX-20 of RFP document for details. The Annexure-20 represents minimum standards of a science labs.*
A-5	*Establishment Cost of Computer Lab*	*This cost includes the capital costs incidental to establishing Computer Labs. Please refer to ANNEX-20 of RFP document for details . The Annexure-20 represents minimum standards of a computer lab.*
A-6	*Establishment Cost of Solar Power for Insttiute*	*This head is optional and at the discretion of the Bidder. If proposed by the Bidder, this includes the costs incidental to establishing Solar system in institute under this RFP.*
A-7	*ICT and innovative approaches (Capital Cost Component)*	*Under this head, capital costs related to ICT and innovative approaches may be budgeted for. Examples may include; costs for arranging facilities for audio / visual room, establishing EMIS, procuring LEDs, tablets, security system, etc. If the costs are to be incurred in year(s) after the Installation Period then such subsequent costs be inflation adjusted and the working sheet should clearly reflect the same as well.*
A-8	*Salary of Institute Based Teaching Staff; Hired by the Manager*	*Salary cost of Teaching staff hired by the Manager during the Installation Period*
A-9	*Salary of Institute Based Non-Teaching Staff; Hired by the Manager*	*Salary cost of Non-Teaching staff hired by the Manager during the Installation Period*
A-10	*Utilities*	*This line item refers to the cost of utilities pertaining to the Institute e.g. water supply, electricity etc. during the Installation Period*
A-11	*Insurance*	*Insurances during Installation Period*
A-12	*Costs of the Independent Auditor*	*This refers to the cost to be paid to the Independent Auditor (a third party organization).*
A-13	*Costs of the Independent Engineer*	*This refers to the cost to be paid to the Independent Engineer (a third party organization).*
A-14	*Costs of the Independent Expert.*	*This refers to the cost to be paid to the Independent Expert (a third party organization).*
A-15	*Management Fee*	*Management Fee during Installation Period*

B. Operational (O&M) Cost		
B-1	*Salary of Institute Based Teaching staff; Hired by the Manager*	*This line item reflects the salary cost of the Institute based teaching staff appointed by the Manager. The Prospective Bidder is required to do a detailed count of the existing teaching staff employed by the Authority at the Facility. The Bidder should estimate the cost of maintaining an optimal number of teaching staff at the Facility at all times during the life of the project, and build the cost of the same in the Financial Bid, accordingly. Inflation (at 10%) to be factored in over the life of the project.* *Note: Though, the Authority will make reasonable effort to provide Institute teaching and non-teaching staff as per the budgeted sanctioned positions for the facility, yet, the Financial Bid should be prepared in such a manner that it provides for sustaining an optimal number of staff at all times even if there arise any instances of staffing shortages during the course of this project.*
B-2	*Salary of Institute Based Non-Teaching Staff; Hired by the Manager*	*This line item includes the budgeted salary cost of the Institute based non-teacing staff. Non-teaching staff may include; Admin Assistants, Coordinators, Security Guards, Cleaners, Lab Incharges, etc. The Prospective Bidder is required to do a detailed count of the existing non-teaching staff employed by the Authority at the Facility. The Bidder should estimate the cost of maintaining an optimal number of non-teaching staff at the Facility at all times during the life of the project, and build the cost of the same in the Financial Bid, accordingly. Inflation (at 10%) to be factored in over the life of the project.* *Note: Though, the Authority will make reasonable effort to provide Institute based teaching and non-teaching staff as per the budgeted sanctioned positions for the facility, yet, the Financial Bid should be prepared in such a manner that it provides for sustaining an optimal number of staff at all times even if there arise any instances of staffing shortages during the course of this project.*
B-3	*Repair and Maintenance*	*Regular repair and maintenance cost has been proposed on the basis of scope of work allowed to the Manager. It contains minor R&M, small renovation work and other costs involved in keeping the Institute operational for learning process.Repair and Maintenance budget may be budgeted as per the initial assessment of the project sites by the bidder. Inflation (at 7%) is to be factored in over the life of the project.*
B-4	*Utilities*	*This line item refers to the cost of utilities pertaining to the Institute e.g. water supply, electricity etc. through independent assessment of the bidders. Inflation (at 7%) to be factored in over the life of the project. Utilities/Bills will be paid by the Manager in a timely manner and will be reimbursed on actual basis. The bidder may make provision of the same in the financial bid form accordingly.*
B-5	*Office & other supplies*	*Office supplies should be incorporated in the financial bid by the bidders. Inflation (at 7%) to be factored in over the life of the Contract.*
B-6	*Transportation / Travel cost*	*This cost will represent the arrangement for transportation of project staff and students for the Institute. Inflation (at 7%) to be factored in over the life of the project*
B-7	*Training of Trainers (TOT)*	*This line item refers to the costs incidental to teachers' trainings including the teachers hired by the Authority as well as the ones hired by the Manager. The line item thus may include the costs of Trainers, Development Cost of Training Materials, stationery / printing cost etc. Inflation (at 7%) to be factored in over the life of the project.*
B-8	*Non-Teaching Staff Training*	*This line item refers to the costs incidental to non-teaching staff's trainings including the non-teaching staff hired by the Authority as well as the ones hired by the Manager. The line item thus may include the costs of Trainers, Development Cost of Training Materials, stationery / printing cost etc. Inflation (at 7%) to be factored in over the life of the project.*
B-9	*Supplementary learning material*	*The costs of providing supplementary material to enhance teaching and learning in the Institute.*
B-10	*Annual subscription charges*	*Annual subscription charges of research journels and websites including specialized softwares*
B-11	*Outreach activities and marketing*	*This line item includes the costs associated with the outreach activities and marketing. Inflation (at 7%) to be factored in over the life of the project.*
B-12	*Baseline Survey / Annual Surveys*	*Baseline survey will be conducted at beginning of contract assignment and start of every academic year. This cost includes any software, resource and tools necessary for such surveys. Inflation (at 7%) to be factored in over the life of the project.*
B-13	*Assessment System (formative & summative)*	*This line item refers to the costs associated with instituting an assessment system in the Institute and may include the costs for undertaking assessments such as formative and summative.Inflation (at 7%) to be factored in over the life of the project.*
B-14	*Purchase of Science Lab Material*	*Cost of science lab material refers to a recurring cost due to consumable and replaceable items. Inflation (at 7%) to be factored in.*
B-15	*Purchase of Computer Lab Material*	*This line item may include Softwares and replacements of damaged accessories as it is a recurring cost and has accordingly been reflected in budget items. Inflation (at 7%) to be factored in.*
B-16	*ICT and innovative approaches (Operational Cost Component)*	*Under this head, the costs for the upkeep of non-current assets acquired under the line item of A-7 above are to be budgeted for. Inflation (at 7%) to be factored in.*
B-17	*Proposed study/exchange tours*	*To broaden the vision and exchange best practices in the Institute, study tours and exchange visits have been proposed. Such study visits to be arranged with some desired results and should be documented/ recorded accordingly. Inflation (at 7%) to be factored in over the life of the project.*
B-18	*Running Expenses of the Project Office*	*This line item refers to the operational costs pertaining to running the Project Office and may include costs such as rent, utilities expense, stationery etc. Inflation (at 7%) to be factored in over the life of the project.*
B-19	*General Expenses*	*This line item includes General / Miscellaneous expenses / Petty expenses incidental to running day to day activities of the Institute.Inflation (at 7%) to be factored in over the life of the project.*
B-20	*Costs of the Independent Auditor*	*This refers to the cost to be paid to the Independent Auditor (a third party organization).Inflation (at 7%) to be factored in over the life of the project.*
B-21	*Costs of the Independent Expert.*	*This refers to the cost to be paid to the Independent Expert (a third party organization). Inflation (at 7%) to be factored in over the life of the project.*
B-22	*Escrow Bank fees*	*As consideration for the services to be rendered by the Escrow Bank, the Bidder shall incorporate the yearly cost of remuneration charged by the Escrow Bank in the financial bid as per the estimated yearly cost of the total budgeted annuity amount according to schedule to given below (Inflation will not be factored in):-* *i. Rs. 5,000/- per annum having annual transactions of less than Rs. 25 million per year;* *ii. Rs. 20,000/- per annum for Escrow Accounts with annual transactions in between Rs. 25-50 million;* *iii. Rs. 60,000/- per annum for Escrow Accounts with annual transactions of more than Rs. 50 million.*
B-23	*Insurance*	*This refers to the insurance costs (if any) incidental to this project.*
B-24	*Contingencies*	*The estimated cost of unforeseen expenditure helps EMO in meeting emerging needs which may otherwise cause challenges to meet KPIs and/or ensuring a conducive learning environment.Contingency budget should not be more than 2% of the total of Non-Current Assets' Cost and Operational Cost as at Total 1 of the budget in any year.*
Management Fee		
C-1	*Management Fee*	*Management fee is the cost charged by the Manager for providing its services to the Authority for managing the project. The Management Fee shall also include the remuneration of Key Staff . This cost is basically estimated on the basis of salary of key staff as well as cost of organization's time, intellect and expertise that it would bring to the Project. It must not be less than 5% of the total of O&M Cost as at Total 1 of the budget. The cost head 'Management Fee' shall be utilized for any deductions based on the evaluation of the Key Performance Indicators.*
	Discount Factor	*A discount factor of 7% will be used.*
	Present Value	*The Bidders financial bids will be evaluated on the basis of PV of cash flows before tax;however the annuity payments shall be made in accordance with the total amounts budgeted and not on the basis of PV.*
H. Taxes (SRB Taxes)		
H-1	*Amount of SRB Tax*	*It refers to the applicable Sindh Sales Tax on Services which is payable to Sindh Revenue Board (SRB) for the purposes of this intervention. SRB tax is 13% per annum at present and is to be applied on the total yearly budgeted amount after having taken into account all the costs; however the tax percentage might change over the life of the project if the relevant tax authorities may so decide.*

General Guidelines:	
1	*The Bidder may propose any additional heads of costs as proposed in the technical bid, which shall be considered by the Authority.*
2	*Stamp duty charges shall be borne by the Bidder, therefore, Bidders shall include its cost in their Financial Bid*
3	*Cost of inflation be fixed at 10% for salaries and 7% for other expenses. The inflation h as to be built in the budget heads where so specified above under each line item (as a general principle in case of Fixed Assets' costs if the costs are to be incurred in year(s) after Installation Period then such subsequent costs must be inflation adjusted and all the operational costs under* section B *have to be inflation adjusted). The cost of inflation however shall be actualized based on applicable standards by the IA in respective periods.*
4	*While budgeting for the project, the Bidder shall take into account any other sources of finance such as private sector support grants (one-time or an alliance for a period of time during the contract period), revenues from other sources etc.The same should be reflected in the attached statement for budgeting other sources of finance as per the given format.*
5	*Financial bid should be prepared in view of the full capacity/optimum enrolment of Institute, or the existing/current enrolment in Institute, whichever is higher.*
6	*The Bidder must take into account the cost of maintaining reasonable security, 24 hours a day, at the Facility including its fixed and movable assets.*
7	*The Manager has to essentially mention all the applicable taxes and exemptions thereof (if any).*
8	*The Income Tax liability as per the applicable rates is to be borne by the Manager in its entirety and must not be built in the Bid Price in any case. A separate sheet has been provided for specifying the details of the same as well, that is required to be filled in as per the given format.*
9	*The following costs may not be funded / reimbursed:*
	a - Costs that can be financed by other funding sources of the Government; *b - Grants for filling a 'funding gap' for ongoing initiatives/projects;* *c - Debts and provisions for losses or debts;* *d - Any goods or services financed by any other programme, project or contract framework;* *e - Income Tax* *f - Costs not covered under the Financial Bid, and the assumptions made which are not permitted under the RFP Document including the Management Contract (Annexure 25)*

Income Tax Details

The Bidder should submit a clear account of Income tax liability that is likely to arise as a result of this project on part of the Manager. The exemptions *if any* should as well be clearly specified.
The income tax obligation is to be met by the Manager and must not in any case be added to the Bid price.

CATEGORY	DESCRIPTION	YEAR-1	YEAR-2	YEAR-3	YEAR-4	YEAR-5	YEAR-6	YEAR-7	YEAR-8	YEAR-9	YEAR-10	TOTAL
I	I-1:Amount of Income Tax on the basis of applicable income tax (had there been no exemption)											
	I-2: Less: Exemption if any											
	Sub-Total - I (I-1 minus I-2)											

Budget for Other Sources of Finance (*if any*)

The Bidder should submit a clear account of other Sources of Finance (if any) in the format given underneath.

Line Item	Description	Year - 1			Year - 2			Year - 3			
		Bid Price	Contribution from the Manager	Total budgeted amount for the Project	Bid Price	Contribution from the Manager	Total budgeted amount for the Project	Bid Price	Contribution from the Manager	Total budgeted amount for the Project	Bid Price
		(a)	(b)	(a+b)	(c)	(d)	(c+d)	(e)	(f)	(e+f)	(g)

Year - 4		Year - 5			Year - 6			Year - 7			Year - 8			Year - 9			Year - 10		
Contribution from the Manager	Total budgeted amount for the Project	Bid Price	Contribution from the Manager	Total budgeted amount for the Project	Bid Price	Contribution from the Manager	Total budgeted amount for the Project	Bid Price	Contribution from the Manager	Total budgeted amount for the Project	Bid Price	Contribution from the Manager	Total budgeted amount for the Project	Bid Price	Contribution from the Manager	Total budgeted amount for the Project	Bid Price	Contribution from the Manager	Total budgeted amount for the Project
(h)	(g+h)	(i)	(j)	(i+j)	(k)	(l)	(k+l)	(m)	(n)	(m+n)	(o)	(p)	(o+p)	(q)	(r)	(q+r)	(s)	(t)	(s+t)

DRAFT MANAGEMENT CONTRACT

EXECUTED BETWEEN

SCHOOL EDUCATION & LITERACY DEPARTMENT – GOVERNMENT OF SINDH

AND

[ORGANIZATION NAME: ABC - XYZ]

DATED: [ ]

TABLE OF CONTENTS

1. DEFINITIONS AND INTERPRETATION 3

2. APPOINTMENT OF MANAGER 17

3. CONDITIONS PRECEDENTS 17

4. GRANT OF CONTRACT AND CONTRACT PERIOD 19

5. APPOINTMENT OF INDEPENDENT AUDITOR, INDEPENDENT ENGINEER AND INDEPENDENT EXPERT 21

6. COMMENCEMENT OF INSTALLATION WORKS AND INSTALLATION COSTS 23

7. COMMENCEMENT OF O&M WORKS 25

9 GENERAL COVENANTS 33

10 PERFORMANCE SECURITY 35

11 EMPLOYEES 37

12 EMERGENCY STEP-IN 40

13 AFFILIATION WITH THE NATIONAL AND/OR FOREIGN UNIVERSITIES 41

14 CHANGE-IN LAW 41

15 INDEMNITY AND INSURANCE 43

16 FORCE MAJEURE 44

17 EVENTS OF DEFAULT 48

18 REMEDY OF DEFAULTS AND TERMINATION PROCEDURE 49

19 TERMINATION COMPENSATION 51

20 DISPUTE RESOLUTION 53

21 REPRESENTATIONS AND WARRANTIES 55

22 MISCELLANEOUS PROVISIONS 56

SCHEDULE - “I” QUALITATIVE KEY PERFORMANCE INDICATORS 61

SCHEDULE - “II” QUANTITATIVE KEY PERFORMANCE INDICATORS 62

SCHEDULE –”III” MANAGER’S SCOPE OF WORK 63

SCHEDULE - “IV” REFERENCE DETAILS OF SCOPE OF WORK IN INSTALLATION PERIOD 64

SCHEDULE – ”V” REPORTING FORMS 65

SCHEDULE –”VI” TERMS OF REFERENCES FOR THE INDEPENDENT ENGINEER, INDEPENDENT EXPERT AND INPENDENT AUDITOR 66

SCHEDULE – “VIII” HANDING OVER CRITERIA 73

SCHEDULE – “IX” TAKING OVER CRITERIA 74

SCHEDULE – “X” EMPLOYMENT CRITERIA 75

SCHEDULE – “XI” ANNUITY AMOUNT PAYMENT ADJUSTMENT FORMULA 76

SCHEDULE – ”XII”ANNUITY AMOUNT PAYMENT SCHEDULE 77

SCHEDULE – “XIII” DETAILS OF INSTITUTE 78

MANAGEMENT CONTRACT

This **Management Contract** is made at Karachi on this —— day of _____.

BETWEEN

THE SCHOOL EDUCATION & LITERACY DEPARTMENT, GOVERNMENT OF SINDH, acting through Secretary Education, Government of Sindh, (hereinafter referred to as the **"Authority"**, which expression shall, where the context so permits, include its successors-in-interest and permitted assigns).

AND

[ ], a company incorporated under the laws of Islamic Republic of Pakistan, having its registered office at [insert office address] (hereinafter referred to as the "**Manager**", which expression shall, where the context so permits, include its successors-in-interest and permitted assigns).

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

WHEREAS:

A. Government of Sindh is intending to outsource the operation and management of a Teachers Training Institute, i.e. Government Elementary College of Education [ ] (hereinafter referred to as the **"Institute"**) in the province of Sindh (hereinafter referred to as the "**Project**").

B. In order to engage the private sector, the Authority had invited competitive bids for the Project by issuing an Invitation for Bids dated _____ via National Competitive Bidding (**"NCB"**) process as per Rule 46 (2) of Sindh Public Procumbent Rules of 2010 (hereinafter referred to as the "**Invitation for Bids**").

C. Pursuant to the terms of the RFP, the Manager submitted its proposal for the implementation of the Project (the **"Bid"**), which has been accepted by the Authority and accordingly letter of acceptance has been issued by the Authority to the Manager on _____.

D. It is thus in the above given background, the Authority has decided to implement the Project by engaging the Manager for inter alia managing and operating the Institute in accordance with the terms and conditions of this Management Contract.

E. The Manager represents and warrants that it possesses the requisite resources, skills and expertise to implement and run the Project as desired by the Authority strictly in accordance with this Management Contract.

F. The Parties are entering into this Management Contract to record the above understanding into writing.

NOW THEREFORE, in view of the foregoing promises and in consideration of the mutual benefits to be derived and the representations and warranties, covenants and agreements contained herein, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definition

In this Management Contract, unless the context otherwise requires, the following terms shall have the following meanings:

1.1.1 **"Advance Payment Security"** shall mean a security in the form of any of the following instruments:

a. a bank guarantee,
b. a demand draft, or
c. a pay order

any of such instrument shall be issued by a scheduled commercial bank operating in Pakistan acceptable to the Authority (with a minimum credit rating of 'A-' by any reputable credit rating agency like JCR-VIS, PACRA, etc., rating scale for financial institutions) and the value of such instrument shall be equivalent to the relevant Two-Month Installation Cost.

1.1.2 "**Affected Party**" shall have the same meaning as ascribed thereto in Article 16.4.4 below.

1.1.3 "**Annuity Amount Payments**" shall mean the payments that the Authority shall transfer to the Manager Annuity Amount Payment Account in O&M Period, on a semi-annual basis in accordance with Article 8 below of this Management Contract, which shall include the semi-annual payments of O&M Costs and are as set out in **SCHEDULE- XII**.

1.1.4 "**Annuity Amount Payment Date** means

a) in relation to first Annuity Amount Payments, the date on which the first Annuity Amount Payment shall be debited from the Authority Annuity Amount Payment Account and credited to the Manager Annuity Amount Payment Account;

b) in relation to each Upfront Annuity Amount Payment Amount, the date on which each Upfront Annuity Amount Payment Amount shall be debited from the Authority Annuity Amount Payment Account and credited to the Manager Annuity Amount Payment Account (the "**Upfront Annuity Amount Payment Date**"); and

c) in relation to each Remaining Annuity Amount Payment Amount (subject to Annuity Amount Payment Adjustments), the date on which each Payable Annuity Amount Payment shall be debited from the Authority Annuity Amount Payment Account and credited to the Manager Annuity Amount Payment Account.

in each case, being the indicative dates as set out in **SCHEDULE- XII** and which dates shall be adjusted (as may be necessary) following the Substantial Completion Date;

1.1.5 "**Annuity Amount Payment Adjustment**" shall mean the adjustment (being an amount in Pakistani Rupees) to be made to the Annuity Amount Payment for relevant Annuity Amount Payment Evaluation Period as calculated through application of the Annuity Amount Payment Adjustment Formula in accordance with **SCHEDULE-XI** and as set out in the Annuity Amount Payment Certificate.

1.1.6 "**Annuity Amount Payment Adjustment Events**" shall have the same meaning as ascribed thereto in Article 8.2.3 below.

1.1.7 "**Annuity Amount Payment Certificate**" shall have the same meaning as ascribed thereto in Article 8.3.1 below.

1.1.8 "**Annuity Amount Payment Evaluation Period**" shall mean:

(a) in respect of the first Annuity Amount Payment Date, a period equal to zero (0) days;

(b) in respect of the second Annuity Amount Payment Date, a period falling between:

i) the Substantial Completion Date; and
ii) the Annuity Amount Payment Evaluation Date falling immediately prior to the second Annuity Amount Payment Date;

c) in respect of each other Annuity Amount Payment Date, the period between the two (2) Annuity Amount Payment Evaluation Dates falling immediately prior to such Annuity Amount Payment Date;

1.1.9 "**Annuity Amount Payment Adjustment Formula**" shall mean the formula for adjusting each Annuity Amount Payment relating to an Annuity Amount Payment Date due to occurrence of Annuity Amount Payment Adjustment Events during the Annuity Amount Payment Evaluation Period relating to such Annuity Amount Payment Date, as set out in **Schedule XI**.

1.1.10 "**Annuity Amount Payment Schedule**" shall mean the schedule setting out, inter alia, and the Annuity Amount Payments and Annuity Amount Payment Dates, as set out in **SCHEDULE- XII** and as updated on or prior to the CP Completion Date.

1.1.11 **Authority Annuity Amount Payment Account Funding Date** means:

a) in respect of the first (1^{st}) Annuity Amount Payment Date, the date falling the later of the date that is thirty (30) days following issuance of First Annuity Amount Payment Certificate or the date falling ten (10) days prior to Substantial Completion Date;

b) in respect of each other Annuity Amount Payment Date, the date falling the later of the date that is thirty (30) days following issuance of Upfront Annuity Amount Payment Certificate relating to such Annuity Amount Payment Date or the date falling ten (10) days prior to such Annuity Amount Payment Date;

1.1.12 **Authority Annuity Payment Account Funding Amount** means, in respect of an Authority Annuity Amount Payment Account Funding Date relating to an Annuity Amount Payment Date, an amount equal to (as set out in the First Annuity Amount Payment Certificate or Upfront Annuity Amount Payment Certificate, as applicable):

a) in respect of the first Annuity Amount Payment Date, an amount equal to the Annuity Amount Payment relating to the first Annuity Amount Payment Date;

b) In respect of any other Annuity Amount Payment Date, the difference between:

i) the Annuity Amount Payment relating to such Annuity Amount Payment Date; and

ii) the funds standing to the credit of the Authority Annuity Amount Payment Account (excluding immediately preceding funded Payable Annuity Amount Payment, if any) on the Annuity Amount Payment Evaluation Date relating to the Annuity Amount Payment Date,

provided, that in the event the difference between (i) and (ii) is zero/nil or less than zero/nil, the Authority Annuity Payment Account Funding Amount shall be nil/zero;

1.1.13 **"Applicable Laws"** shall mean any laws, promulgated or brought into force and effect by the GoP, the GoS 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.

1.1.14 "**Applicable Permits**" shall mean 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 Management Contract in accordance with the Applicable Laws.

1.1.15 "**Arbitration**" shall have the meaning given in Article 20.5.6 below.

1.1.16 "**Arbitration Act**" shall mean the Pakistan Arbitration Act, 1940.

1.1.17 "**Arbitrator**" shall have the meaning given in Article 20.5.6 below.

1.1.18 "**Authority**" shall mean the School Education & Literacy Department of Government of Sindh.

1.1.19 "**Authority Annuity Amount Payment Account**" shall mean the account to be established by the Authority and notified to the Manager and the Independent Auditor as an Authority Condition Precedent.

1.1.20 **"Authority Annuity Amount Payment Account Bank**" shall mean any scheduled bank of Pakistan in which the Authority Annuity Amount Payment Account to be established by the Authority.

1.1.21 **"Authority Annuity Amount Payment Account Standing Instructions"** has the same meaning as ascribed thereto in Article 8.5.2;

1.1.22 **Annuity Amount Payment Evaluation Date** means:

a) in respect of the first (1st) Annuity Amount Payments, the date of the First Annuity Amount Payment Certificate;

b) in respect of each Remaining Annuity Amount Payment Amount, the date falling fifteen (15) days immediately prior to each Upfront Annuity Amount Payment Date;

1.1.23 "**Authority Event of Default**" shall mean any or all of the events that are listed at Article 17.5 below.

1.1.24 **"Authority's Employees"** shall mean all the existing employees of the Authority employed at the Institute, whether providing services on regular basis or on contract basis.

1.1.25 "**Award**" shall have the same meaning as ascribed thereto in Article 20.5.9 below.

1.1.26 "**Bid**" shall have the same meaning as ascribed thereto in recital "C above.

1.1.27 "**Bid Due Date**" shall mean _____ being the date on which the bidders were required to submit their bids for the Project in accordance with the RFP.

1.1.28 "**Bid Security**" shall mean the bank guarantee, pay order or demand draft for an amount constituting 1% of the Project Cost as submitted by the Manager to the Authority along with the Bid, as more particularly described in the RFP.

1.1.29 "**Contract**" or **"Management Contract" or** this **"Agreement"** shall mean this Management Contract as of date hereof together with the schedules and annexures attached hereto.

1.1.30 "**Change in Ownership and/or Control**" shall mean and includes any assignment, sale, financing, grant of security interest, transfer of interest or other transaction of any type of description, including by or through voting securities, asset transfer, contract, merger, acquisition, succession, dissolution, liquidation or otherwise, that results directly or indirectly in a change in Control, or cause the change in Control of the management of the Manager or a significant aspect of its business.

1.1.31 "**Change in Law**" shall mean the occurrence of any of the following subsequent to the Bid Due Date:

(a) the enactment of any new federal, provincial or local government law, as applicable in the Province of Sindh;

(b) the repeal, modification or re-enactment of any existing federal, provincial or local government law, as applicable in the Province of Sindh;

(c) the commencement of any federal, provincial or local government law, which has not entered into effect until the Bid Submission Date;

(d) a change in the interpretation or application of any Applicable Law (as applicable in the Province of Sindh) by a court of record as compared to such interpretation or application by a court of record prior to Bid Due Date;

(e) the imposition by a Government Authority of any additional Applicable Permit;

Provided, that any:

(i) coming into effect, on or after the Bid Due Date, of any provision of a statute which is already gazetted in accordance with the Applicable Laws prior to the Bid Due Date; or

(ii) any new Applicable Law or any change in the existing Applicable Law under the active consideration of or in the contemplation of the GoS or the Government of Pakistan as of the Effective Date, which is already gazetted in accordance with the Applicable Laws prior the Bid Due Date,

shall not constitute a 'Change in Law';

1.1.32 **"Conditions Precedents**" shall mean the obligations of the Manager that are set out in Article 3 below.

1.1.33 "**Consortium Member**" shall mean the consortium member of the Manager (if any).

1.1.34 "**Control**" shall with respect to a person, means the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person; or the power to direct the management and policies of such person by operation of law, contract or otherwise.

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

1.1.36 "**CP Completion Date**" shall mean the date notified by the Independent Auditor and the Independent Engineer to the Parties as being the date on which the Conditions Precedent are fulfilled, deferred or waived but in any case not later than 90 (Ninety) Days from Effective Date, or extended up to a period of 180 (One Hundred and Eighty) Days or more, as mutually agreed between the Parties.

1.1.37 **"Contract Period"** shall mean a period commencing from the start of Installation Period and ending on the Expiry Date or the Termination Date, whichever is earlier.

1.1.38 "**Day**" shall mean a 24 (Twenty-Four) hour period beginning and ending at 12:00 midnight Pakistan Standard Time.

1.1.39 "**Dispute**" shall have the same meaning as ascribed thereto in Article 20.4.4 below.

1.1.40 **"Defects Liability Period"** means a period commencing on the Substantial Completion Date and expiring on the date falling 12 months following the Substantial Completion Date.

1.1.41 "**Dispute Resolution Committee**" shall have the same meaning as descried thereto in Article 20.4.4 below.

1.1.42 "**Effective Date**" shall mean the date of execution of this Management Contract.

1.1.43 "**Emergency**" shall mean a condition or situation that requires intervention by the Authority to prevent harm, damage, danger or public unrest, or to maintain safe, adequate and continuous services, at the Institute.

1.1.44 "**Employment Criteria**" shall mean the criteria to evaluate performance of the Authority's Employees, as set forth in **SCHEDULE-X** hereto.

1.1.45 "**EOD Remedy Period**" shall have the same meaning as ascribed thereto in Article 18.5.4 below.

1.1.46 **"Authority Installation Amount Payment Account"** shall mean bank accounts to be opened by the Authority with the Authority Installation Accounts Bank and notified to the Manager and the Independent Auditor as an Authority Condition Precedent.

1.1.47 **"Authority Installation Payment Accounts Bank"** shall mean a reputable commercial bank working in Karachi.

1.1.48 **"Escrow Accounts Agreement"** shall mean the agreement to be executed between, *inter alia* the Authority, Authority Installation Payment Accounts Bank and the Manager in respect of *inter alia,* the following accounts:

(i) Authority Annuity Amount Payment Account; and
(ii) Authority Installation Amount Payment Account;

1.1.49 "**Event of Default**" shall mean Manager's Event of Default or an Authority's Event of Default or both as the context may admit or require.

1.1.50 "**Expert**" shall mean a firm or organization of repute with recognized technical/professional expertise in respect of any field, matter or subject relevant for the purpose of this Management Contract.

1.1.51 "**Expiry Date**" shall mean the 10th anniversary of the start of O&M Period.

1.1.52 "**Financial Bid**" shall mean the financial bid submitted by the Manager during the bidding process and any subsequent revisions as permitted under the law, if any.

1.1.53 "**Financial Year**" shall mean the financial year of the Authority.

1.1.54 "**Force Majeure Event**" shall have the same meaning as ascribed thereto in Article 16.4.4 below.

1.1.55 "**Force Majeure Notice**" shall have the same meaning as ascribed thereto in Article 16.5.4 below.

1.1.56 "**Force Majeure Period**" shall mean the period commencing from 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 16.6.4 below; or (b) the Termination Date of the Management Contract as applicable.

1.1.57 "**Fraudulent Practice**" shall mean 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.

1.1.58 "**Fundamental Change in Law**" shall mean 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 Manager under this Management Contract.

(b) results in the Manager being deprived of the whole or a substantial part of the benefit of this Management Contract.

(c) has a Material Adverse Effect on the Manager.

1.1.59 **"First Annuity Amount Payment Certificate"** shall have the meaning ascribed thereto in Article 8.3.2 below;

1.1.60 "**Good Industry Practice**" shall mean the exercise of that degree of skill, diligence and prudence, and those practices, methods, specifications and standards of teaching, management, safety and performance, as may change from time to time and which would reasonably and ordinarily be expected to be used by a skilled and experienced Manager in the operation and management of teachers training institutes.

1.1.61 "**GOP**" shall mean the Government of Pakistan.

1.1.62 "**GOS**" shall mean the Government of Sindh, Pakistan.

1.1.63 "**Government Authority**" shall mean the GoP, the GoS, any local government or any other ministry, governmental department, commission, board, body, bureau, agency, authority, instrumentality, inspectorate, statutory corporation or body corporate over which the GOP or the GOS exercises control, court or other judicial or administrative body or official or Person, having jurisdiction over the Institute or any portion thereof and the performance of obligations and exercise of rights of the Parties in accordance with the terms of the Management Contract.

1.1.64 "**Handing over Criteria**" shall mean the criteria for handing over the Institute by the Authority to the Manager in accordance with this Management Contract, as set out in **SCHEDULE-VIII**.

1.1.65 **"Improvement Fund"** shall mean a fund comprising of charities, grants, funds, etc. that may be received or raised, whether at national or international level, by the Manager.

1.1.66 **"Improvement Fund Account"** shall mean a bank account to be opened and maintained with a reputable commercial bank, by the Manager, for receiving and depositing the amounts of the Improvement Fund.

1.1.67 **"Installation Payment Period"** shall have the same meaning as ascribed thereto in the Article 6.3 below

1.1.68 **"Installation Performance Security"** shall mean a security in the form of a financial guarantee issued by a scheduled commercial bank operating in Pakistan acceptable to the Authority (with a minimum credit rating of 'A-'any reputable credit rating agency like JCR-VIS, PACRA, etc., rating scale for financial institutions) and in the amounts equivalent to 5% of the Installation Cost; provided, however, the

Manager shall ensure that if the value of the Installation Performance Security is less than the amounts equivalent to 5% of the O&M Cost of the relevant O&M Years falling during Defects Liability Period, it shall, at least thirty (30) days prior to the Substantial Completion Date, increase the value of the Installation Performance Security to an amount equivalent to the value of the 5% of the O&M Cost of the relevant O&M Year.

1.1.69 **"Installation Cost"** shall mean the portion of Project Cost that is quoted by the Bidder in its Financial Bid, and relates to the works required to be completed in the Installation Period.

1.1.70 **"Installation Completion Checklist"** shall have the meaning as ascribed thereto in Article 7.1.2 below.

1.1.71 **"Installation Period Damages"** shall have the meaning as ascribed thereto in Article 6.5 below.

1.1.72 **"Installation Period"** shall mean the period of six (6) months commencing from the CP Completion Date.

1.1.73 "**Independent Auditor**" shall mean an independent third party Expert jointly appointed by the Parties in accordance with Article 5 below read with **SCHEDULE-VI**, who shall have the duties and functions stated in this Management Contract.

1.1.74 "**Independent Engineer**" shall mean an independent third party Expert jointly appointed by the Parties in accordance with Article 5 below read with **SCHEDULE-VI**, who shall have the duties and functions stated in this Management Contract.

1.1.75 "**Independent Expert**" shall mean an independent third party Expert jointly appointed by the Parties in accordance with Article 5 below read with **SCHEDULE-VI**, who shall have the duties and functions stated in this Management Contract.

1.1.76 **"Institute"** shall mean Government Elementary College of Education [ ], [ ] along with all its present and future assets, fixed and current assets, movable and immovable properties, as more particularly described in the **SCHEDULE -XIII**.

1.1.77 **"Installation Works"** shall mean the rehabilitation and construction works required to be completed in the Installation Period, as more particularly described in **SCHEDULE - III**.

1.1.78 "**KPIs**" shall mean the Key Performance Indicators as set out in **SCHEDULE I & II** and scope of work as per **SCHEDULE-III** attached hereto

1.1.79 "**Lapse of Consent**" shall mean any Applicable Permit:

(a) ceasing to remain in full force and effect and not being renewed or replaced within the time period prescribed by the Applicable Laws for the renewal or replacement of such Applicable Permit or, where a time period is not prescribed by the Applicable Laws, within 60 (Sixty) Days of such Applicable Permit ceasing to be in full force and effect.

(b) not being issued upon application having been properly and timely made and diligently pursued within the time period prescribed by the Applicable Laws or where a time period is not prescribed by the Applicable Laws, within 60 (Sixty) Days of proper application being made for such Applicable Permit.

(c) being made subject, upon renewal, or otherwise, to any terms or conditions that materially and adversely affect the Manager's ability to perform its obligations under this Management Contract.

1.1.80 "**Management Fee**" shall mean the management fee which is part of the O&M Cost and Installation Cost payable by the Authority to the Manager in terms of Financial Bid.

1.1.81 "**Material Adverse Effect**" shall mean the effect of any act or event which materially and adversely affects the ability of a Party to exercise its material rights or perform any of its material obligations under and in accordance with the provisions of this Management Contract.

1.1.82 "**Month**" shall mean the calendar month as per the Gregorian calendar.

1.1.83 "**Manager**" shall have the same meaning as set out in the preamble to this Management Contract.

1.1.84 **"Manager Annuity Amount Payment Account**" shall mean the account to be established by the Manager and notified to the Authority as a Manager Condition Precedent.

1.1.85 **"Manager Installation Amount Payment Account**" shall mean the account to be established by the Manager and notified to the Authority as a Manager Condition Precedent.

1.1.86 "**Manager's Employees**" shall have the same meaning as ascribed thereto it in Article 11.5.4 below.

1.1.87 "**Manager's Event of Default**" shall mean any or all of the events that are listed at Article 17.4 below.

1.1.88 "**Manager's Notice**" shall have the same meaning as ascribed thereto in Article 11.5.7 below.

1.1.89 **"Two-Month Installation Cost"** shall have the same meaning as ascribed thereto in Article 6.3 below.

1.1.90 **New O&M Performance Security** shall have the meaning ascribed thereto in section 10.4.2.

1.1.91 "**Non-Performing Employees**" shall have the meaning given to it in Article 11.5.7 below.

1.1.92 "**Non-Political Event**" shall have the meaning given in Article 16.4.4 below.

1.1.93 "**Notice of Intent to Terminate**" shall have the meaning given in Article 18.4.5 below.

1.1.94 "**O&M Year**" shall mean any one year of the O&M Period.

1.1.95 **"O&M Performance Security"** shall mean a security in the form of a financial guarantee issued by a scheduled commercial bank operating in Pakistan acceptable to the Authority (with a minimum credit rating of 'A-'any reputable credit rating agency like JCR-VIS, PACRA, etc., rating scale for financial institutions) and in the amounts equivalent to 5% of the O&M Cost of the relevant O&M Year.

1.1.96 **"O&M Cost"** shall mean the portion of Project Cost that is quoted by the Bidder in its Financial Bid, and relates to the performance of O&M Works. O&M Costs includes all the expenses required to complete the O&M Works including Management Fee and all charges, fixed costs, administrative costs, taxes, insurance costs, etc.

1.1.97 **"O&M Period"** shall mean the period of 10 years commencing from Substantial Completion Date.

1.1.98 **O&M Performance Security Expiry Date** shall have the meaning ascribed thereto in section 10.4.1

1.1.99 **"O&M Works" or "O&M"** shall mean the works relating the operation and maintenance of the Project during the O&M Period, as more particularly described in **SCHEDULE -III**.

1.1.100 **"Pakistan"** shall mean the Islamic Republic of Pakistan.

1.1.101 "**Parent Company**" shall mean any corporate entity controlling the Manager, where "**control"** means having, directly or indirectly, a majority of the voting securities or a majority representation on the Board of Directors (or other similar constituent body) or usually controls on the decision making of the given entity.

1.1.102 "**Party**" shall mean the Authority or the Manager, as applicable, and **"Parties"** means the Authority and the Manager collectively.

1.1.103 "**Payable Annuity Amount Payment**" shall mean, an amount equal to the difference between:

(a) the Remaining Annuity Amount Payment as set out in the Annuity Amount Payment Schedule relating to such Annuity Amount Payment Date; and

(b) the Annuity Amount Payment Adjustment relating to such Annuity Amount Payment Date.

as more particularly the amount as set out in the Annuity Amount Payment Certificate.

1.1.104 "**Payment Error**" shall have the same meaning as ascribed thereto in Article 7.5.10 below.

1.1.105 "**Performance Security**" shall mean:

(a) the Installation Performance Security for the Installation Period and Defects Liability Period; and

(b) the O&M Performance Security for the remaining O&M Period.

1.1.106 "**Performance Security Expiry Date**" shall have the same meaning as ascribed thereto in Article **Error! Reference source not found.**.

1.1.107 "**Permitted Events**" shall mean:

(a) Force Majeure Events.

(b) Authority Events of Default.

(c) Change in Law or Lapse of Consent.

in each case causing a delay in the performance of the Manager's obligations under this Management Contract.

1.1.108 "**Person**" means any individual, company, corporation, partnership, joint venture, trust, unincorporated organization or any other legal entity.

1.1.109 "**PKR**" or "Pakistani Rupees" shall mean the lawful currency of Pakistan.

1.1.110 "**Political Event**" shall have the meaning given in Article 16.4.4 below.

1.1.111 **"Practicum School"** shall mean a space in the Institute or nearby Institute, commonly referred to as the 'Practicum School' and mentioned as such in the agreed plans of the Manager.

1.1.112 "**Project**" shall mean the following:

(a) Taking over and exercising the possession, control, management and administration of the Institute, as per the terms of this Contract.

(b) Performing the Works.

(c) Ensuring to meet the KPIs at all times during the Contract Period.

(d) Handing over the Institute back to the Authority on the Termination Date.

1.1.113 "**Project Cost**" shall mean an amount equal to Installation Cost and O&M Cost.

1.1.114 "**Qualifying Change in Law**" shall mean any Change in Law:

(a) which applies specifically to:

(i) The Project and not to other similar projects within the Province of Sindh.

(ii) The Manager, but not to other Persons.

(iii) The provision of services that are the same as or substantially similar to the Works provided by the Manager under this Management Contract, but not to other services.

(b) Which was not reasonably foreseeable by the Manager as at the Bid Due Date.

1.1.115 "**Remedial Action Notice**" shall have the same meaning as ascribed thereto in Article 18.4.4 below.

1.1.116 "**Remedial Period**" shall have the meaning given in Article 18.4.4 below.

1.1.117 "**RFP**" shall have the same meaning as ascribed thereto in recital B above.

1.1.118 **"Sanction-able Practice" shall** mean any Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice.

1.1.119 **"Substantial Completion Date"** shall have the meaning as ascribed thereto in Article 7.1.1 below.

1.1.120 **"Taking Over Criteria**" shall mean the criteria for take-over of the Institute by the Authority in accordance with this Management Contract, as set out in **SCHEDULE-IX**.

1.1.121 "**Taxes**" shall mean all taxes, levies, imposts, cesses, duties and other forms of taxation, including (but without limitation) income tax, sales tax, value added tax, service tax, octroi, 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 Manager.

1.1.122 "**Termination**" shall mean the termination of this Management Contract upon the issuance of a Termination Notice in accordance with the terms hereof.

1.1.123 "**Termination Compensation**" shall mean the compensation to be paid by either Party hereunder in respect of different termination events, as set out in Article 19 below.

1.1.124 "**Termination Date**" shall mean the date on which this Management Contract is terminated by a Termination Notice.

1.1.125 "**Termination Notice**" shall mean a notice issued by a Party to the other Party terminating the Management Contract in accordance with the terms hereof.

1.1.126 **"Termination Compensation Date**" shall mean the date falling ninety (90) days following the Termination Date.

1.1.127 "**Threshold Limit**" shall mean PKR 1,000,000/- (Pak Rupees One Million Only) in aggregate over the Contract Period.

1.1.128 "**Training**" shall mean the organized and formal procedure by which Teachers gain knowledge and/or skill for a definite purpose and refers to the teaching, managing and learning activities carried on for the primary purpose of helping members of an organization acquire and apply the knowledge, skills, abilities, and attitudes needed by a particular job and organization to create positive attitudes through clarifying the behaviors and attitudes that are expected from the Employees. Such Trainings shall be for a minimum of 18 hours with reference to the KPIs in an academic year.

1.1.129 "**Transfer Date**" shall mean:

(a) in case of early Termination of this Management Contract prior to the end of the Contract Period, the Termination Compensation Date subject to the Authority making payment of the relevant Termination Compensation to the Manager on or prior to such date.

(b) in case of end of the Contract Period, the last day of the Contract Period.

1.1.130 "**Unscheduled Outage**" shall have the same meaning as ascribed thereto in Article 7.3.3 below.

1.1.131 "**Upfront Annuity Amount Payment Certificate"** shall have the same meaning as ascribed thereto in 8.3.2below.

1.1.132 **Upfront Annuity Amount Payment Date** shall have the meaning ascribed thereto in Article 1.1.4(b)

1.1.133 "**Vacation**" shall mean the annual vacations of the Institute, as may be notified by the Authority from time to time.

1.1.134 **"Works"** shall mean collectively the Installation Works and O&M Works.

1.2 Rules of Interpretation

1.2.1 In this Management Contract unless the context otherwise requires:

(a) The word importing the singular means the plural and vice-versa; and words importing the masculine shall include the feminine and neuter and vice-versa.

(b) 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.

(c) "Article" and "Annex" shall refer, respectively to Articles of and Annexes to this Management Contract. The Annexes to this Management Contract shall form part and parcel of this Management Contract.

(d) The headings and sub-headings in this Management Contract (and references to them) are included for convenience only and shall not be taken into account in interpreting this Management Contract.

(e) 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.

(f) 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.

(g) The words "written" and "in writing" includes a facsimile transmission and any means of reproducing works in a tangible and permanently visible form.

2. APPOINTMENT OF MANAGER

The Authority hereby appoints the Manager for the implementation of the Project and to perform all its obligations set out in this Agreement, and the Manger does hereby undertake and confirm to implement the Project and perform the obligations as per and in accordance with the terms and conditions set out in this Management Contract.

3. CONDITIONS PRECEDENTS

3.1 Manager's Conditions Precedents

3.1.1 The Manager shall satisfy or procure the satisfaction of the following Conditions Precedent and provide following information or copies of following documents to the Authority, the Independent Engineer, the Independent Expert and the Independent Auditor in any event by the CP Completion Date and give notice to the Authority not later than five (5) Days after the date of satisfaction of each condition:

(a) Certified true copies of all its constitutional documents, through which it was constituted/formed/incorporated.

(b) Certified true copies of all its resolutions adopted by the board of directors (or other equivalent body) of the Manager authorizing execution, delivery and performance of this Management Contract.

(c) Certified copies of all Applicable Permits that are required for all activities contemplated under this Management Contract including operation of the Project, (where applicable).

(d) Undertaking from the Manager and its [shareholders/partners/members] that their Control over the Manager, represented through their sharing and capital, shall remain the same during the Contract Period.

(e) legal opinion to the Authority from a reputable and appropriately experienced legal counsel of the Manager acceptable to the Authority confirming that:

i. the Manager has obtained all necessary Applicable Permits for the purpose of performance of the Manager's obligations and the exercise of the Manager's rights under this Management Contract.

ii. that the Applicable Permits are in full force and effect.

iii. the Manager has duly and validly executed this Management Contract and the terms of this Management Contract are fully enforceable against the Manager.

(f) The Installation Performance Security has been delivered to the Authority and is valid.

(g) Advance Payment Security has been delivered to the Authority and is valid.

(h) A documentary evidence of opening the Improvement Fund Account for the deposit of Improvement Fund.

(i) The Manager has submitted a detailed design of the Institute/Project and a detailed work plan for Installation Period providing month-wise schedule of Installation Works with the Authority, after getting the approval of such detailed design and work plan from the Independent Engineer and Independent Expert (to the extent of matters pertinent to the Independent Expert).

(j) The Manager shall have opened up the Manager Annuity Amount Payment Account and notified the same to the Authority and the Independent Auditor.

The Manager has established the Manager Installation Amount Payment Account and notified the same to the Authority.

3.2 Authority's Conditions Precedent

3.2.1 The Authority shall satisfy or procure the satisfaction of the following Conditions Precedents as soon as reasonably possible and in any event by the CP Completion Date and give notice to the Independent Auditor and the Manager no later than five (5) Days after the date of satisfaction of each condition; provided that the Authority shall not be obligated to procure the satisfaction of any of the following Conditions Precedent unless the Manager has fulfilled its Conditions Precedent specified in Article 3.1 above:

(a) The Authority has established the Authority Annuity Amount Payment Account (i.e. Escrow Account).

(b) The Authority has handed over peaceful possession and reasonable control of the Institute to the Manager in accordance with the Handing Over Criteria.

(c) Prior to the start of Installation Period, the Authority has paid utility bills that are due up to the date of start of Installation Period and provided an evidence of the same to the Independent Auditor.

(d) Prior to the start of Installation Period, the Authority has procured the separation the meters of electricity for the Institute and other such buildings, if any, which are not forming part of the Institute.

(e) The Authority has issued a notification, notifying the powers, responsibilities and authorities of the Manager and existing principal of the Institute.

(f) The Authority has established the Authority Installation Amount Payment Account with the Authority Installation Amount Payment Account Bank and has funded the same in the amount equivalent to the Installation Cost.

3.3 Joint Conditions Precedents

3.3.1 The Parties shall jointly satisfy or procure the satisfaction of the following Conditions Precedents as soon as reasonably possible and in any event by the CP Completion Date:

3.3.2 The Conditions Precedents to be jointly satisfied by the Parties are as follows:

(a) Jointly appointing the Independent Auditor as contemplated in Article 5.1 below;

(b) Jointly appointing the Independent Engineer as contemplated in Article 5.2 below; and

(c) Jointly appointing the Independent Expert as contemplated in Article5.3 below.

(d) Both the parties and commercial bank have entered into an Escrow Accounts Agreement for the purposes of opening and maintaining the accounts as envisaged under this Agreement.

3.4 Consequences of Failure to fulfill the Conditions Precedents

3.4.1 If the Manager fails to fulfill any of the Conditions Precedents that it is required to fulfill under Article 3.1 above by the CP Completion Date (unless waived or deferred by the Authority in its absolute discretion), the Authority shall be entitled to terminate this Management Contract by issuing a written notice of 30 (Thirty) Days to the Manager.

3.4.2 On such termination, the Authority shall be entitled to draw on the Installation Performance Security of the Manager (and if the Installation Performance Security has not been submitted by the CP Completion Date, 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 Manager's failure to fulfill the Conditions Precedents and implement the Project in accordance with the terms of this Management Contract.

3.4.3 If the Authority fails to fulfill any of the Conditions Precedents that it is required to fulfill under Article 3.2 above by the CP Completion Date (unless waived or deferred by the Manager in its absolute discretion), the Manager shall be entitled to terminate this Management Contract by issuing a prior written notice of 30 (Thirty) Days to the Authority.

3.4.4 If the Parties jointly fail to fulfill any of the Conditions Precedents that they are required to fulfill under Article 3.3 above by the CP Completion Date (unless waived or deferred by the mutual consent of the Parties), either Party shall be entitled to terminate this Management Contract by issuing a prior written notice of 30 (Thirty) Days to the other Party.

3.4.5 On termination of this Management Contract pursuant to Articles 3.4.3 above or 3.4.4 above, the Authority shall return the Installation Performance Security to the Manager if the same has been received by the Authority (and if the Installation 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 Precedents. The Parties further agree that in case of termination of this Management Contract for whatever reason prior to the CP Completion Date, the Authority shall not be liable to compensate the Manager in respect of such termination.

4. GRANT OF CONTRACT AND CONTRACT PERIOD

4.1 Grant of the Contract

4.1.1 In consideration of the Manager's obligations contained in this Management Contract and relying on the Manager's representations, warranties, acknowledgments and undertakings contained herein, the Authority, subject

to the terms of this Management Contract, hereby grants to the Manager and authorizes it, for the duration of the Contract Period, to manage and implement the Project including the Institute and to exercise and enjoy the rights, powers, benefits, privileges, authorizations and entitlements as set forth in this Management Contract.

4.1.2 The Manager agrees that the Authority shall have the sole and exclusive right to require from the Manager full availability of the Institute throughout the O&M Period in accordance with the KPIs and the Good Industry Practice.

4.2 Contract Period

4.2.1 Subject to early termination in accordance with this Management Contract, the Contract is granted for the Contract Period.

4.2.2 Notwithstanding anything to the contrary stated in this Management Contract, the Manager may request an extension of the Contract Period at any time at least one (01) year prior to the Expiry of Contract Period; provided that at the time of the request the Manager is materially in compliance with its obligations under this Management Contract 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.

4.3 Right, Title And Interest In The Institute

4.3.1 The Parties acknowledge that full ownership, rights and title to the Institute and all its assets shall be vested with the Authority throughout the Contract Period and the Manager shall not create any encumbrance or other third-party rights over the Institute or any part thereof or otherwise sub-let or part with the possession of the Institute at any time during the Contract Period.

4.3.2 Further agree that (a) all the assets of the Institution whether moveable or immovable, fixed or current and including any additions, modifications or construction thereon carried out by the Manager pursuant to this Management Contract, (b) all equipment or other teaching aids (whether originally provided by the Authority or purchased or replaced by the Manager) of the Institution, shall be the properties of the Authority and shall be handed over to the Authority, free from any encumbrances on the Transfer Date.

4.3.3 The Manager undertakes that the Institute shall not be used for any private purposes or any unauthorized commercial purposes, including but not limited to public gatherings, functions, weddings, political events, other than any events specifically linked to the purposes for which the Contract is granted to the Manager. The Authority hereby undertakes that it shall not permit or request the Manager to facilitate any of the foregoing events at the Institute.

4.4 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 Manager for obtaining the grant or renewal of the Applicable Permits (if any) required for the performance of the Manager's obligations or the exercise of the Manager's rights under this Management Contract.

4.5 Expiry of Contract Period

This Management Contract will expire on the Expiry Date, and upon Expiry of the Contract Period, the Manager shall hand-over back the Institute to the Authority on the Transfer Date as per and in accordance with the Taking-Over Criteria.

4.6 Manager's Scope of Work

The Manager shall perform, undertake and achieve the KPIs as defined in Article 1.1.84 with best professional expertise, skills for the due performance of its obligations under this Management Contract and for the smooth running of the Project.

5. APPOINTMENT OF INDEPENDENT AUDITOR, INDEPENDENT ENGINEER AND INDEPENDENT EXPERT

5.1 Appointment of Independent Auditor

5.1.1 As a Condition Precedents to the Effective Date, the Parties shall jointly appoint an Expert to fulfill the duties and obligations of the Independent Auditor during the Contract Period (the "**Independent Auditor**").

5.1.2 The appointment mechanism and indicative terms of reference of the Independent Auditor are set out at **SCHEDULE-VI**.

5.2 Appointment of Independent Engineer

5.2.1 As a Condition Precedent to the Effective Date, the Parties shall jointly appoint an Expert to fulfill the duties and obligations of the Independent Engineer during the Contract Period (the "**Independent Engineer**").

5.2.2 The appointment mechanism and indicative terms of reference of the Independent Engineer are set out at **SCHEDULE-VI**.

5.3 Appointment of Independent Expert

5.3.1 As a Condition Precedent to the Effective Date, the Parties shall jointly appoint an Expert to fulfill the duties and obligations of the Independent Expert during the Contract Period (the "**Independent Expert**").

5.3.2 The indicative terms of reference of the Independent Expert are set out at **SCHEDULE-VI**.

5.4 Remunerations of Independent Engineer, Independent Expert and Independent Auditor

All fees, costs, charges and expenses payable to the Independent Auditor, Independent Expert and the Independent Engineer shall be solely borne by the Manager, notwithstanding that the Independent Auditor, Independent Expert and the Independent Engineer shall be jointly appointed by the Authority and the Manager. All such fees, costs, charges and expenses shall be paid by the Manager to the Independent Engineer, Independent Expert and Independent Auditor through escrow accounts and irrevocable standing instructions.

5.5 Independence of Independent Engineer, Independent Expert and Independent Auditor

Notwithstanding that the fees, costs, charges and expenses payable to the Independent Auditor, Independent Expert and the Independent Engineer shall be borne by the Manager:

a) the Independent Auditor, Independent Expert and the Independent Engineer shall act independently and in an unbiased manner and shall perform their services for the benefit and in the best interests of the Project and not that of any other Person or entity and shall not act on any instructions issued by any Party in respect of the Project unless the same are:

(i) Contemplated by this Management Contract to be issued by such party.

(ii) Jointly issued by the Parties.

(b) The Independent Auditor, Independent Expert and the Independent Engineer shall be independent Experts, monitors and/or inspectors and shall not be considered employees, agents or representatives of the Parties or any other stakeholder in the Project or any affiliate of any of them, for any purpose. The Manager shall pay all fees, costs, charges and expenses due to the Independent Auditor, Independent Expert and the Independent Engineer in a diligent and timely manner and in accordance with the terms of reference of the Independent Auditor, Independent Expert and the Independent Engineer respectively. Failure by the Manager to pay in a diligent and timely manner and in accordance with the terms of engagement of the Independent Auditor, Independent Expert and the Independent Engineer shall entitle the Authority to drawdown the Performance Security (without any notice, reference or prior recourse to the Manager or any other Person) and utilize such amounts to directly make payment to the Independent Auditor, Independent Expert and the Independent Engineer, in which case the Manager shall forthwith replenish the Performance Security.

(c) The Independent Auditor, Independent Expert and the Independent Engineer shall be required to act reasonably, fairly and expeditiously in fulfilling their duties and obligations under their relevant contracts and terms of references as mentioned in **SCHEDULE-VI**.

5.6 Replacement of Independent Engineer, Independent Expert and Independent Auditor

The Parties may replace the Independent Auditor, Independent Expert and/or the Independent Engineer in any of the following circumstances:

(a) If the Independent Auditor, Independent Expert and/or the Independent Engineer have not discharged their duties in accordance with Article 5.5 above.

(b) If the Parties mutually agree not to renew the appointment of the Independent Auditor, Independent Expert and/or the Independent Engineer.

(c) If the Independent Auditor, Independent Expert and/or the Independent Engineer tender their resignation/ or termination of contract in accordance with the terms of their appointment.

(d) The Parties shall comply with **SCHEDULE-VI** in appointing such replacement of Independent Auditor, Independent Expert and/or Independent Engineer.

5.7 Right of Access

The Independent Auditor and the Independent Expert shall at all times during the Contract Period and and the Independent Engineer during the Installation Period have the right to enter upon and access the Institute. The Manager shall have the

right to accompany the Independent Auditor, Independent Expert and the Independent Engineer during their attendance at the Institute. The Independent Auditor, Independent Expert and the Independent Engineer shall have no authority to delay or hinder the performance of the Works, except as expressly specified in this Management Contract.

5.8 Liability of the Manager

The Manager agrees that notwithstanding any approval (including any deemed approval) of, review by or compliance with the instructions of the Independent Auditor, Independent Expert and/or the Independent Engineer, the Manager shall be solely responsible for the Works and shall bear all risk and liability for the same.

6. COMMENCEMENT OF INSTALLATION WORKS AND INSTALLATION COSTS

6.1 Commencement of Performance of Installation Works

6.1.1 The Manager shall be obligated to commence the Installation Works in respect of the Institute, as and from the date of CP Completion Date.

6.1.2 As and from the first day of start of Installation Period, the Manager shall be entitled to demand and collect the Installation Costs in accordance with Article 6.3 below.

6.2 General Requirements

6.2.1 The Manager shall undertake and be responsible for and shall perform the Installation Works in a manner that is in compliance with the KPIs and scope of work as per **SCHEDULE-III**, the Applicable Laws, the Applicable Permits and Good Industry Practice.

6.2.2 The Manager may undertake and perform the Installation Works itself and/or through its employees and agents possessing the requisite technical, financial, managerial and teaching expertise and capability.

6.2.3 The Manager shall at all times during the Contract Period, provide the Authority, the Independent Auditor, the Independent Expert, the Independent Engineer and their representatives with reasonable access to the Institute for monitoring of the Installation Works and for conducting inspections and audits in accordance with this Management Contract.

6.2.4 During the Installation Period, the Manager shall develop and implement a safety and surveillance program for the Institute, comply with the usual safety regulations and adopt appropriate safeguards and measures for security of environment, human life and property at the Institute in accordance with the Applicable Laws and Good Industry Practice.

6.3 Payment of Installation Costs

The Parties agree that the Manager shall perform all the Installation Works by utilizing the Installation Costs provided by the Authority to the Manager in terms of this Agreement. The Installation Costs shall be paid by the Authority to the Manager in three (3) equal tranches, i.e. one tranche (the **"Two-Month Installation Cost"**) for "two-consecutive months" falling in the Installation Period (the **"Installation Payment Period"**) for implementation of the Installation Works in terms of this Agreement. The Authority shall issue irrevocable standing instructions to the Authority Installation Payment Account Bank (in form and substance agreed between the Parties) (the **Authority Installation Payment Account Standing**

Instructions) to debit the Authority Installation Payment Account in the amount equal to the Two-Month Installation Cost and credit the same to the Manager Installation Amount Payment Account within three (3) days from receipt of the following documents:

i. **For first Two-Month Installation Cost:**

(a) Certificates from the Independent Auditor, Independent Expert and Independent Engineer confirming the satisfaction (waiver or deferral, as the case may be) of the Conditions Precedent.

(b) Written confirmation from the Authority that the Authority has received the valid Advance Payment Security for the first Two-Month Installation Costs.

ii. **For subsequent Two-Month Installation Costs:**

a) Certificate from the Independent Engineer confirming that the Works (related to engineering expertise) relevant to the preceding Installation Payment Period have been completed as per the KPIs and the terms of this Contract.

b) Certificate from the Independent Expert confirming that the Works (related to educational expertise) relevant to the preceding Installation Payment Period have been completed as per the KPIs and the terms of this Contract.

c) Certificate from the Independent Auditor confirming that the Two-Month Installation Costs relevant to the preceding Installation Payment Period have been utilized as per the terms of this Contract.

d) Written confirmation from the Authority that the Authority has received the valid Advance Payment Security for the relevant Two-Month Installation Costs or the Advance Payment Security earlier provided is valid and effective.

6.4 Advance Payment Security

The Advance Payment Security shall remain valid till the later of the following:

(a) Installation Period plus two (2) months.

(b) Date of completion of Installation Works, as per the satisfaction of Independent Engineer, Independent Expert and the Independent Auditor.

The Advance Payment Security shall be released by the Authority upon issuance of certificates by the Independent Auditor, Independent Expert and Independent Engineer that the Installation Works have been completed up to the satisfaction of Independent Engineer, Independent Expert and Independent Auditor and in accordance with the terms of this Contract.

6.5 Installation Period Damages

In case, because of the reasons, attributable to the Manager as may be determined by the Independent Engineer, any delay has occurred in the completion of Installation Works within the Installation Period then the Manager shall be liable to pay to the Authority, the damages at the rate of 0.04% of the Installation Costs, for a delay of each day (the **"Installation Period Damages"**). However, the

Installation Period Damages shall not exceed 15% of the Installation Cost. The Manager shall be liable to pay the amount of Installation Period Damages as demanded by the Authority, within seven (7) Days of the receipt of the written demand of the Authority. In case the Manager fails to pay the same within the aforesaid period, the Authority shall be entitled to encash the Installation Performance Security in the amount equivalent to the said amount and the Manager shall be under obligation to replenish the Installation Performance Security within five (5) Days from the date the Manager is required in writing by the Authority to replenish the Installation Performance Security.

7. COMMENCEMENT OF O&M WORKS

7.1 Performance of O&M Works

7.1.1 The Manager shall be obligated to commence the O&M Works and start performing the O&M Works, in respect of the Institute, as and from the date the Independent Expert and Independent Engineer certifies the satisfactory completion of 95% of the Installation Works (the **"Substantial Completion Date"**).

7.1.2 The Independent Engineer and Independent Expert shall, at the request of the Manager and upon its own satisfaction, issue a certificate, certifying that the Substantial Completion Date has been achieved. In such an event, the said certificate shall have appended thereto a list of outstanding items signed jointly by the Independent Engineer, Independent Expert and the Manager (the "**Installation Completion Checklist"**); provided, that the Independent Engineer and Independent Expert shall not withhold the said certificate for reason of any Installation Work remaining incomplete if the delay in completion thereof is attributable to the Authority. However, all the Installation Works as mentioned in the Installation Completion Checklist shall be completed by the Manager within the Installation Period as per the terms of this Management Contract.

7.1.3 As and from the first day of start of O&M Period, the Manager shall be entitled to demand and collect the Annuity Amount Payments in accordance with Article 8 below.

7.1.4 The Manager shall at all times keep complied with all the KPIs.

7.2 General Requirements

7.2.1 The Manager shall undertake and be responsible for and shall perform the O&M Works in a manner that is in compliance with the KPIs, the Applicable Laws, the Applicable Permits and Good Industry Practice.

7.2.2 The Manager may undertake and perform the O&M Works itself and/or through its employees and agents possessing the requisite technical, financial, managerial and teaching expertise and capability.

7.2.3 The Manager shall at all times during the Contract Period, provide the Authority, the Independent Auditor, Independent Expert and the Independent Engineer and their representatives with reasonable access to the Institute for monitoring of the O&M Works and for conducting inspections and audits in accordance with this Management Contract.

7.2.4 During the O&M Period, the Manager shall develop and implement a safety and surveillance program for the Institute, comply with the safety regulations, such as cleanliness of the Institute, disposal of wastes and effluents, ventilation and temperature, dust and fume, lightning, drinking

water, precaution in case of fire etc. and adopt appropriate safeguards and measures for security of environment, human life and property at the Institute in accordance with the Applicable Laws and Good Industry Practice.

7.3 Repair and Maintenance of the Institute

7.3.1 The Manager shall maintain the Institute in line with Good Industry Practice to meet the KPIs and shall ensure that the Institute is fully operational throughout the Contract Period. The Authority shall pass on to the Manager any benefits of defect liability periods under the relevant construction contractors of the Institute.

7.3.2 The Manager shall not schedule any major repair or maintenance work in respect of the Institute at any time during the Contract Period without the prior written consent of the Authority. The Manager shall ensure that all major repair and maintenance work in respect of the Institute is scheduled at a time during the vacations when the Institute 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. The Manager shall submit in writing to the Authority, with copies to the Independent Auditor and Independent Expert, the details and costs of all major maintenance and repair works proposed to be undertaken by the Manager in respect of the Institute at least thirty (30) days prior to the vacations in which such repair and maintenance work is being planned. All major repair and maintenance work and the costs thereof shall be certified by the Independent Auditor; provided that the Independent Auditor and the Authority shall certify, amend and/or approve (as applicable) the request of the Manager within a period of thirty (30) days. The Manager shall bear all the costs and expenses of such repair and maintenance, as certified by the Independent Auditor and Independent Expert.

7.3.3 When the need arises for an unscheduled outage in order to undertake emergency maintenance during an Academic Year ("**Unscheduled Outage**"), the Manager shall advise the Authority of such need and the commencement and estimated duration of such work. The Authority shall allow the Manager 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. The Manager shall advise the Authority of the above matters by a notice in writing, and the Authority shall respond within 72 (Seventy-Two) hours from receiving such notice. In case an extension is required in the Unscheduled Outage period, such extension shall be subject to the prior written approval of the Authority.

7.3.4 If the Manager ceases to operate any Institute for a period of 72 (Seventy-Two) consecutive hours, other than due to a Force Majeure Event or an Unscheduled Outage, then the Authority shall be entitled, upon giving a 24 (Twenty-Four) hours prior written notice, to step-in and undertake O&M and perform the O&M Works at such Institute until the Manager demonstrates to the satisfaction of the Authority that it can and will resume normal operation of such Institute.

7.3.5 If the Authority has not notified the end of the step-in after the expiry of a period of 90 (Ninety) Days starting from the date of step-in by the Authority, and except as otherwise agreed by the Parties, the Management Contract shall automatically be terminated for a Manager Event of Default. The exercise of the Authority's rights under this Article 7.3 shall be at the cost, risk and expense of the Manager. The Authority shall not be required to make any payments to the Manager during the time of step-

in other than those payments that are already due and payable to the Manager under this Management Contract prior to the time of step-in.

7.4 Applicable Permits and Applicable Laws

7.4.1 The Manager shall make any applications required in respect of and obtain all Applicable Permits for the performance of the Works, in accordance with the provisions of the Applicable Laws. The costs of complying with this requirement shall be borne solely by the Manager.

7.4.2 The Authority shall use reasonable endeavors to assist the Manager in obtaining the Applicable Permits from the relevant Government Authorities; provided that the Manager has complied with all the requirements contained in the Applicable Laws for applying for such Applicable Permits.

7.4.3 The Manager shall comply with the conditions of all Applicable Permits, the provisions of all Applicable Laws and with Good Industry Practice in carrying out the Works at the Institute at all times during the Contract Period.

7.4.4 In the event of any Lapse of Consent, the Manager shall notify the same to the Authority (with a copy to the Independent Engineer, Independent Expert and the Independent Auditor) within 3 (Three) Days after becoming aware thereof. Following receipt of such notification by the Authority, the Manager shall provide the Authority all documents and information notified by the Authority to the Manager in respect of such Lapse of Consent.

7.5 Records, Reporting, Accounts and Audits

7.5.1 The Manager shall maintain records (in soft format and hard format will be provided if demanded) of all students, teachers, staff, books, resources, equipment and compliance with the KPIs during the Contract Period.

7.5.2 All the fees that may be paid by the students of the Institute, and any other revenue with regard to students during the O&M Period shall be the property of the Authority/concerned office/department and shall be directly paid to the Authority/concerned offices/departments (e.g. Karachi University registration fee).

7.5.3 The Manager shall maintain books of accounts recording all payments received from the Authority and other revenues derived/collected (if any, with the prior written permission of the Authority) by it from or on account of the Institute and the Works.

7.5.4 The Manager shall deliver to the Independent Engineer, Independent Expert and Independent Auditor with copy to the Authority, the following reports within the time specified below:

(a) Biannually reports relating to the performance of Works at the Institute, meeting/non-meeting of KPIs and a summary of the income received and expenditure incurred during such six (6) months prepared substantially in the form set out in **SCHEDULE–V**, and delivered to the Authority in writing (by email or facsimile) within 10 (Ten) Days after the end of each six (6) month period.

(b) Reports on any critical damage or security lapse at the Institute leading to any interruptions or outages of the Institute within five (5) Days of each such occurrence.

(c) Reports on any material litigation (including any winding-up proceedings or notice to commence winding-up), proceedings or material disputes to which the Manager is a party, the appointment of a receiver or administrator in relation to the business or assets of the Manager and any adverse orders or judgments passed by any Government Authorities that affects or is likely to affect the performance of the Works, as soon as reasonably possible after the occurrence of such events.

7.5.5 Without limiting the Manager's obligations under Applicable Laws, during the Contract Period and for a period of 3 (Three) years thereafter, the Manager shall on demand produce to the Authority all such evidence as may be reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to any of the provisions of this Management Contract.

7.5.6 The Manager shall make available to the Authority, the Independent Engineer, Independent Expert and the Independent Auditor, all books and records maintained by the Manager upon a request being made by any of them. The Manager shall and shall cause its employees and agents to fully co-operate and provide all assistance to the Authority, the Independent Engineer, Independent Expert and the Independent Auditor.

7.5.7 The Authority, the Independent Engineer, Independent Expert and the Independent Auditor will have the right to access, make copies of all such books, records, accounts, financial statements, reports, evaluations and any other information relating to the performance of the Works.

7.5.8 The Manager shall provide the Authority with 2 (two) copies of its audited financial statements, along with a report thereon by the statutory auditor, within 120 (one hundred twenty) Days of the close of the Financial Year.

7.5.9 The Manager shall also provide the Authority with 2 (two) copies of the semi-annual KPI's report, duly reviewed and certified by the Independent Expert and Independent Auditor, within 30 (Thirty) Days of the end of each six (6) month period to which they pertain.

7.5.10 If the Independent Auditor reports an inaccuracy in any statement or computation that has resulted in an over-payment or an under-payment of an amount by a Party (the "**Payment Error**"), the amount of such Payment Error shall be adjusted in the next semi-annual payment due immediately after receipt of notification from the Independent Auditor of such Payment Error.

7.5.11 For avoidance of doubt, the Manager is required to provide KPIs report, duly verified by the Independent Expert, on semi-annual basis to the Authority and the Independent Auditor which will conform, inter alia, the meeting of the KPIs. Also, the Parties agree that the Manager shall conduct the financial audits in accordance with the Applicable Laws at the end of each Financial Year and provide the audited financial statements in accordance with this Management Contract.

7.5.12 Notwithstanding the above mentioned, the Manager may provide the KPIs report for the first six months' period, which report shall not affect the Annuity Payments in respect of the first semi-annual period. Manager is

however strictly required to adhere with the time lines and frequency as mentioned in the KPIs in respect of, inter alia, annual management plans, implementation framework timelines, annual scheme of studies and all other necessary documentation as mentioned in the KPIs.

7.6 Provision of Utilities

7.6.1 Prior to the start of Installation Period, the Authority shall pay all utility bills that are due up to the date of start of Installation Period and provide an evidence of the same to the Independent Auditor. From the commencement of Installation Period, the Manager shall be solely responsible for arranging for all utilities for the operation and maintenance of the Institute. Further, prior to the start of Installation Period, the Authority shall get separated the meters of electricity for the Institute and other buildings which are not forming part of the Institute.

7.6.2 Where the Manager seeks to procure any utilities from Government Authorities, the Authority shall use reasonable endeavors to assist the Manager in obtaining rates from such Government Authorities that are no higher than the rates offered to commercial users of such utilities.

8. ANNUITY AMOUNT PAYMENTS

8.1 Annuity Amount Payments

8.1.1 Subject to the provisions of this Management Contract and in consideration of the Contract and the undertaking by the Manager to perform and discharge its obligations in accordance with the terms and conditions set out in this Management Contract, the Authority agrees and undertakes to pay first Annuity Amount Payments, each Upfront Annuity Amount Payment and each Payable Annuity Amount Payment to the Manager on its corresponding Annuity Amount Payment Date in accordance with the terms of this Management Contract.

8.2 Annuity Amount Payment Adjustment Events & Annuity Amount Payment Adjustment

8.2.1 The Annuity Amount Payments (except the first Annuity Amount Payment) payable by the Authority to the Manager on each Annuity Amount Payment Date shall, in the manner and to the extent stated in this Agreement, be subject to Annuity Amount Payment Adjustment (as calculated in accordance with the Annuity Amount Payment Adjustment Formula) due to occurrence of the Annuity Amount Payment Adjustment Events during the Annuity Amount Payment Evaluation Period relating to such Annuity Amount Payment Date.

8.2.2 **Consequences of Variation of KPIs/Financial Parameters**

If, as per the report of the Independent Expert and Independent Auditor, the quantitative KPI's are not met by the Manager, but varies up-to 10% then notices will be served upon the Manager to reduce the gaps.

8.2.3 **Annuity Amount Payment Adjustment Events**

The following events (as certified in writing by the Independent Expert and Independent Auditor) shall constitute the Annuity Amount Payment Adjustment Events; provided, that the same shall not constitute an Annuity Adjustment Event in case the same results from the Permitted Events

(excluding the Non-Political Events) (the "**Annuity Amount Payment Adjustment Events"**):

(a) more than 10% decrease from the target quantitative KPIs.

(b) the Manager has failed to maintain the Institute in accordance with qualitative KPIs and the provisions of this Management Contract (as permitted in the Reporting Forms, if applicable), irrespective of whether the Institute has been functioning properly or not.

8.2.4 **Consequences if the Institute is not operational during given Academic Year**

In the event if the Institute is not operational during a given Academic Year (as determined by the Independent Expert), the same shall constitute a Manager Event of Default and the Authority may at its discretion terminate this Management Contract in accordance with Article 18 below except in cases where the same is due to the Permitted Events.

8.3 Determination of the Authority Annuity Payment Account Funding Amount, Payable Annuity Amount Payment & Issuance of Annuity Amount Payment Certificates

8.3.1 Each of the Annuity Amount Payment shall be paid in advance in accordance with the terms of this Management Contract. The first Annuity Amount Payment shall be paid (i) without any bifurcation of 30 percent and 70 per cent; and (ii) shall not be subject to Annuity Amount Payment Adjustment.

8.3.2 In relation to first Annuity Amount Payments, at least, two (2) months prior to the Substantial Completion Date, the Manager shall procure that the Independent Auditor issues a certificate (the **"First Annuity Amount Payment Certificate"**) to the Manager, the Authority and the Authority Annuity Amount Payment Account Bank, setting out the first Annuity Amount Payment, Authority Annuity Payment Account Funding Amount and Authority Annuity Amount Payment Account Funding Date.

8.3.3 In relation to each other Annuity Amount Payments, the Manager shall, at least forty-five (45) days prior to the Upfront Annuity Amount Payment Date, procure that the Independent Auditor issues a certificate (the **"Upfront Annuity Amount Payment Certificate"**) to the Manager, the Authority and the Authority Annuity Amount Payment Account Bank, setting out 30% of the Annuity Amount Payment (the "**Upfront Annuity Amount Payment Amount"**), Authority Annuity Payment Account Funding Amount and Authority Annuity Amount Payment Account Funding Date.

8.3.4 Within fifteen (15) days of each Annuity Amount Payment Evaluation Date relating to an Annuity Amount Payment Date, the Manager shall procure that the Independent Expert and the Independent Auditor jointly issue a certificate (the **Annuity Amount Payment Certificate)** in respect of the remaining 70% of the Annuity Amount Payment (the **"Remaining Annuity Amount Payment Amount"**) to the Manager, the Authority and the Authority Annuity Amount Payment Account Bank setting out (wherever applicable):

(a) The Annuity Amount Payment Adjustment Events occurring in the Annuity Amount Payment Evaluation Period relating to such Annuity Amount Payment Date.

(b) The Annuity Amount Payment Adjustment calculated on the basis of the Annuity Amount Payment Adjustment Events occurring in the Annuity Amount Payment Evaluation Period relating to such Annuity Amount Payment Date.

(c) The Payable Annuity Amount Payment to be paid on such Annuity Amount Payment Date.

In order for Independent Auditor and Independent Expert to issue the Annuity Amount Payment Certificate, the Manager shall be under obligation to provide each of them with all documents/reports as required by each of them.

8.4 Funding and Payment of Annuity Amount Payments

8.4.1 The Authority shall deposit each Authority Annuity Payment Account Funding Amount into the Authority Annuity Amount Payment Account on the relevant Authority Annuity Amount Payment Account Funding Date.

8.4.2 Following issuance of the, First Annuity Amount Payment Certificate or Upfront Annuity Amount Payment Certificate (as applicable) in respect of an Annuity Amount Payment Date, the Manager shall (at least five (5) days prior to such Annuity Amount Payment Date):

(a) deliver an invoice (together with copies of the First Annuity Amount Payment Certificate or Upfront Annuity Amount Payment Certificate (as applicable) appended thereto) to the Authority in triplicate for payment of the first Annuity Amount Payment or Upfront Annuity Payment Amount (as applicable); and

(b) deliver the First Annuity Amount Payment Certificate or Upfront Annuity Amount Payment Certificate (as applicable) to the Authority Annuity Amount Payment Account Bank for payment to the Manager of the first Annuity Amount Payment or Upfront Annuity Payment Amount (as applicable) on the relevant Annuity Amount Payment Date, as per Authority Annuity Amount Payment Account Standing Instructions, by debiting of funds standing to the credit of the Authority Annuity Amount Payment Account on the Annuity Amount Payment Date in an amount equal to the first Annuity Amount Payment or Upfront Annuity Payment Amount (as applicable) and crediting of the same to the Manager Annuity Amount Payment Account on the Annuity Amount Payment Date.

8.4.3 Following issuance of the Annuity Amount Payment Certificate in respect of an Annuity Amount Payment Date, the Concessionaire shall (at least five (5) days prior to such Annuity Amount Payment Date):

(a) deliver an invoice (together with copies of the Annuity Amount Payment Certificate appended thereto) to the Authority in triplicate for payment of the Payable Annuity Amount Payment; and

(b) deliver the Annuity Amount Payment Certificate to the Authority Annuity Amount Payment Account Bank for payment to the Manager of the Payable Annuity Amount Payment (as set out in the Annuity Amount Payment Certificate) on the relevant Annuity Amount Payment Date, as per Authority Annuity Amount Payment Account Standing Instructions, by debiting of funds standing to the credit of the Authority Annuity Amount Payment Account on the Annuity Amount Payment Date in an amount equal to the Payable Annuity Amount Payment (as set out in the Annuity Amount Payment Certificate) and

crediting of the same to the Manager Annuity Amount Payment Account on the Annuity Amount Payment Date.

8.4.4 Any Dispute between the Parties in respect of any matters set out in the Annuity Amount Payment Certificate shall be resolved in accordance with the provisions of Article 20 below; provided however such Dispute shall not affect the payment of the Payable Annuity Amount Payment (as set out in the Annuity Amount Payment Certificate) to the Manager; provided, further, that following resolution of such Dispute, adjustments to the Annuity Amount Payments (to the extent required) shall be made in accordance with the determination/resolution of the Dispute.

8.5 **Authority Annuity Amount Payment Account**

8.5.4 The Authority shall establish and maintain the Authority Annuity Amount Payment Account as soon as possible after signing of this Management Contract and until the Expiry Date.

8.5.5 The Authority shall issue irrevocable standing instructions to the Authority Annuity Amount Payment Account Bank (in form and substance agreed between the Parties) (the **Authority Annuity Amount Payment Account Standing Instructions**) containing, *inter alia*, instructions to the Authority Annuity Amount Payment Account Bank:

a) To debit the Authority Annuity Amounts Payment Account on first Annuity Amount Payment Date or within two (2) Days of the receipt of the First Annuity Amount Payment Certificate, whichever is later (upon receipt of First Annuity Amount Payment Certificate relating to first Annuity Amount Payment Date) in an amount equal to first Annuity Amount Payment (as set out in First Annuity Amount Payment Certificate) and credit the same to the Manager Annuity Amount Payment Account;

b) To debit the Authority Annuity Amounts Payment Account on each Annuity Amount Payment Date or within two (2) Days of the receipt of the Upfront Annuity Amount Payment Certificate, whichever is later (upon receipt of an Upfront Annuity Amount Payment Certificate) in an amount equal to Upfront Annuity Payment Amount (as set out in Upfront Annuity Amount Payment Certificate) and credit the same to the Manager Annuity Amount Payment Account.

c) To debit the Authority Annuity Amount Payment Account on each Annuity Amount Payment Date or within two (2) Days of the receipt of the Annuity Amount Payment Certificate, whichever is later (upon receipt of Annuity Amount Payment Certificate relating to such Annuity Amount Payment Date) in an amount equal to the Payable Annuity Amount Payment (as set out in the Annuity Amount Payment Certificate) and credit the same to the Manager Annuity Amount Payment Account.

8.5.6 The Authority Annuity Amount Payment Account Standing Instructions issued by the Authority shall be irrevocable and shall remain effective, in each case, until the Expiry Date, and no withdrawal from the Authority Annuity Amount Payment Account may be made by the Authority, except as provided in this Management Contract.

8.5.7 The Authority Annuity Amount Payment Account Standing Instructions (or any part thereof) issued by the Authority may be revoked pursuant a written revocation notice duly executed and confirmed by the Parties.

8.5.8 The Authority Annuity Amount Payment Account shall be strictly operated and maintained in accordance with the Authority Annuity Amount Payment Account Standing Instructions. Further, the Authority hereby undertakes and covenants with the Manager that it shall not create, incur, permit, assume or suffer to exist any encumbrance whatsoever upon or with respect to the Authority Annuity Amount Payment Account.

8.6 Improvement Fund

The Manager shall be at liberty to raise the Improvement Fund, which shall only be raised for the Institute and shall only be utilized for the improvement and development of the Institute. However, such funds shall be deposited into the Improvement Fund Account which shall be monitored and audited by the Independent Auditor. Notwithstanding anything contained herein, on the Transfer Date, if any amounts are available in the Improvement Fund, subject to any settlements or set-offs that may be required to be made, all those amounts of Improvement Fund shall be transferred to the Manager.

9 GENERAL COVENANTS

9.4 Covenants During the Contract Period

9.4.4 The Manager agrees and undertakes that throughout the term of this Management Contract:

(a) It shall retain and maintain the Institute in peaceful possession, in accordance with Good Industry Practices, and enjoy the benefits of the Institute in accordance with this Management Contract.

(b) It shall perform all its obligations under this Management Contract and ensure that it satisfies the KPIs.

(c) Except as specifically permitted under this Management Contract, it shall not vacate or part with the possession of the Institute.

(d) During the entire Contract Period, the Manager shall obtain all Applicable Permits that are required for all activities contemplated under this Management Contract including the operation of the Institute 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 Contract Period.

(e) It shall satisfy, unless deferred or waived, the Conditions Precedent relevant to it, on or prior to the CP Completion Date.

(f) It shall commence and complete the entire Installation Works within the Installation Period.

(g) It shall achieve the Substantial Completion Date prior to the expiry of Installation Period.

(h) It shall follow the curriculum as allowed and approved by the Government Authorities and shall use the reading materials and other books prescribed and/or provided by the Government Authorities. Without prejudice to the foregoing, the Manager shall be free to assign any additional and/or new reading materials, books or methods of learning that are permitted under the Applicable Laws. It is hereby clarified that the curriculum of the existing

students of the Institute (already studying in the Institute prior to the commencement of O&M Works) shall be the existing curriculum and such students shall keep on studying, giving exams, tests and degrees/certificates according to their existing curriculum and courses. However, such students shall have the right and the Manager shall provide them the opportunities to utilize the new facilities at the Institute and gain maximum educational benefits out of such new facilities at the Institute.

(i) It shall obtain an undertaking/bond from each of the passing out students to bind them that those students shall keep themselves available for teaching in government schools, as and when demanded by the Authority. Students to bind themselves to be so available during a period of five years commencing from the day the students successfully complete their educational tenure in the Institute.

(j) It shall provide equal facilities in the Institute to the government as well as private students (in-service/pre-service teachers).

(k) It shall, prior to 10 days of commencement of Installation Period, submit a monthly plan to the Authority for conducting the Installation Works as per the approved detailed design, relevant specifications and applicable standards, with a copy to the Independent Auditor, Independent Expert and Independent Engineer.

(l) It shall ensure expenditure and costs associated with the performance of the obligations as contemplated under this Management Contract in pursuance of the Financial Bid having taken into account the existing and anticipated enrollment of students in the Institute.

(m) It shall ensure compliance with all Applicable Laws.

(n) It shall undertake the provision of security of the Institute.

9.4.5 At all times before, during or after the Contract Period, the Manager 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 Manager's use of the Institute 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 Institute or any part thereof shall, during or after the Contract Period, vest with the Authority.

9.4.6 Notwithstanding anything to the contrary contained in Article 9.4.4 above, the Manager agrees that:

(a) The Authority and its representatives/nominees shall have full rights to enter upon, access and utilize the Institute, for the purpose of monitoring the performance and activities of the Manager under or pursuant to this Management Contract.

(b) The Authority, the Independent Engineer, Independent Expert and the Independent Auditor in each case, shall have full rights to enter upon, access and utilize the Institute, for the purpose of exercising

their rights and fulfillment of their duties under this Management Contract.

(c) Government Authorities shall have the right to enter upon and access the Institute in accordance with the Applicable Law; provided that such access does not unreasonably interfere with or hinder the performance of the Manager. The Authority shall use its best endeavors to notify the Manager prior to exercising any rights under this Article 9.4.6.

9.4.7 The Manager 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 Management Contract, any Sanction-able Practices.

10 PERFORMANCE SECURITY

10.4 Submission of Installation Performance Security

On or prior to the CP Completion Date, the Manager shall submit to the Authority the Installation Performance Security, substantially in the form set out under **SCHEDULE-VII.** The Installation Performance Security shall not be secured through any of the assets comprising Institute**.** The Installation Performance Security shall secure the Manager's obligations, liabilities, payments, indemnities, representations, guarantees, warranties and responsibilities under this Agreement, including the integrity and quality of the Manager's and its contractors' workmanship, the timely and continuous performance of the Works, the quality and quantity of any equipment, materials, items and components supplied, the performance of Works by the Manager and compliance of the same with the Applicable Standards and all other works and services to be provided by the Manager under this Agreement.

All costs, expenses, fees and other charges of any nature, in each case, associated with the issuance, maintenance and encashment of the Installation Performance Security are solely on account of the Manager.

10.5 Maintaining Installation Performance Security

The Manager shall maintain the Installation Performance Security in full force and effect from the date on which it is issued until the completion of Defects Liability Period (the **"Installation Performance Security Expiry Date"**), at which date the Installation Performance Security shall be released. The Manager shall ensure that if the value of the Installation Performance Security is less than the amounts equivalent to 5% of the O&M Cost of the relevant O&M Years falling during Defect Liability Period, it shall, at least thirty (30) days prior to the Substantial Completion Date, increase the value of the Installation Performance Security to an amount equivalent to the value of the 5% of the O&M Cost of the relevant O&M Year.

10.6 Submission of O&M Performance Security

10.3.1 The Manager shall deliver the O&M Performance Security to the Authority at least ninety (90) days prior to the Installation Performance Security Expiry Date substantially in the form set out under **ANNEX VIII**.

10.3.2 Following the Installation Performance Security Expiry Date, and until the Expiry Date, the Manager shall replace the O&M Performance Security thirty (30) days prior to commencement of each O&M Year. Each O&M Performance Security shall become effective simultaneously upon issuance. The O&M Performance Security shall not be secured through any of the assets comprising Institute**.** The O&M

Performance Security shall secure the Manager's obligations, liabilities, payments, indemnities, representations, guarantees, warranties and responsibilities under this Agreement, including the integrity and quality of the Manager's and its contractors' workmanship, the timely and continuous performance of the Works during the Operation Period, the quality and quantity of any equipment, materials, items and components supplied, the performance of Works by the Manager and compliance of the same with the Applicable Standards and all other works and services to be provided by the Manager under this Agreement.

10.3.3 All costs, expenses, fees and other charges of any nature, in each case, associated with the issuance, maintenance and encashment of the O&M Performance Security are solely on account of the Manager.

10.7 Maintaining O&M Performance Security

10.4.1 The O&M Performance Security provided by the Manager in respect of an O&M Year shall remain in force and effect until the date that falls on the expiry of such O&M Year subject to receipt by the Authority of a fully valid and effective O&M Performance Security for the subsequent O&M Year in accordance with the terms of this Agreement on or prior to such date (the **O&M Performance Security Expiry Date**). In the event an O&M Performance Security is to expire prior to the O&M Performance Security Expiry Date, the Manager shall extend the validity of the O&M Performance Security, at least fifteen (15) business days prior to its expiry, so as to keep it valid and enforceable until the O&M Performance Security Expiry Date. In the event of failure by the Manager to keep valid or extend the validity of any O&M Performance Security in accordance with this Article 10.4.1, the Authority shall have the right to encash such O&M Performance Security at any time prior to its expiry to its full outstanding value.

10.4.2 Upon the delivery and commencement of the O&M Performance Security for an O&M Year (the **New O&M Performance Security**) to the Authority by the Manager in accordance with this Section 10.7 (O&M Performance Security) on or prior to the commencement of such O&M Year, the previous O&M Performance Security issued for the previous O&M Year shall be null and void and shall be returned to the Manager by the Authority simultaneously with the provision of the New O&M Performance Security.

10.4.3 Notwithstanding anything to the contrary, the Manager hereby undertakes and agrees that the O&M Performance Security shall remain valid:

(a) in case of Termination, at least for one (1) year after the Termination Notice has been issued;

(b) in case of expiry of this Agreement on the Expiry Date, one (1) year after the Expiry Date.

10.8 Extension of the Performance Security

If the Performance Security is scheduled to expire prior to the O&M Performance Security Expiry Date, then the Manager shall notify the Authority of the same at least 30 (Thirty) Days prior to the scheduled expiry of the Performance Security, and the Manager 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 O&M Performance Security Expiry Date . If the Manager fails to extend the Performance Security in terms of this Article 10.8, the Authority shall be entitled to drawdown the Performance Security (without any notice, reference or prior recourse to the Manager 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 O&M Performance Security Expiry Date.

10.9 Authority's Right to Draw on the Performance Security

The Authority shall have the right to draw on the Performance Security (without any notice, reference or prior recourse to the Manager or any other Person) upon the Manager's failure to honor any of its relevant obligations, responsibilities or commitments under this Management Contract.

11 EMPLOYEES

11.4 Employees provided by the Authority

11.4.4 As and from the Effective Date, the Authority shall hand over the Authority's Employees employed at the Institute to the Manager and the Manager undertakes to retain such Authority's Employees at the Institute in accordance with this Management Contract; provided, however, the Manager shall conduct the TNA Test of all such Authority's Employees and the Manager shall formulate Training programs for such Authority's Employees based on their Training needs determined through the TNA Test.

11.4.5 The Authority's Employees shall be under the management and direction of the Manager throughout the Contract Period; provided that the Authority shall at all times be liable to remunerate the Authority's Employees in accordance with the relevant arrangements between such Authority's Employees and the Authority.

11.4.6 The Manager shall not dismiss or terminate any of the Authority's Employees. However, the Authority shall have all the rights in Authority's sole discretion to deal with the Authority's Employees in any manner as allowed under the law.

11.4.7 In case the Authority dismisses, terminates, transfers, etc. any of the Authority's Employees then the Manager shall have the right to request the Authority to provide a replacement of such dismissed, terminated, transferred, etc. Authority's Employees, which request may be accepted or rejected by the Authority in its sole discretion.

11.4.8 The Authority shall be liable and shall keep on paying the salary and other remunerations to the Authority's Employees as per law and relevant agreements of Authority with such Authority's Employees.

11.5 Manager's Employees

11.5.4 The Manager shall employ and shall be entitled to directly offer employment to any suitably qualified, experienced and skilled personnel (the "**Manager's Employees"**) on such terms and conditions as it deems fit, subject to Good Industry Practice and Applicable Laws, for the purpose of undertaking the operations, management and maintenance of the Institute and the performance of the Works in accordance with the requirements set out in this Management Contract.

11.5.5 The Authority is not and shall not be treated as the "principal employer" of or be deemed to have any contractual or other relationship with the Manager's Employees under any of the Applicable Laws or Applicable Permits relating to labor issues. The Manager shall hold harmless and indemnify the Authority against all losses that arise or that are incurred as

a result of any claims made against the Authority in respect of matters relating to health and safety and the employment or welfare of the Manager's Employees.

11.5.6 The Manager shall be solely responsible to remunerate and make other payments, as per the relevant contracts, to the Manager's Employees. The Manager shall also be responsible for and shall indemnify the Authority against any costs or losses suffered by the Authority in respect of any misconduct, violation of law, malpractice or mistreatment of students by any of the Manager's Employees.

11.5.7 Mechanism for transfer or replacement of Non-performing Employees of the Authority:

(a) In the event the Manager is of the opinion that any one or more of the Authority's Employees are not performing in accordance with the Employment Criteria (the "**Non-Performing Employees"**), the Manager shall notify the Independent Expert in writing along with reasonable details of the Employment Criteria not being met by such Non-performing Employees (the "**Manager's Notice"**).

(b) Within 30 (thirty) days of receipt of the Managers Notice, the Independent Expert shall reach a decision in respect of the Non-Performing Employees and such decision shall be communicated in writing to the Authority and to the Non-Performing Employee within the following lines:

(i) The claims made in the Managers Notice may be rejected, in which case the Non-Performing Employees shall continue to be employed at the Institute in accordance with this Management Contract.

(ii) The claims made in Manager's Notice may be accepted, in which case the Independent Expert shall communicate in writing to the Authority and the Manager to transfer or replace the Non-Performing Employees as per The Sindh Civil Servant (Appointment, Promotion & Transfer) Rules 1974, from the Institute (as soon as practicable) and to provide the Manager with a suitable replacement thereof.

11.5.8 The Non-Performing Employee shall be liable to continue to perform his duties as per normal course until the transfer or replacement for his post is completed.

11.5.9 Notwithstanding, anything contained in this Contract, the Authority may or may not transfer or replace any Non-Performing Employee in its sole discretion.

11.6 Appraisal of the Employees

The Manager shall evaluate all employees working at the Institute, including the Authority's Employees and the Manager's Employees (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; provided however the Authority shall have the absolute discretion with respect to promotion, remuneration and other benefits of the Authority's Employees. The Manager 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.

11.7 Training of Employees

11.7.4 The Manager shall ensure that the Employees are at all times properly trained in accordance with Good Industry Practice, for their respective functions.

11.7.5 The Manager shall not discriminate between the Authority's Employees and the Manager's Employees with regarding to their Training, development, evaluation and appraisals.

11.7.6 The Authority shall assist the Manager in arranging for appropriate Training programs for the Employees and the Parties shall agree upon a Training schedule at least 30 (Thirty) days prior to the start of such Training(s), which Training schedule shall specify the number and details of Trainings to be attended by each Employee and the relevant Party who will arrange and pay for such Trainings.

11.7.7 Notwithstanding the foregoing, the Manager 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 Manager.

11.7.8 The Manager 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 Manager shall ensure that there is minimum disruption to the Works.

11.8 Other Employee Matters

In no event, whether upon expiration or early termination of the Contract Period, the Authority will be liable to reimburse or indemnify the Manager against any costs or liabilities (including any liability to pay retrenchment compensation) arising as a result of the termination of the employment of any or all of the Manager's Employees. The Manager shall be responsible for discharging all such costs or liabilities arising by operation of law.

11.9 Additional Services

The Authority may request, if permitted under the Sindh Public Procurement Rules 2010 as amended from time to time, the Manager for any additional services beyond the scope of this Management Contract and shall compensate the Manager for any such services performed by the Manager ("**Request for Additional Services**"). Request for Additional Services shall be communicated in writing to the Manager by the Authority and the Manager may accept or decline any such request(s). In case of acceptance of Request for Additional Services, the Manager shall quote reasonable charges against the Request for Additional Services, along with a time frame for executing, performing, implementing and delivering any services as a result of Request for Additional Services. The Authority shall compensate the Manager according to the arrangement mutually agreed between the Authority and Manager for any Request for Additional Services. If a mutual consent is not reached between the Parties regarding the costs associated with the Request for Additional Services, the Independent Auditor, Independent Expert and Independent Engineer may be consulted by the Parties to reach a decision regarding the expected cost involved with providing the additional services as mentioned in the Request for Additional Services.

11.10 **Others**

11.10.4 All new entrants in the Institute, after the Effective Date or beyond the optimum capacity of the Institute, shall be provided the same level of services as contemplated under the Management Contract, and such enrollments or new admissions shall not be construed as providing additional services. However, it must be noted that the quality of education shall not be adversely effected in any manner and the Manager must ensure that it meets the KPIs and perform all other roles, duties and functions as contemplated to be performed by the Manager under this Management Contract.

12 EMERGENCY STEP-IN

12.4 Suspension of Works by the Authority

Upon the occurrence of an Emergency, the Authority reserves the right to suspend the performance of the Works by the Manager and to step-in and take control over the Works and the performance of the Works on a temporary basis. The Authority may only exercise such right of suspension by issuing a prior written notice of at least 48 (Forty-Eight) hours. The notice shall set out the following, to the extent possible in light of the circumstances of Emergency:

(a) The nature of the Emergency and the reason for the step-in.

(b) The date on which the Works are suspended.

(c) The likely duration of the suspension.

(d) The effect of the suspension on the Manager and any reasonable obligations of assistance required of the Manager during the suspension period.

12.5 Consequences of Suspension of Works

During the suspension of the performance of the Works by the Authority pursuant to Article 12.4 above:

(a) The Manager shall be relieved from its obligations to provide the Works but shall provide reasonable assistance to the Authority upon request.

(b) The Authority shall be responsible for bearing all costs and expenses in relation to the O&M (including any agreed or scheduled maintenance) and the performance of the Works.

(c) The Manager shall not be entitled to any Annuity Amount Payments or any other payment or relief from the Authority, during and in connection with such suspension and step-in.

12.6 Termination of the Management Contract due to Suspension of Works

If the suspension of the performance of the Works by the Manager pursuant to Article 12.4 above continues for a period exceeding 60 (Sixty) Days, then the Manager shall be entitled to terminate this Management Contract by giving a notice of at least 30 (Thirty) Days.

12.7 Consequences of Termination of the Management Contract due to Suspension of Works

On termination of this Management Contract pursuant to Article 12.6 above, the Authority shall pay the Termination Compensation to the Manager. Only for the purpose of determination of the Termination Compensation payable by the Authority, the suspension of the Works to be provided by the Manager and the performance of Works by the Authority in accordance with this Article 12 shall be treated as an Authority Event of Default unless the Emergency or step-in was caused by the Manager Event of Default.

12.8 Other Consequences of Termination of the Management Contract

All other consequences of termination that are set out in Article 18.7 below shall apply.

13 AFFILIATION WITH THE NATIONAL AND/OR FOREIGN UNIVERSITIES

The Authority shall have the right to take appropriate measures for the purpose of affiliating the Institute with any national and/or internationally recognized university. Provided, that such affiliation will be subject to fulfillment of the requisite standards of the Higher Education Commission of Pakistan.

14 CHANGE-IN LAW

14.4 Consequences of Qualifying Change in Law

14.4.4 If a Qualifying Change in Law occurs, then within 90 (Ninety) Days of its occurrence either Party may notify the other expressing its opinion on its likely effects, giving details of its opinion of:

(a) Any necessary change in the Works to be performed.

(b) Whether any changes are required to the terms of this Management Contract to deal with such Qualifying Change in Law.

(c) Whether relief from compliance with obligations is required, including the obligation of the Manager to meet the KPIs, on occurrence of any relevant Qualifying Change in Law.

(d) Any increase in costs or delay that will result from the Qualifying Change in Law.

(e) Any Work that is required or no longer required as a result of a Qualifying Change in Law taking effect during the Contract Period.

(f) in each case giving in full detail the procedure for implementing the change in the O&M or in performance of the Works.

14.4.5 A Party suffering from a Qualifying Change in Law shall not be entitled to claim any relief under this Article 14.4 unless it has served the notice within the time period set out in Article 14.4.4 above.

14.4.6 As soon as practicable after receipt of any notice from either Party under Article 14.4.4 above, the Parties shall discuss and attempt to agree the issues referred therein and any ways in which the Manager can mitigate the effect of the Qualifying Change in Law, including:

(a) Providing evidence that the Manager has used reasonable endeavors to minimize any increase in costs and maximize any reduction in costs.

(b) Demonstrating to the Authority that the Qualifying Change in Law is the direct and primary cause of the increase in costs and/or delay and the estimated increase in costs or delay could not reasonably be expected to be mitigated or recovered by the Manager.

(c) Demonstrating that any expenditure which was anticipated to be incurred to replace or maintain assets that have been affected by the Qualifying Change in Law, has been taken into account in the amount stated in its opinion presented under Article 14.4.4 above.

14.4.7 If the Parties have complied with Articles 14.4.4 and 14.4.5 above and the Parties mutually agree or it is determined by the Independent Engineer, Independent Expert and the Independent Auditor that the Manager is required to incur additional capital expenditure or the Manager has suffered any increase in costs due to a Qualifying Change in Law, then the Manager shall (subject to the provisions of this Article 14.4) be entitled to receive compensation from the Authority either by way of a lump-sum payment or by any other means that the Parties mutually agree.

14.4.8 The quantum of relief (whether extension of time or compensation) that the Manager shall be entitled to under Article 14.4.7 above shall be as agreed by the Parties or as determined by the Independent Engineer, Independent Expert and the Independent Auditor; provided always that:

(a) The Manager shall bear any increased cost or loss of net profit after tax, up to the Threshold Limit; and

(b) The Manager shall only be entitled to relief that is reasonable for such Qualifying Change in Law.

14.4.9 If the Manager enjoys any reduction in costs as a result of the occurrence of the Qualifying Change in Law; provided that such reduction in costs of the Manager as a result of the occurrence of the Qualifying Change in Law is more than the Threshold Limit, then the Parties may decide to compensate the Authority by way of a lump-sum payment or by any other means that the Parties may mutually agree.

14.5 **Consequences of Fundamental Change In Law**

14.5.4 If a Fundamental Change in Law occurs or is shortly to occur, then either Party may notify the other expressing its opinion on:

(a) The likely effects of such Fundamental Change in Law on the validity and enforceability of this Management Contract or on the rights and benefits accruing to the Manager; and

(b) The ability of the Parties to re-negotiate the terms of this Management Contract to mitigate the effects of such Fundamental Change in Law, while adhering to the original commercial and financial position of the Parties.

14.5.5 As soon as practicable after receipt of any notice from either Party under Article 14.5.4 above, the Parties shall meet to re-negotiate and agree on the amendments to the terms of this Management Contract.

14.5.6 If the Parties are unable to agree on necessary amendments to the terms of this Management Contract to give effect to the original commercial and financial position of the Parties within a period of 90 (Ninety) Days from

the date on which a notice is issued under Article 14.5.4 above, then either Party shall be entitled to terminate this Management Contract by giving a notice of 30 (Thirty) Days.

14.5.7 On termination of this Management Contract pursuant to Article 14.5.6 above, the Authority shall pay the Termination Compensation. Only for the purpose of determination of the Termination Compensation payable by the Authority, the occurrence of a Fundamental Change in Law shall be treated as an Authority Event of Default.

15 INDEMNITY AND INSURANCE

15.4 Indemnity

15.4.4 Subject to Article 15.4.5 below, the Manager shall be responsible for, and indemnify the Authority, its employees, agents and contractors on demand from and against, all liability for:

(a) Death or personal injury of any persons.

(b) Loss of or damage to property (including the Institute or other property belonging to the Authority or for which the Manager is responsible).

(c) Non-compliance by the Manager with Applicable Laws or Applicable Permits.

(d) Actions, claims, demands, costs, charges and expenses (including legal expenses) arising out or in relation to this Management Contract.

(e) Any adverse site conditions or environmental damage at the Institute (whether pre-existing or caused by or arising from the use of the Institute).

(f) Any proceedings against the Authority by any relevant Government Authority (including any withholding or deduction from amounts payable to the Authority by that Government Authority) for failure of the Manager to comply with any of its obligations hereunder which may arise out of, or in consequence of, the operation and maintenance of the Institute, the performance of the Works and any other performance or non-performance by the Manager of its obligations under this Management Contract.

15.4.5 The Manager shall not be responsible or be obliged to indemnify the Authority to the extent any injury, loss, damage, cost and expense caused by the negligence or willful misconduct of the Authority or breach by the Authority of its obligations under the Management Contract.

15.4.6 The Authority shall have the right, but not the obligation, to contest, defend, and litigate any claim, action, suit or proceeding by any third party alleged or asserted against it in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified under this Management Contract, and the reasonable costs and expenses thereof shall be subject to the indemnification obligations of the Manager.

15.5 Insurance

The Manager shall at all times during the Contract Period, at its cost and expense by utilizing the Installation Costs and Annuity Amount Payments, procure and maintain the insurances as described in the **SCHEDULE-IV**.

16 FORCE MAJEURE

16.4 Force Majeure Event

16.4.4 A "**Force Majeure Event**" shall mean any event or circumstance or combination of events or circumstances (including the effects thereof) that is beyond the reasonable control of a Party and that on or after the Effective Date materially and adversely affects the performance by such affected Party (the "**Affected Party"**) of its obligations under or pursuant to this Management Contract; provided, however, that, such material and adverse effect could not have been prevented, overcome or remedied in whole or in part by the Affected Party through the exercise of diligence and reasonable care, it being understood and agreed that reasonable care includes acts and activities to protect the Institute from a casualty or other event that are reasonable in light of the probability of the occurrence of such event, the probable effect of such event if it should occur, and the likely efficacy of the protection measures. Without limiting the generality of the foregoing, "**Force Majeure Events**" hereunder shall include each of the following events and circumstances (including the effects thereof), but only to the extent that each satisfies the requirements above:

(a) The following political events that occur inside or directly involve the province of Sindh and affect the Manager's ability to undertake the Works or operate the Institute (each a "**Political Event"**):

(i) Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, or act or campaign of terrorism or political sabotage.

(ii) Any Lapse of Consent of which report to the Authority, the Independent Engineer, Independent Expert and the Independent Auditor shall have been given under Article 7.4.4 above and that shall have existed for more than thirty (30) consecutive days.

(iii) Any strike, work-to-rule, go-slow, or analogous labour action that is politically motivated or is widespread or nationwide.

(b) The following events beyond the reasonable control of the affected Party (each a "**Non-Political Event"**), including, but not limited to:

(i) Lightning, fire, earthquake, tsunami, flood, storm, cyclone, typhoon, or tornado.

(ii) Any Lapse of Consent of which report to the Authority, the Independent Engineer, Independent Expert and the Independent Auditor shall have been given under Article 7.4.4 above and that shall have existed for less than thirty (30) consecutive days.

(iii) Any strike, work-to-rule, go-slow, or analogous labour action that is not politically motivated or is not widespread or nationwide.

(iv) Explosion, chemical contamination, radioactive contamination or ionizing radiation (except to the extent any of the foregoing events or circumstances results directly from a Political Event, in which case such event or circumstance shall constitute a Political Event).

(v) Epidemic or plague.

(c) Force Majeure Events shall expressly not include the following conditions, events or circumstances:

(i) Late delivery or interruption in the delivery of any equipment or consumables in respect of the Institute.

(ii) A delay in the performance of any Employee.

(iii) A breakdown in the Institute or any part thereof.

(iv) Normal wear and tear or random flaws in the Institute or the assets located thereon provided that each of the events described in clauses (c) (i), (ii), (iii) or (iv) shall constitute a Force Majeure Event to the extent that such events or circumstances are caused by an event or circumstance that is in itself a Force Majeure Event whether experienced directly by the Manager or the Employees.

16.5 **Obligation to Notify**

16.5.4 Notwithstanding anything contained herein, the Affected Party shall, as soon as practicable, and in any case within forty-eight (48) hours of the occurrence of a Force Majeure Event or from the date of having knowledge thereof, Notify the Independent Engineer, Independent Expert, the Independent Auditor and the other Party, of the occurrence of the Force Majeure Event by the issuance of a notice in writing (the "**Force Majeure Notice"**).

16.5.5 The Affected Party shall provide all relevant details in respect of the Force Majeure Event in the Force Majeure Notice, including but not restricted to the following:

(a) The nature and extent of the Force Majeure Event.

(b) The estimated Force Majeure Period.

(c) The nature of and the extent to which, performance of any of the Affected Party's obligations under this Management Contract are affected by the Force Majeure Event.

(d) The measures which the Affected Party has taken or proposes to undertake to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations that are affected by the Force Majeure Event.

(e) Any other relevant information concerning the Force Majeure Event, and/or the rights and obligations of the Parties under this Management Contract.

16.5.6 The Parties shall, as soon as practicable upon the receipt of the Force Majeure Notice and in any case within five days from the date of receipt of the same, convene a meeting, along with the Independent Auditor, Independent Expert and Independent Engineer for the purpose of conducting discussions, in good faith, and where necessary the Parties shall agree to conduct inspections and/or surveys of the Institute in order to:

(a) Assess the impact of the underlying Force Majeure Event.

(b) To determine the likely duration of Force Majeure Period.

(c) To formulate damage mitigation measures and the steps to be undertaken by the Parties for resumption of the obligations, the performance of which had been affected by the Force Majeure Event.

16.5.7 The Affected Party shall during the Force Majeure Period provide to the other Party with regular (not less than weekly) reports and such other information, details and/or documents that the other Party may reasonably require.

16.6 **Consequence of Force Majeure Event**

16.6.4 Upon occurrence of a Force Majeure Event, the following shall apply:

(a) There shall be no Termination of this Management Contract except in accordance with the provisions of Article 16.8 below.

(b) In the event of occurrence of a Force Majeure Event:

(i) The timelines for performance by the Manager of its relevant obligations to be performed shall be extended by the Force Majeure Period (as determined by the Independent Engineer, Independent Expert and the Independent Auditor).

(ii) If the Independent Engineer and Independent Expert determine, the Manager shall be excused from the fulfillment of the KPIs for the duration of the Force Majeure Period, and the Parties, in consultation with the Independent Engineer and Independent Expert, may revise the KPIs to be fulfilled by the Manager for the Academic Year in which the Force Majeure Event occurs.

(iii) All costs, fees, expenses and charges arising from and relating to the Force Majeure Event shall be allocated in accordance with Article 16.7 below; provided however that no relief, including extension of time for performance of the Works, shall be granted to the Affected Party to the extent that such failure or delay would nevertheless have been experienced by the Affected Party had the Force Majeure Event not occurred.

16.7 **Allocation of costs arising out of Force Majeure**

16.7.4 Upon occurrence of a Force Majeure Event, the Authority shall fund and bear the Force Majeure costs (less any insurance proceeds, if any, received by the Manager in respect of such Force Majeure Event).

16.7.5 Save and except as expressly provided in Article 16.7.4 above, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

16.8 **Termination Notice for Force Majeure Event**

If a Force Majeure Events subsists for a continuous period of one hundred and twenty (120) days, either Party may in its discretion Terminate this Management Contract by issuing a Termination Notice to the other Party; or in case of a Political Event, the Authority determines that the Force Majeure costs relating to the same are unacceptable then the Authority may in its discretion Terminate this Management Contract by issuing a Termination Notice to the Manager, in each case above, without being liable in any manner whatsoever, save as provided in this Article 16.8 and Article 16.9 below, and upon issue of such Termination Notice, this Management Contract shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided, that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant fifteen (15) days' time to make a representation, and may after the expiry of such fifteen (15) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

16.9 **Termination Compensation for Force Majeure Event**

The Authority shall pay Termination Compensation, if any, as a result of termination due to a Force Majeure Event in accordance with Article 19 below of this Management Contract.

16.10 **Force Majeure Dispute Resolution**

In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure; provided, that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

16.11 **Excuses from Performance of Obligations**

If the Affected Party is rendered wholly or partially unable to perform its obligations under this Management Contract because of a Force Majeure Event, it shall be excused from performance of such of its obligations (except payment obligations) to the extent it is unable to perform on account of such Force Majeure Event; provided, that:

(a) The suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event and/or of the effects of the same.

(b) The Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence.

(c) When the Affected Party is able to resume performance of its obligations under this Management Contract, it shall give to the other Party (with a copy to the Independent Engineer, Independent Expert and the Independent Auditor) notice to that effect and shall promptly resume performance of its obligations hereunder.

17 EVENTS OF DEFAULT

17.4 Manager's Event of Default

"**Manager Event of Default**" means any of the following events arising out of any acts or omissions of the Manager and which have not occurred as a direct consequence of any Authority Event of Default, a Qualifying Change in Law, a Fundamental Change in Law or a Force Majeure Event and (unless otherwise provided for in this Management Contract) where the Manager has failed to remedy the defects specified in the Remedial Action Notice:

(a) Abandonment by the Manager which means a cessation of the performance of Works or other obligations of the Manager for a period of 30 (Thirty) Days.

(b) The breach by the Manager of its obligations to maintain insurances in accordance with Article 15.5 above.

(c) The breach by the Manager of its material obligations under this Management Contract.

(d) Achieving less than seventy-five (75%) marks for two (02) consecutive semi-annual periods except if such marking availed due to Permitted Events.

(e) complete closure and/or non-availability of Institute, (excluding scheduled outage as prescribed by the Govt. from time to time), for a period of 10 (Ten) Days consecutively.

(f) Any material representation made or warranties given by the Manager under this Management Contract being false or misleading.

(g) Failure of the Manager to procure and maintain a valid Performance Security.

(h) Breach of the Manager's obligations under this Management Contract.

(i) The Manager entering into liquidation or similar state or if any order is made for the compulsory winding up or dissolution of the Manager or if the Manager becomes unable to pay its debts as they fall due or the appointment of a receiver or administrator in respect of the Manager, its business and assets or any re-structuring, re-organization, amalgamation, arrangement or compromise affecting the Manager's ability to fulfill its obligations under this Management Contract or that otherwise has or may have a Material Adverse Effect (in the reasonable opinion of the Authority).

(j) The occurrence of a Sanction-able Practice.

(k) Failure of the Manager to make any payments that are due to be made to the Authority under this Management Contract, and if such failure is not cured within a period of sixty (60) days.

17.5 Authority Event of Default

"**Authority Event of Default**" means any of the following events, unless such an event has occurred as a consequence of the Manager Event of Default, a Qualifying Change in Law, a Fundamental Change in Law or a Non-Political Event and only

where the Authority has failed to remedy the defects specified in the Remedial Action Notice issued within the Remedial Period:

(a) Failure to maintain and/or fund the Authority Annuity Amount Payment Account in accordance with the provisions of this Management Contract.

(b) Breach of the obligations with respect to transfer or assignment of its rights and obligations under this Management Contract as provided in Article 22.14.5 below.

(c) Any material representation made or warranties given by the Authority under this Management Contract being false or misleading.

(d) A failure by the Authority to fulfill any other material obligations under this Management Contract.

(e) A Change in Law that (i) renders this Management Contract unenforceable, or (ii) prevents any Party from exercising its rights and/or performing its obligations hereunder, or (iii) prevents the Manager from undertaking the Works pursuant to this Management Contract.

(f) Failure of the Authority to make any payments that are due to be made to the Manager under this Management Contract, and if such failure is not cured within a period of ninety (90) days.

18 REMEDY OF DEFAULTS AND TERMINATION PROCEDURE

18.4 Performance of Obligations

18.4.4 If at any time either Party has failed to perform any of its obligations under this Management Contract and that failure is capable of remedy, then the other Party may serve a notice (the "**Remedial Action Notice**") requiring such Party to remedy that failure (and any damage resulting from that failure) within a stipulated period (the "**Remedial Period**").

18.4.5 If the Party, on whom a Remedial Action Notice is served, fails to remedy the Event of Default within the Remedial Period, or if no Remedial Action Notice is given, the non-defaulting Party may deliver a notice to the defaulting Party stating its intention to terminate this Management Contract (the "**Notice of Intent to Terminate**"). The Notice of Intent to Terminate shall specify with reasonable detail, the grounds on which termination is sought and any relevant defaults committed by the defaulting Party.

18.4.6 Provided that in case of Article 17.4 (a), (h) and (i), the Authority shall have the right to immediately deliver a Notice of Intent to terminate, without any obligation to first serve a Remedial Action Notice or to provide a Remedial Period to the Manager.

18.4.7 The provisions of this Management Contract, to the fullest extent necessary to give effect thereto, shall survive the term of the Management Contract or the termination of this Management Contract and the obligations of Parties to be performed or discharged following the termination of this Management Contract, shall accordingly be performed or discharged by the Parties.

18.5 Consequences of Default

18.5.4 Event of Default Remedy Period

(a) Following the service of the Notice of Intent to Terminate, the defaulting Party shall have a period of not less than 60 (Sixty) Days (the "**EoD Remedy Period**") to cure the Event of Default; provided that in case of Articles 17.4 (a), (e), (f), (g), (h) and (i), the Authority shall have the right to immediately terminate the Management Contract herewith on the provision of the Notice of Intent to Terminate, without any obligation to provide an EoD Remedy Period.

(b) During the EoD Remedy Period, the defaulting Party may continue to undertake efforts to cure the Event of Default. During the EoD Remedy Period, the Parties shall continue to perform such of their respective obligations under this Management Contract, which are capable of being performed with the objective, as far as possible, of ensuring continued availability of the Project and the continued performance of the Works, failing which the Party in breach shall be liable to compensate the other Party for any loss or damage occasioned or suffered on account of breach of conditions of this Management Contract.

18.5.5 Withdrawal of Notice of Intent to Terminate

(a) If, during the EoD Remedy Period, the defaulting Party rectifies or remedies the Event of Default to the satisfaction of the innocent Party or the innocent Party is satisfied with steps taken or proposed to be taken by the defaulting Party or the Event of Default has ceased to exist, the innocent Party shall withdraw the Notice of Intent to Terminate in writing.

(b) If following the end of the EoD Remedy Period, the breach has not been remedied or the defaulting Party has not taken steps or proposed to take steps to remedy the Event of Default to the satisfaction of the innocent Party, then the innocent Party shall be entitled to issue the Termination Notice to the defaulting Party, whereupon this Management Contract shall terminate forthwith.

18.6 **Accrued Rights and Liabilities**

18.6.4 Notwithstanding anything to the contrary contained in this Management Contract, any termination of the Management Contract pursuant to the provisions contained herein shall be without prejudice to accrued rights of either Party including its right to claim and recover damages and other rights and remedies which it may have in law or contract. All accrued rights and obligations of either Party under this Management Contract, including without limitation, all rights and obligations with respect to Termination Compensation, shall survive the termination of this Management Contract, to the extent such survival is necessary for giving effect to such rights and obligations.

18.6.5 Nothing in this Article 18.6 shall prevent or restrict the right of the Authority to seek injunctive relief or a decree of specific performance or other discretionary remedies of the court.

18.7 **Consequences of Termination**

18.7.4 If this Management Contract is terminated prior to its expiry:

(a) by the Authority due to Manager Event of Default,

(i) The right of the Manager to the Installation Costs and/or the Annuity Amount Payments shall stand terminated with immediate effect and no Installation Costs and/or the Annuity Amount Payments shall accrue and / or be payable to the Manager from the date of the Termination Notice; provided, however, the Authority shall effect payment of the undisputed, accrued and unpaid Installation Costs and/or the Annuity Amount Payments up to the date of the Manager's receipt of the Termination Notice.

(ii) The Manager shall immediately and in any event on the Transfer Date, hand-over the Institute to the Authority in accordance with the Taking-Over Criteria.

(iii) The Authority shall pay to the Manager on or prior to the Termination Compensation Date, by way of Termination Compensation, an amount determined in accordance with Article 19 below.

(b) by the Manager due to an Authority Event of Default,

(i) The Authority shall pay to the Manager on or prior to the Termination Compensation Date, by way of Termination Compensation, an amount determined in accordance with Article19 below.

18.8 **Rights Of the Authority on Termination and/or Final Expiry Date**

18.8.4 In case of Termination of this Management Contract for any reason whatsoever and subject to receipt by the Manager of the Termination Compensation (if applicable) on or prior to the Transfer Date or in case of expiry of this Management Contract on the Expiry Date, the Authority shall, on the Transfer Date, have the power and authority to:

(a) Take possession and control of the Institute.

(b) Prohibit the Manager and any person claiming through or under the Manager from entering upon the Institute or any part thereof.

18.9 **Mode of Payment**

18.9.4 Notwithstanding any instructions to the contrary issued or any dispute raised by the Manager, the Termination Compensation, and all other payments that are or may be payable by the Authority under any of the provisions of this Management Contract shall be made only by way of credit directly to the Manager's Annuity Payment Account.

18.9.5 Notwithstanding anything to the contrary contained in this Management Contract, any Termination pursuant to the provisions of this Management Contract shall be without prejudice to accrued rights of either Party including its right to claim and recover money damages and other rights and remedies which it may have in law or contract. All rights and obligations of either Party under this Management Contract, including without limitation Termination Compensation, shall survive the Termination of this Management Contract to the extent such survival is necessary for giving effect to such rights and obligations.

19 TERMINATION COMPENSATION

19.4 **Consequences of Termination – Termination Compensation**

19.4.4 Termination Due to Manager Event of Default:

Upon termination of this Management Contract on account of Manager's Event of Default at any time, the Manager shall pay to the Authority, as Termination Compensation, an amount equal to the value of the Performance Security. In this regard the Authority may, as the Termination Compensation due from the Manager, encash the entire Performance Security and any other amounts as may be determined by the Independent Engineer, Independent Expert and Independent Auditor (as the case may be).

19.4.5 Termination Due to Authority Event of Default, Political Event or Fundamental Change in Law:

(a) Upon termination of this Management Contract due to an Authority Event of Default, the Authority shall pay to the Manager, as Termination Compensation, an amount equal to one (1) year's Management Fee in accordance with a demand being made by the Manager in writing, subject to the same being duly certified by the Independent Engineer, Independent Expert and Independent Auditor.

(b) Upon termination of this Management Contract due to a Political Event or a Fundamental Change in Law, the Authority shall pay to the Manager, as Termination Compensation, an amount equal to one (1) year's Management Fee.

19.4.6 Termination Due to Non-Political Event:

Upon termination of this Management Contract due to a Non-Political Event, neither of the Parties shall be liable to make any payments to each other in respect of Termination Compensation.

19.5 **Calculation and Payment Of Termination Compensation**

19.5.4 The final amount of the Termination Compensation payable pursuant to this Management Contract shall be calculated by the Independent Auditor. The Independent Auditor shall submit a written report to the Parties setting out his findings within 30 (Thirty) Days of the date on which either Party first sends him a written request to calculate the Termination Compensation. The Parties shall provide all reasonable assistance to the Independent Auditor in order to enable him to achieve his mission within the prescribed deadline, including, as regards to the Manager, by giving full access to its accounts. The findings of the Independent Auditor as set out in his written report shall be final and binding on the Parties, save to the extent of any manifest error.

19.5.5 The Termination Compensation shall become due and payable to the Manager by the Authority within 60 (Sixty) Days of a demand being made by the Manager, by way of written notice, for the amount set out in the Independent Auditor's written report.

19.6 **Full and Final Settlement**

Notwithstanding anything to the contrary elsewhere in this Management Contract, any Termination Compensation determined pursuant to this Article 19 shall, once paid, be in full and final settlement of any claim, demand and/or proceedings of the

Manager against the Authority, in relation to any misrepresentation, breach and/or termination of this Management Contract and the Manager shall be excluded from all other rights and remedies in respect of such misrepresentation, breach and/or termination.

20 DISPUTE RESOLUTION

20.4 Preliminary Settlement

20.4.4 Amicable Settlement

If any dispute or difference or claims of any kind arises between the Authority and the Manager in connection with construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of this Management Contract, or the rights, duties or liabilities of any Party under this Management Contract, whether during the Contract Period or on expiry thereof, whether before or after the termination of this Management Contract (the **"Dispute"**), then the "Dispute Resolution Committee" which shall comprise of two representatives, each from the Authority, the Manager, Independent Auditor, Independent Expert and the Independent Engineer, being duly notified by the Authority as the "Dispute Resolution Committee" shall meet at the request of any Party or Parties of this Management Contract, in an effort to resolve such Dispute by discussion between them.

20.4.5 The Dispute Resolution Committee shall meet as and when necessary from time to time and attempt in good faith and use their best endeavors at all times to resolve the Dispute and produce written terms of settlement. If the Dispute is not resolved by discussion between the Parties through Dispute Resolution Committee, as evidenced by the signing of the written terms, within 30 (Thirty) Days of raising such Dispute, the Dispute shall be resolved in accordance with Article20.5 below.

20.4.6 Fast-track adjudication by Independent Engineer/Independent Auditor/Independent Expert

The existence, nature and consequences of a Change in Law, the Parties hereby agree to refer such matter for fast-track adjudication (subject always to final arbitration in terms of Article 20.5 below) to the Independent Engineer and/or the Independent Auditor and/or the Independent Expert.

20.4.7 The Parties may also, if they so agree at that time, refer for determination to the Independent Engineer, Independent Expert or to the Independent Auditor any other matter of a technical nature or if any specific dispute or difference or claims of any kind arises between the Authority and the Manager related to the determination of:

(a) Existence and the consequences of a Force Majeure Event.

(b) An Event of Default.

(c) The remedy of defaults and termination procedures as specified in Article 18 above, and/or

If any such specific dispute is not resolved by the Independent Engineer, Independent Expert or Independent Auditor, within 60 (Sixty) Days of its raising, it shall be resolved in accordance with Article20.5 below.

20.5 **Dispute Settlement by Arbitration**

20.5.4 Appointment of Arbitrator and Rules governing Arbitration.

20.5.5 The Parties acknowledge and agree that this Management Contract constitutes a commercial transaction.

20.5.6 Each of the Parties unconditionally and irrevocably agrees in respect of a Dispute:

(a) To the submission of such Dispute to binding arbitration governed by the Arbitration Act, by appointment of three arbitrators, one to be appointed by the Authority, one to be appointed by the Manager and one to be appointed jointly by the two arbitrators appointed by the Authority and the Manager ("**Arbitrator**"). Any arbitration proceedings commenced pursuant to this Article 20.5 shall be referred to as the Arbitration ("**Arbitration**").

(b) Not to claim any right it may have under the laws of any jurisdiction to hinder, obstruct or nullify the submission of the Dispute to the Arbitration.

(c) To accept the Award rendered by the Arbitrator and any judgment entered thereon by a court of competent jurisdiction as final and binding and not to hinder, obstruct or nullify the enforcement or execution of any award rendered by the Arbitrator or court of competent jurisdiction.

20.5.7 **Place of Arbitration**

The place of the Arbitration shall be Karachi, Pakistan.

20.5.8 **English Language**

The request for the Arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings pursuant to the Arbitration shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

20.5.9 **Enforcement of the Award**

Any decision or award resulting from the Arbitration ("**Award**") shall be final and binding upon the Parties. The Parties hereby waive, to the extent permitted by Applicable Law, any rights to appeal or to review of such Award by any court or tribunal. The Parties hereto, agree that an Award may be enforced against the Parties to the Arbitration proceeding or their assets, wherever they may be found, and that a judgment upon the Award may be entered in any court having jurisdiction thereof.

20.5.10 **Fees and Expenses**

The fees and expenses of the Arbitrator and all other expenses of the Arbitration shall be borne and paid by the respective Parties, subject to determination by the Arbitrators. The Arbitrators may provide in the Award for the reimbursement to the prevailing Party of its costs and expenses in bringing or defending the Arbitration claim, including legal fees and expenses incurred by such Party.

20.5.11 **Performance during Arbitration**

Pending the submission of and/or decision on a Dispute or until the Award is published the Parties shall continue to perform all of their obligations under this Management Contract, without prejudice to a final adjustment in accordance with such Award, unless this Management Contract stands terminated. The Management Contract and the rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceedings hereunder.

20.6 **Survival**

The provisions of this Article 20 shall survive the termination of this Management Contract for any reason whatsoever.

21 REPRESENTATIONS AND WARRANTIES

21.4 **Mutual Representations and Warranties**

Each Party represents and warrants to the other Party that:

(a) It has full power and authority to execute, deliver and perform its obligations under this Management Contract.

(b) It has taken all necessary action to authorize the execution, delivery and performance of this Management Contract.

(c) There are no actions, suits or proceedings pending or to its best knowledge, threatened against or affecting it before any court, administrative body or arbitral tribunal which might materially and adversely affect its ability to meet or perform any of its obligations under this Management Contract.

(d) This Management Contract constitutes its legal, valid, binding and enforceable obligation.

21.5 **Authority's Representation and Warranties**:

The Authority represent that it will make appropriate arrangements for the construction of wall to separate/block the exit/entrance of hostel facility adjacent to the Institution.

21.6 **Manager's Representations and Warranties**

The Manager represents and warrants to the Authority that:

(a) It has the financial and technical standing and capacity to undertake the Project in accordance with the terms of this Management Contract.

(b) The execution, delivery and performance of this Management Contract will not conflict with, result in the breach of, constitute a default under any of the terms of its Memorandum and Articles of Association or other constitutive documents or those of any of the Consortium Member or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected.

(c) All information contained in the Bid is true, complete and not misleading.

(d) It has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a Material Adverse Effect on its ability to perform its obligations under this Management Contract.

(e) No representation or warranty by it contained herein or in any other document furnished by it to the Authority or to the GoP or the GoS in relation to Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty.

(f) Neither the Manager nor any of its affiliates, nor any Person acting on its or their behalf, has committed or engaged in, with respect to the Project or any transaction contemplated by this Management Contract, any Sanction able Practice.

(g) The Manager is not aware of any law, directive, notification, order or decree of any Provincial or Federal Government, or any Court in Pakistan, as the case may be, that prevents or may prevent either Party from legally performing its obligations under this Management Contract.

21.7 **Acknowledgement**

The Parties acknowledge and confirm that the Parties have relied upon and have entered into this Management Contract on the basis of the representations, warranties and undertakings made by the Parties hereunder.

21.8 **Manager's Undertakings**

The Manager undertakes to the Authority that:

i) Nothing herein contained or the Manager's performance under this Management Contract shall conflict with any of the provisions of its constitutive documents.

ii) the Manager has taken all the steps required to be taken under this Management Contract and has executed all documents that were required to be executed under the terms of this Management Contract, and that each of these documents have been duly filed with or registered wherever so required under any applicable laws or regulations.

22 MISCELLANEOUS PROVISIONS

22.4 **Survival of obligations**

Any cause or action which may have arisen in favour of either Party or any right which is vested in either Party under any of the provisions of this Management Contract as a result of any act, omission, deed, matter or thing done or omitted to be done by either Party before the expiry of the term of the Management Contract by efflux ion of time or otherwise in accordance with the provisions of this Management Contract, shall survive the expiry of the Management Contract.

22.5 **Entire Agreement**

The Parties hereto acknowledge, confirm and undertake that this Management Contract, as at the date hereof, constitutes the entire understanding between the

Parties regarding the Project and supersedes all previous written and/or oral representations and/or arrangements regarding the Project.

22.6 **Notices**

22.6.4 Any notice or request in reference to this Management Contract shall be written in English language and shall be sent by registered airmail or facsimile and shall be directed to the other Party at the address mentioned below:

FOR SCHOOL EDUCATION & LITERACY DEPARTMENT

Attention:	
Address:	Sindh Secretariat, Tughlaq House, Govt. of Sindh
Telephone:	
Facsimile:	

FOR MANAGER

Attention:	
Address:	
Telephone:	
Facsimile:	

22.6.5 Any notice or demand served by registered post shall be deemed to be duly served 48 (Forty Eight) hours after posting and a notice or demand sent by facsimile shall be deemed to have been served at the time of its transmission and in proving service of the same it will be sufficient to prove, in the case of a letter, that such letter was sent by registered airmail, addressed and placed in the post and in the case of a facsimile transmission, that such facsimile was duly transmitted to a current facsimile number of the addressee at the address referred above in office hours.

22.6.6 Each Party may change the above address by prior written notice to the other Party.

22.7 **Counterparts**

This Management Contract may be executed in two counterparts, each of which, when executed and delivered, will be an original, and both counterparts together shall constitute one and the same instrument.

22.8 **Language**

All notices and communications between the Authority, the Manager, the Independent Engineer, Independent Expert and the Independent Auditor, required under this Management Contract, shall be drawn up in English.

22.9 **Confidentiality**

22.9.4 Each of the Parties shall keep confidential and ensure that their employees, officers, consultants and advisers shall keep confidential, all documents and other information, whether technical or commercial, supplied to it by or on behalf of the other Party, relating to the Project and shall not, without the consent of the other Party, publish or otherwise disclose or use the same for its own purposes otherwise than as may be

required (i) by Applicable Laws or appropriate regulatory authorities, (ii) to perform its obligations under this Management Contract, or (iii) required to be shared with advisers in connection with the Project.

22.9.5 The provisions of Article 22.9.4 above shall not apply to:

(a) Any information in the public domain otherwise than by breach of this Management Contract.

(b) Information in the possession of the receiving Party thereof before divulgence as aforesaid, and which was not obtained under any obligation of confidentiality

22.10 **Amendments**

Any provision of this Management Contract must be recorded in an agreement in writing signed by the Parties.

22.11 **Waivers and Consents**

22.11.4 Any provision or breach of any provision of this Management Contract may be waived before or after it occurs only if evidenced by an agreement in writing signed by the waiving Party.

22.11.5 Any consent under or pursuant to any provision of this Management Contract must also be in writing and given prior to the event, action or omission for which it is sought.

22.11.6 Any such waiver or consent may be given subject to any conditions thought fit by the Person(s) giving it and shall be effective only in the instance and for the purpose for which it is given.

22.12 **Severability**

22.12.4 If at any time any provision of this Management Contract is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will, in any way, be affected or impaired and the legality, validity and enforceability of the remainder of this Management Contract shall not be affected.

22.12.5

The Parties will negotiate in good faith with a view to agreeing one or more provisions which may be substituted for any such invalid, illegal or unenforceable provision and which are satisfactory to the Manager and produce as nearly as is practicable in all the circumstances the appropriate balance of the commercial interests of the Parties.

22.13 **Costs and Expenses**

The Manager shall be responsible for paying its own costs and expenses incurred in connection with the negotiation, preparation and execution of this Management Contract.

22.14 **No Assignment**

22.14.4 Except as otherwise provided in this Management Contract, the rights and obligations of the Manager under this Management Contract shall not be

assigned, novated or otherwise transferred to any Person without the prior written consent of the Authority.

22.14.5 The rights and obligations of the Authority under this Management Contract shall not be assigned, novated or otherwise transferred to any Person other than a public body or a government company or a statutory corporation that:

(a) Is a single entity.

(b) To whom the entire Management Contract is assigned and/or transferred.

(c) Has the legal capacity, power and authority to become a party to and to perform the obligations of the Authority under this Management Contract.

22.15 **Good Faith**

Each Party shall act in good faith in exercising its rights and performing its obligations under this Management Contract.

22.16 **Governing Law & Jurisdiction**

This Management Contract shall be governed by and construed in accordance with the laws of Pakistan and the courts at Karachi shall have non-exclusive jurisdiction to hear and decide the matter.

IN WITNESS WHEREOF Parties has executed this Management Contract on the day, month and year first above written.

FOR AND ON BEHALF OF
SCHOOL EDUCATION & LITERACY DEPARTMENT OF
GOVERNMENT OF SINDH
(the Authority)

Signature: _____

Name: _____

CNIC No.: _____

Designation: _____

FOR AND ON BEHALF OF
[INSERT NAME OF THE MANAGER]

Signature: _____

Name: _____

CNIC No.: _____

Designation: _____

Phone No.: _____

Fax No.: _____

The Parties in the presence of following two witnesses have executed this Management Contract:

1. Signature: _____

   Name: _____

   CNIC No.: _____

   Address: _____

2. Signature: _____

   Name: _____

   CNIC No.: _____

   Address: _____

SCHEDULE - "I" QUALITATIVE KEY PERFORMANCE INDICATORS

[GIVEN IN THE RFP DOCUMENT]

SCHEDULE - "II" QUANTITATIVE KEY PERFORMANCE INDICATORS

A. QUANTITATIVE KEY PERFORMANCE INDICATORS

1. Complete rehabilitation and improvement of Institutes will be done within six (6) months' Installation Period. However, during this period, the other activities to achieve the KPI's may be initiated.

2. Minimum induction of students in the Institute will be as follows. However, drop out students will form part of total number of students but shall be restricted up to a maximum of 5% of induction to satisfy the KPI. For example, if the target number of students is "60" and the Manager is successful in inducting "60" students but "3, being 5% of 60" got dropped out then still the relevant KPI will deemed to be in satisfaction:

[AS GIVEN IN THE RFP DOCUMENT]

SCHEDULE –"III" MANAGER'S SCOPE OF WORK

[AS GIVEN IN THE RFP DOCUMENT]

SCHEDULE - "IV" REFERENCE DETAILS OF SCOPE OF WORK IN INSTALLATION PERIOD

[AS GIVEN IN THE RFP DOCUMENT]

SCHEDULE – ”V” REPORTING FORMS

[To be developed by the Manager with assistance and guidance from the Independent Engineer, Independent Expert and Independent Auditor; and finalized not more than 30 days of hiring of the Independent Engineer, Independent Expert and Independent Auditor accordingly. Thereafter, to be approved by the Authority within 15 days thereof. For the sake of clarity, there shall be different Reporting Forms for biannually and annual reporting, and in respect of the Independent Engineer, Independent Expert and Independent Auditor]

SCHEDULE –"VI" TERMS OF REFERENCES FOR THE INDEPENDENT ENGINEER, INDEPENDENT EXPERT AND INPENDENT AUDITOR

The Independent Engineer and the Independent Auditor shall be fulfilled the duties and responsibilities set out below:

1. APPOINTMENT

1.1 APPOINTMENT OF INDEPENDENT ENGINEER

1.1.1 The Parties shall appoint such firm as the Independent Engineer as may be acceptable to the Parties provided that the firm to be appointed shall have:

(i) experience of buildings (like schools, colleges, institutes, etc.) related rehabilitation/repairing works for a period of minimum five (5) years.

1.1.2 The Independent Engineer shall be appointed and shall be responsible for fulfilling its duties and responsibilities from the date of its appointment until the end of Installation Period, unless its appointment is terminated earlier.

1.1.3 Within [thirty (30)] days from the Effective Date, the Manager shall provide the Authority a list of three (03) potential Independent Engineers, fulfilling the criteria as contemplated in Article 1.2.1 of this Schedule.

1.1.4 Within [fifteen (15)] days of receipt by the Authority of the First IA List, the Authority shall (subject to one of the firms in the First IA List being acceptable to the Authority) select a reputed firm of auditors from First IA List and the Authority and the Manager shall appoint Independent Engineer in terms of the Independent Engineer Agreement.

1.1.5 In the event the Parties are unable to mutually agree on the appointment of the Independent Engineer out of the three potential Independent Engineer, the Parties shall appoint the Independent Engineer as may be acceptable to the Authority out of the three potential Independent Engineer.

1.1.6 The Independent Engineer shall provide the services set out in the Independent Engineer Agreement and as requested by the Parties with mutual consent from time to time.

1.2 APPOINTMENT OF INDEPENDENT EXPERT

1.2.1 The Parties shall appoint such firm as the Independent Expert as may be acceptable to the Parties provided that the firm to be appointed shall have:

(i) experience of managing and/or operating educational institutions or other similar facilities or shall have experience of evaluating the performance of educational institutions for a period of minimum five (5) years.

(ii) experience of having performed detailed evaluations of teachers and Institute management.

1.2.2 The Independent Expert shall be appointed and shall be responsible for fulfilling its duties and responsibilities from the date of its appointment until the Expiry Date, unless its appointment is terminated earlier.

1.2.3 Within [thirty (30)] days from the Effective Date, the Manager shall provide the Authority a list of three (03) potential Independent Experts, fulfilling the criteria as contemplated in Article 1.2.1 of this Schedule.

1.2.4 Within [fifteen (15)] days of receipt by the Authority of the First IA List, the Authority shall (subject to one of the firms in the First IA List being acceptable to the Authority) select a reputed firm of auditors from First IA List and the Authority and the Manager shall appoint Independent Expert in terms of the Independent Expert Agreement.

1.2.5 In the event the Parties are unable to mutually agree on the appointment of the Independent Expert out of the three potential Independent Expert, the Parties shall appoint the Independent Expert as may be acceptable to the Authority out of the three potential Independent Expert.

1.2.6 The Independent Expert shall provide the services set out in the Independent Expert Agreement and as requested by the Parties with mutual consent from time to time.

1.1 APPOINTMENT OF INDEPENDENT AUDITOR

1.1.1 Within [thirty (30)] days from the Effective Date, the Manager shall provide the Authority with a list of [big four (4)] reputable firms of chartered accountants for appointment of the Independent Auditor (the **First IA List**).

1.1.2 Within [fifteen (15)] days of receipt by the Authority of the First IA List, the Authority shall (subject to one of the firms in the First IA List being acceptable to the Authority) select a reputed firm of auditors from First IA List and the Authority and the Manager shall appoint such firm as the Independent Auditor in terms of the Independent Auditor Agreement.

1.1.3 In the event the Parties are unable to mutually agree on the appointment of the Independent Auditor out of the Big Four, the Parties shall appoint such firm as the Independent Auditor as may be acceptable to the Authority out of the Big Four.

1.1.4 The Independent Auditor shall provide the services set out in the Independent AuditorAgreement and as requested by the Parties with mutual consent from time to time.

2. DUTIES AND RESPONSIBILITIES OF THE INDEPENDENT ENGINEER

The Independent Engineer shall perform all such roles, duties and functions as are contemplated to be performed by the Independent Engineer in this Management Contract. Without limiting the generality of the foregoing, the Independent Engineer shall be responsible for:

(i) reviewing and approving/certifying all engineering related activities associated with the fulfillment of KPIs by the Manager.

(ii) Reporting to the Authority on technical aspects under the Management Contract.

(iii) Assist the Manager in designing of the reporting and other Monitoring. Evaluation and Reporting (MER) tools. (This is expected to be a one-time activity, with revisions on need basis).

(iv) If required, assisting the Parties in resolving any dispute or making determinations referred to it pursuant to the Management Contract.

(v) Carrying out any other duties and functions specified in the Management Contract, other than those listed above.

3. DUTIES AND RESPONSIBILITIES OF THE INDEPENDENT EXPERT

The Independent Expert shall perform all such roles, duties and functions as are contemplated to be performed by the Independent Expert in this Management Contract. Without limiting the generality of the foregoing, the Independent Expert shall be responsible for:

(vi) reviewing and approving/certifying all activities associated with the fulfillment of KPIs by the Manager.

(vii) Reporting to the Authority on technical (educational) aspects under the Management Contract.

(viii) Assist the Manager in designing of the reporting and other Monitoring. Evaluation and Reporting (MER) tools. (This is expected to be a one-time activity, with revisions on need basis).

(ix) Preparing guidelines with the Manager for employment criteria for (teaching related) staff at the Institute. (This is expected to be a one-time activity).

(x) If required, assisting the Parties in resolving any dispute or making determinations referred to it pursuant to the Management Contract.

(xi) Carrying out any other duties and functions specified in the Management Contract, other than those listed above.

4. DUTIES AND RESPONSIBILITIES OF THE INDEPENDENT AUDITOR

The Independent Auditor shall perform all such roles, duties and functions as are contemplated to be performed by the Independent Auditor in this Management Contract. Without limiting the generality of the foregoing, during the Contract Period, the Independent Auditor shall be responsible for:

(i) reviewing and certifying the financial model as contained in Financial Bid and revising the same from time to time as may be required under the Management contract and providing opinion in this regard.

(ii) conducting audit of the accounts and other financial aspects as per the Management Contract and the financial model as contained in the Financial Bid alongwith the detailed plans as submitted by the Manager at the time of bidding and carrying out audits (on half yearly basis) to establish compliance or otherwise of the Works with the KPIs, Applicable Laws, Applicable Permits and Good Industry Practices in accordance with the procedures set out in the Management Contract. For the purpose of clarity the Manager may re-appropriate funds under expenditure heads or incur expenses under other relevant expenditure heads, if deemed expedient over the terms of contract.

(iii) calculating Payable Annuity Amount Payments, subject to Annuity Amount Payment Adjustments, in accordance with Article 8, as well as calculating other payments as stipulated in the Management Contract).

(iv) providing reports as envisaged in the Management Contract.

(v) assisting the Parties in determining the existence, nature and financial implications under various heads of the Management Contract including but not limited to:

(a) Force Majeure Event,

(b) Event of Default,

(c) Termination,

(d) Change in Law,

(e) Fundamental Change in Law,

any of the other relief items set out in the Management Contract, and/or

(vi) reviewing the proposed changes in budget/re alignment of budget during the Contract Period.
Providing opinions and decisions on any financial disputes between the parties to the Management Contract.

(vii) carrying out any other duties and functions specified in the Management Contract, other than those listed above.

5. INDEPENDENCE

In respect of all matters dealing with the Management Contract the Independent Engineer, Independent Expert and the Independent Auditor shall be independent and shall ensure that it performs all its obligations in accordance with the Management Contract.

SCHEDULE –"VII" FORM OF PERFORMANCE SECURITY

[ON APPROPRIATE STAMP PAPER]

FORM OF PERFORMANCE SECURITY

To:

THE SCHOOL EDUCATION & LITERACY DEPARTMENT,
GOVERNMENT OF SINDH,

Guarantee No: ..... (hereinafter referred to as the "**Guarantee**")
Dated: .....
Guaranteed Amount:……

[Insert Name of Bank], being the Guarantee issuing bank (hereinafter referred to as the "**Guarantor Bank**") understands that the following parties have entered into an agreement entitled the "Management Contract" dated [●], 2018 (hereinafter referred to as the "**Management Contract**") for the management and operation of Teachers Training Institute, i.e. Government Elementary College of Education [ ] in the Province of Sindh under the public private partnership mode:

a) **The Governor of Sindh** (Through School Education & Literacy Department), having its offices at [●] (hereinafter referred to as the "**Authority**"); and

b) **[●]**, a company incorporated under the laws of Pakistan, having its registered office located at [●] Phone No. _____, Fax No. _____ (hereinafter referred to as the "**Manager**", which expression shall, where the context so permits, be deemed to mean and include its successors in interest, liquidators and permitted assigns).

Further, the Guarantor Bank understands that pursuant to the terms of the Management Contract, the Manager is required to provide the Authority with a bank guarantee in an amount equal to PKR [Insert Amount in Numbers]/- (Pakistani Rupees [Insert Amount in Words]).

The above premised, the Guarantor Bank hereby undertakes irrevocably and unconditionally to pay to the Authority, without any notice, reference or prior recourse to the Manager or to any other entity or without any recourse or reference to the Management Contract, any sum or sums (or any part thereof) equivalent in aggregate up to but not exceeding a maximum amount of PKR [●]/- (Pakistani Rupees [●]) (hereinafter referred to as the "**Guaranteed Amount**")immediately, however not later than [three (3)] business days from the date of the Guarantor Bank's receipt of the Authority's first written demand (hereinafter referred to as the "**Demand**") at the Guarantor Bank's offices located at [Insert Address of the Guarantor Bank at which Demand will be made], such Demand stating:

a) the total amounts demanded.

b) the bank account to which the amounts demanded pursuant to the demand are to be credited/transferred (hereinafter referred to as the **"Bank Account"**)

A Demand shall only be honoured by the Guarantor Bank if it is made by and bears the signature of an authorised officer or representative of the Authority.

The Guarantor Bank shall unconditionally honour a Demand hereunder (notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Manager or any other person) immediately (however not later than [3 (Three)] business days) of its receipt

of the Authority's Demand, as stated earlier, and shall transfer the amount specified in the Demand to the Bank Account. Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future taxes, deductions or withholdings of any nature whatsoever and by whomsoever imposed, and where any withholding on a payment is required by any applicable law, the Guarantor Bank shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that the Authority receives the full amount due hereunder as if no such withholding had occurred.

This Guarantee shall come into force and shall become automatically effective upon its issuance.

After having come into force, this Guarantee and the Guarantor Bank's obligations hereunder shall expire on [INSERT DATE AND TIME] (the **Expiry Date**) irrespective of whether this Guarantee has been returned to the Guarantor Bank provided that, if the Authority issues a Demand to the Guarantor Bank on or immediately prior to the Expiry Date and the same is received by the Guarantor Bank on or prior to the Expiry Date, the Guarantor Bank shall honour such Demand.

Upon expiry, this Guarantee shall be returned to the Manager without undue delay. Multiple Demands may be made by the Authority under this Guarantee but the Guarantor Bank's aggregate liability shall be restricted up to the Guaranteed Amount.

The Guarantor Bank hereby agrees that any part of the Management Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between the Authority and the Manager without:

a) in any way impairing or affecting the Guarantor Bank's liabilities hereunder.

b) notice to the Guarantor Bank.

c) the necessity for any additional endorsement, consent or guarantee by the Guarantor Bank.

The obligations of the Guarantor Bank herein are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Management Contract or the insolvency, bankruptcy, reorganization, dissolution or liquidation of the Manager or any change in ownership of the Manager or any purported assignment by the Manager or any other circumstance whatsoever which might otherwise constitute a discharge or defence of a guarantor or a surety. In order to give effect to this Guarantee, the Authority shall be entitled to treat the Guarantor Bank as the principal debtor.

This Guarantee for its validity period shall not be affected in any manner by any change in the Guarantor Bank's constitution or of the Manager's constitution or of their successors and assignees and this Guarantee shall be legally valid, enforceable and binding on each of their successors and permitted assignees.

All references to any contract or other instruments are by way of reference only and shall not affect the Guarantor Bank's obligations to make payment under the terms of this Guarantee.

The Authority may assign / transfer or cause or permit to be assigned or transferred any of its rights, title, interests and benefits of this Guarantee with prior notification to the Guarantor Bank. The Guarantor Bank shall not assign or transfer any of its rights or obligations under this Guarantee.

If one or more of the provisions of this Guarantee are held or found to be invalid, illegal, or unenforceable for any reason whatsoever, in any respect, any such invalidity, illegality,

or unenforceability of any provision shall not affect the validity of the remaining provisions of this Guarantee.
The Guarantor Bank hereby represents and warrants to the Authority that:

a) it has the power to execute, deliver and perform the terms and provisions of this Guarantee and has taken all necessary action to authorize the execution, delivery and performance by it of this Guarantee.

b) the Guarantor Bank has duly executed and delivered this Guarantee, and this Guarantee constitutes its legal, valid and binding obligation enforceable in accordance with its terms.

c) neither the execution, delivery or performance by the Guarantor Bank of this Guarantee, nor compliance by it with the terms and provisions hereof will:

    (i) contravene any material provision of any law, statute, rule or regulations or any order, writ, injunction or decree of any court or governmental instrumentality.

    (ii) conflict or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Guarantor Bank is a party of by which it or any of its property or assets is bound.

    (iii) violate any provision of the Guarantor Bank's constituent documents.

d) no order, consent, approval, license, authorization or validation of, or filing, recording or registration with (except as have been obtained or made prior to the date hereof), or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorize, or is required in connection with:

    (vi) the execution, delivery and performance of this Guarantee.

    (vii) the legality, validity, binding effect or enforceability of this Guarantee.

Further, the Guarantor Bank hereby declares and confirms that the signatory(ies) to this Guarantee is/are its duly authorized officer(s) to execute this Guarantee.

This Guarantee and all rights and obligations arising from this Guarantee shall be governed and construed in all respects in accordance with the laws of Pakistan. The courts in Karachi, Pakistan shall have exclusive jurisdiction in respect of any dispute relating to any matter contained herein.

EXECUTED & ISSUED
FOR AND ON BEHALF OF THE GUARANTOR BANK

Signature: _____

Name: _____

Designation: _____

Dated: _____

The precise form of the Performance Security (whether a, bank guarantee or a standby letter of credit) shall be agreed between the Manager and the Authority prior to signing of the Management Contract. The quantum, duration and renewal mechanism of the Performance Security shall follow the principles set out in the Management Contract.

SCHEDULE – "VIII" HANDING OVER CRITERIA

The Authority shall handover to the Manager the Institute, in accordance with the handing over proforma, which will basically list down the assets, furniture and fixtures available at the Institute at the time of Handing Over. After the signing of this Management Contract, at the time of actual handing over of Institute to the Manager, handing over proforma will become an integral part of this Schedule

SCHEDULE – "IX" TAKING OVER CRITERIA

The Taking over Criteria of the Institute shall be similar to the Handing over Criteria specified in SCHEDULE VIII above and the Manager shall ensure that the Institute is handed back to the Authority after the Expiry Date and in accordance with the terms of this Management Contract in proper working condition.

SCHEDULE – "X" EMPLOYMENT CRITERIA

[To be finalized by the Manager within Thirty (30) days of the Effective Date and approved by the Independent Expert within 30 days of hiring of the Independent Engineer and the Independent Expert.]

SCHEDULE – "XI" ANNUITY AMOUNT PAYMENT ADJUSTMENT FORMULA

QUANTITATIVE KPI

- More than 10% decrease from the quantitative KPIs will result in proportionate reduction of Annuity Amount Payment for the purpose, e.g.

- Targeted KPIs is to enroll 50 students in year 2

- KPIs achieved to the extent of 45 students (no deduction is required)

- KPIs achieved to the extent of 40 students, the proportionate reduction would be 10 divided by 50, i.e. 20%.

QUALITATIVE KPI

The following formula / working shall be used to make adjustments from the Annuity Amount Payments based on the level / degree of fulfilment of the KPIs by the Manager. The following adjustments shall be calculated by the Independent Auditor based on the evaluation of the KPIs done by the Independent Expert and the semi-annual invoice generated by the Manager from time to time and in accordance with this Agreement. For the sake of clarity, it may be noted that the formula would be utilized in calculating adjustments / deductions, if any, from the Management Fee; however all other cost heads as provided in the Financial Bid form at the bidding stage would be reimbursed on 'as per actual basis' and within budget estimates against each budget head/ activity and as claimed in the semi-annual invoices generated by the Manager; except for the management fee of the first semi-annual, which shall be paid in full. Furthermore, apart from the management fee (which can only be invoiced for a semi-annual portion of the yearly fee) the total amount claimed in the semi-annual invoices cannot exceed the yearly financial projections unless the same are permitted under the provisions of Management Contract or recommended by the Independent Auditor.

SAP= (MF * PP) + (RA)	
SAP	= (Semi-Annual Payment) Annuity Amount to be paid in Annuity Amount Evaluation Period
MF	= Management Fee (to be paid on semi-annual basis) for Annuity Amount Evaluation Period.
PP	= Performance Percentage given by IE after evaluation of KPIs in the semi-annual period. Performance Percentage shall be calculated on the basis of indicators applicable for a particular semi-annual. i.e. PP= Marks Obtained / Total Marks (of applicable indicators) x 100
RA	= Total Reimbursable Amount in the semi-annual period, as verified by IA, based on invoices.

Example:
For example, the Manager submitted invoices with reimbursable claims of PKR 3,000,000 (RA) and Management Fee (MF) of PKR 700,000 for the concerned semi-annual period. The IE certified achievement of 91% of KPIs as shown in the table below. The total Semi-Annual Payment (SAP) shall be calculated using the following formula:

RA (amount as verified by IA) = 3,000,000 (after any deductions by IA, if any)
Management Fee Payable (MF * PP) = 700,000 * 91% = 637,000
Semi-Annual Payment (SAP) = 637,000 + 3,000,000
= 3,637,000 (Three million, six hundred thirty seven thousand only)

SCHEDULE – ”XII”ANNUITY AMOUNT PAYMENT SCHEDULE

SCHEDULE – "XIII" DETAILS OF INSTITUTE

[AS GIVEN IN THE RFP DOCUMENT]