

**GOVERNMENT OF SINDH
SCHOOL EDUCATION AND LITERACY DEPARTMENT
REQUEST FOR PROPOSALS**



MANAGEMENT & OPERATION OF GIRLS' ELEMENTARY PUBLIC SECTOR SCHOOLS UNDER PUBLIC-PRIVATE PARTNERSHIP MODE

Ref. No.: PPPN/SELD/ PROC/JCA/2023-24
Date: 19th May 2024

PROJECT BRIEF

The Government of Sindh, through School Education & Literacy Department (SE&LD), aims to partner with credible Education Management Organizations from the private and/ or public sectors under PPP mode to manage and improve the functioning of Girls' elementary public schools, upgraded with the support of Japan International Corporation Agency (JICA), to improve the education standards in the Sindh province by introducing innovations, modernizing the education system, addressing management gaps, maintaining and cooperatively working along with government teachers, schools' staff, school management committees, surrounding communities and local tiers of the SE&LD.

Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the RFP document.

The SE&LD, being the Project's implementing agency, now invites sealed Bids from eligible NGOs/ firms/ Consortia/ joint ventures for the management and operation of selected public sector schools, under district(s) Packages listed below and further detailed in ANNEX 8 (DETAILS OF FACILITIES) of the Request for Proposals ("RFP") document, issued for each Package separately:

Sr.	Name of Package/ District(s)	No. of Schools (Facilities)
1.	Mirpurkhas	06
2.	Badin, Hyderabad, Jamshoro & Tando Allahyar	06
3.	Khairpur, Larkana, Sukkur & Ghotki	07

*RFP document for each Package listed above at Sr. # 1 to 3 is issued separately.

CONCESSION SCOPE

The Project shall be structured and documented as ten years management contract, ('Concession Period'), which shall include, inter alia, the responsibility of managing and operating the selected Facilities and achieving the Key Performance Indicators set by the SE&LD while performing functions as further detailed in the RFP. The ownership of the Facilities under all the Packages shall remain with the Government.



BIDDING PROCESS

Procurement will be conducted through National Competitive Bidding using a single stage-two envelope Bidding Procedure as specified in the Sindh Public Procurement Rules, 2010 ('SPP Rules'), and is open to all Eligible Bidders.

The prospective Bidders may Bid for single or multiple Packages mentioned thereunder. The contract(s) will be awarded to the Bidder(s) whose Bid(s) shall be found as the Best Evaluated Bid under each Package separately, in accordance with the criteria and other terms and conditions outlined in the RFP.

The prospective Bidders may seek further information by obtaining the RFP, free of cost, with effect from 22nd May 2024 to 27th June 2024 either: (a) physically, by submitting a written application during office hours at the address given below; or (b) electronically, by sending a request at the e-mail address given below or downloading from the website of the SELD <https://seld.pppn.gos.pk> or SPPRA <https://sppra.sppasindh.gov.pk/PPMS/> or PPP Unit <https://www.pppunit.sindh.gov.pk/>

Bidders are required to submit only one (1) Bid for each Package, separately, comprising one (1) original Technical Proposal and one (1) original Financial Proposal, and one (1) hard copy of each, with one (1) soft copy of each (on USBs) containing the supporting documents, as applicable, identified in the RFP, no later than 15:00 hours PST on 28th June 2024, at the submission address given below. Electronic bids will not be permitted. Late Bids will be rejected.

The Technical Proposals will be opened on the Bids Submission Deadline at 15:30 hours PST in the presence of the Bidders representatives, who may wish to attend. However, in case of a public holiday or any unforeseen event on the Bids Submission Deadline, the Bids shall be received and opened on next business day at the same time and venue.

All the Bids shall remain valid for ninety (90) days effective from the Bids Submission Deadline and must be accompanied by a corresponding Bid Security as per applicable Rule 62.D of SPPRA 2010 amounting to PKR 8,500,000/- for each Package separately in the shape of a pay order/ demand draft/ bank guarantee, valid for twenty-eight (28) days beyond the Bid Validity Period, issued by a scheduled bank of Pakistan in favor of 'Secretary, School Education & Literacy Department, Government of Sindh' and must be enclosed with the Financial Bid Envelope in accordance with the requirements set out in the Request for Proposals.

The SE&LD reserves its right to reject any or all Bids or cancel the Bidding Process, in whole or in part, at any time prior to accepting a Bid(s), subject to the relevant provisions of the SPP Rules.

Senior Director, Public Private Partnership Node
School Education & Literacy Department, Government of Sindh
Address: Office of the PPP Node, Behind Capt. Cinema, Near Coast Guards Headquarter, Doli Khata, Soldier Bazar, Karachi.
Phone: +92 21 99336009
E-mail: info.p3proc@gmail.com and sold.pppn@gmail.com INF-KRY-1575/24

PRE-BID CONFERENCE SCHEDULE**
Friday, 31st May 2024 AT 15:00 HRS. (PST) Onwards
**For further details, refer to the ANNEX 1 (BID DATA SHEET) of the RFP.

**GOVERNMENT OF SINDH
SCHOOL EDUCATION AND LITERACY
DEPARTMENT**



**REQUEST FOR PROPOSALS
FOR
MANAGEMENT & OPERATION OF
GIRLS' ELEMENTARY PUBLIC SECTOR
SCHOOLS UNDER PUBLIC-PRIVATE
PARTNERSHIP MODE**

**PACKAGE 3
DISTRICTS: KHAIRPUR, LARKANA, SUKKUR & GHOTKI**

19TH MAY 2024

IMPORTANT NOTICE

This Request for Proposals, together with all volumes, annexures and appendices attached thereto, is provided to the recipients solely for use in preparing and submitting Bids in connection with the Competitive Bidding Process for Girls' Elementary Public Schools Project; there-to manage and operate the Facilities, upgraded with the support of JICA, under PPP mode for a term of the Concession Period. This Request for Proposals is being issued by the School Education and Literacy Department, Government of Sindh, solely for use by prospective Bidders in considering the Project.

Unless expressly specified otherwise, all capitalized terms used herein shall bear the meaning ascribed thereto in the Definitions of this Request for Proposals.

In this Request for Proposals, the Eligibility Criteria and Technical Evaluation Criteria are determined/ formulated by the School Education and Literacy Department, Government of Sindh, and then reviewed/ approved by the Evaluation Committee. 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 Bidding Process for the Project and the same shall have no liability for this Request for Proposals 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 Request for Proposals or otherwise in connection with the Project as contemplated herein.

The Bids submitted in response to this Request for Proposals by any of the Bidders shall be upon the full understanding and agreement of any and all terms of the Request for Proposals and such submission shall be deemed as an acceptance to all the terms and conditions stated in the Request for Proposals. Any Bids in response to the Request for Proposals 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 Request for Proposals and has independently verified all the information received (whether written or oral) from the Government of Sindh (including from its employees, personnel, agents, consultants, advisors and contractors, etc.).

This Request for Proposals 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 Government that the Project will be awarded. The School Education and Literacy Department, Government of Sindh, reserves its right, in its full discretion, to modify the Request for Proposals and/ or the Project at any time to the fullest extent permitted by Applicable Evaluation Documents, and shall not be liable to reimburse or compensate the recipient for any costs, taxes, expenses or damages incurred by the recipient in such an event.

This Request for Proposals document is available for download at the websites of the School Education and Literacy Department, Government of Sindh (<https://SE&LD-pppn.gos.pk/>) or (<https://tinyurl.com/rfpro>) and on the SPPRA (<https://ppms.pprasindh.gov.pk/PPMS/>) for the prospective Bidders at free of cost.

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- VOLUME I – BIDDING PROCEDURE
- VOLUME II – DRAFT CONCESSION AGREEMENT

FOR BID PREPARATION/ SUBMISSION



[CLICK HERE TO DOWNLOAD
ATTACHMENT 1 TO THE FINANCIAL BID FORM](#)
(MICROSOFT Excel file)

Note: Bidders shall be required to **use excel forms** available via the given hyperlink to calculate the **Bid Price** and submit the **Financial Bid** as per the **Budget Guidelines** and Instructions to Bidders set out in the Request for Proposals document. **Non-compliance with any of the material terms & conditions specified herein this document may render the Bidder's Bid as non-responsive or disqualified** by the Evaluation Committee following the Applicable Evaluation Documents.

VOLUME I: BIDDING PROCEDURE

- **LETTER OF INVITATION**
- **INSTRUCTIONS TO BIDDERS**
- **ANNEXURES**

LETTER OF INVITATION

RFP Ref. No. PPPN/SELD/PROC/JICA/2023-24
Karachi, dated the 19th May 2024

The Government of Sindh, through School Education & Literacy Department (SE&LD), aims to partner with credible Education Management Organizations (EMOs) from the private and/or public sectors on a PPP mode to manage and improve the functioning of public schools and education standards in the Sindh province by introducing innovations, modernizing the education system, introducing technology based learning (Ed-tech), addressing management gaps, maintaining and cooperatively working along with Government staff, school management committees, surrounding communities and local tiers of the SE&LD.

Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Request for Proposals.

The SE&LD, being the Project's implementing agency, invites sealed Bids from eligible NGOs/ firms/ Consortia/ joint ventures for the management and operation of selected public sector schools, reconstructed/rehabilitated/upgraded with the support of JICA under the project for Upgrading Primary Girls Schools into Elementary Schools in Sindh under district(s) Packages listed below and further detailed in (*DETAILS OF FACILITIES*) of the Request for Proposals document, issued for each Package separately:

Sr.*	Name of District(s)	No. of Schools
1.	Mirpurkhas	6
2.	Badin, Hyderabad, Jamshoro & Tando Allahyar	6
3.	Khairpur, Larkana, Sukkur & Ghotki	7

***RFP document for each Package listed above at Sr. # 1 to 3 is issued separately.**

The Project is structured and documented as ten (10) years management contract, (the '**Concession Period**'), which shall include, inter alia, the responsibility of managing and operating selected public sector schools and achieving the Key Performance Indicators (KPIs) set by the SE&LD while performing functions as further detailed in the Request for Proposals. The ownership of the schools under this Package will remain with the Government of Sindh. Due to lack of space, where applicable, classes will be conducted on Double Shift modality.

Procurement will be conducted through National Competitive Bidding using a single stage-two envelope Bidding Procedure as specified in the Sindh Public Procurement Rules, 2010 (the '**SPP Rules**'), and is open to all the eligible Bidders.

The prospective Bidders may Bid for single or multiple Packages mentioned thereunder. The contract(s) will be awarded to the Bidder(s) whose Bid(s) shall be found as the Best Evaluated Bid under each Package separately, in accordance with the criteria and other terms and conditions outlined in the Request for Proposals.

The prospective Bidders may seek further information by obtaining the Request for Proposals, free of cost, with effect from 22nd May 2024 to 27th June 2024 either: **(a)** physically, by submitting a written application during office hours at the address given below; or **(b)** electronically, by sending a request at e-mail address given below, or downloading from the websites of SE&LD <https://SE&LD-pppn.gos.pk/> or <https://tinyurl.com/rfpro> or <https://www.pppunitsindh.gov.pk/> or SPPRA <https://ppms.pprasindh.gov.pk/PPMS/>.

Bidders are required to submit only one (1) Bid for each Package, **separately**, comprising one (1) original Technical Proposal and one (1) original Financial Proposal, and one (1) hard copy of each, with one (1) soft copy of each (on USBs) containing the supporting documents (as applicable), identified in the Request for Proposals, no later than **15:00 hours PST on 28th June 2024**, at the submission address given below. Electronic bids will not be permitted. Late Bids will be rejected.

The Technical Proposals will be opened on the Bids Submission Deadline at **15:30 hours PST** in the presence of the Bidders representatives, who may wish to attend. However, in case of a public holiday or any unforeseen event on the Bids Submission Deadline, the Bids shall be received and opened on the next business day at the same time and venue.

All the Bids shall remain valid for ninety (90) Days effective from the Bids Submission Deadline and must be accompanied by a corresponding Bid Security equivalent to PKR 8,500,000/- (Pakistani Rupees eight million five hundred thousand only) in the shape of a pay order/ demand draft/ bank guarantee, valid for a period of twenty-eight (28) Days beyond the Bid Validity Period, issued by a scheduled bank of Pakistan in favor of '**Secretary, School Education & Literacy Department, Government of Sindh**' and must be enclosed with the Technical Bid Envelope in accordance with the requirements set out in the Request for Proposals.

The SE&LD reserves its right to reject any or all Bids or cancel the Bidding Process, in whole or in part, at any time prior to the accepting a Bid(s), subject to the relevant provisions of the SPP Rules.

The address referred to above for issuance of the Request for Proposals and submission/ opening of the Bids is:

Attention: Senior Director
Public Private Partnership Node,
School Education & Literacy Department
Government of Sindh

Address: Office of the Public Private Partnership Node, Behind Capri Cinema near Coast
Guards Headquarter, Doli Khata Soldier Bazar, Karachi.

Telephone: +92 21 99336009

Fax: +92 21 34304440

E-mail: info.p3proc@gmail.com; and seld.pppn@gmail.com

Website: <https://SE&LD-pppn.gos.pk/> and <https://tinyurl.com/rfpro>

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1. Definitions

All capitalized terms not defined herein shall have the meaning set forth in the Concession Agreement.

Term	Definition
Affiliate Company	The term shall bear the meaning as ascribed thereto in Section 4.3.1.
Annuity Amount	Has the meaning set forth in the draft Concession Agreement ANNEX 3 (DRAFT CONCESSION AGREEMENT) – Article 8.
Annuity Amount Payments	Has the meaning set forth in the draft Concession Agreement ANNEX 3 (DRAFT CONCESSION AGREEMENT) – Article 8.
Applicable Evaluation Documents	Collectively: (a) the Sindh PPP Act; (b) the SPPRA Act; (c) the SPPRA Rules; (d) the SPPRA Guidelines; (e) the SPPRA Regulations; (f) any applicable order, instruction, guideline, regulations, or instrument issued under the Sindh PPP Act, SPPRA Act, SPPRA Rules; and (f) Request for Proposals before the Bids Submission Deadline.
Articles of Association	The Articles of Association of the prospective Bidder.
Authority or SE&LD	School Education and Literacy Department, Government of Sindh.
BAFO	Has the meaning set forth in Section 8.4.4.
Best Evaluated Bid	A Bid that is determined to be the ' <i>best evaluated bid</i> ' for the award of contract in terms of the requirements of the Applicable Evaluation Documents as further ascribed thereto in Section 9.2.
Bid	Has the meaning set forth in Section 6.1.1.
Bid Data Sheet	The data sheet attached as ANNEX 1 (BID DATA SHEET) .
Bidder	Has the meaning in SPP Rules.
Bid Costs	Has the meaning set forth in Section 2.3.1.
Bid Price	Net Present Value or NPV calculated using the Discount Rate of a bid price that includes capital cost, operational cost, soft costs, contingencies, Management Fee, and all other applicable duties and taxes, as set out in the Bidder's Financial Bid, in accordance with ANNEX 2 (FORMS) , FORM F, Attachment 1 (<i>BID PRICE</i>) and as defined in Section 6.4.2 (f).
Bid Security	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 the PACRA or JCR-VIS rating scale for financial institutions), in form and

	substance as attached hereto as FORM E to ANNEX 2 (FORMS) and in the amounts and conditions specified in Section 6.2.11 (<i>BID SECURITY</i>). It is being clarified 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 6.2.11 (a).
Bid Security Validity Period	Has the meaning set forth in Section 6.2.11 (b).
Bids Submission Deadline	Has the meaning set forth in Section 7.3.1.
Bid Validity Period	Has the meaning set forth in Section 6.6.1.
Bidding Documents or Request for Proposals (RFP)	Has the meaning set forth in Section 5.1.1.
Bidding Process or Competitive Bidding Process	Has the meaning set forth in Section 2.1.1.
Bids Evaluation Report	Has the meaning set forth in Section 8.7 (<i>EVALUATION REPORT</i>).
Board of Directors	The Board of Directors of the prospective Bidders.
Budget Guidelines	The guidelines and instructions provided in Form F – 4 (BUDGET GUIDELINES) of Attachment 1 (<i>BID PRICE</i>) of ANNEX 2 (FORMS) that are required to be considered by the Bidders while preparing the Financial Bid or Bid Price under the Project. For the purpose of clarity, the budget guidelines specified herein this document shall be considered an integral part of the Agreement.
Clarification/ Comments Request Deadline	Specified in the Estimated Timetable and/ or Bid Data Sheet.
Compliance & Accounts Manager	The Compliance & Accounts Manager will be responsible for ensuring that the Operator complies with regulatory requirements and internal policies and will be solely dedicated to the Package. S/ he will be responsible for making sure that the organization abides by all the terms and conditions, Key Performance Indicators (KPIs), and scope of work under the Concession Agreement. In addition, S/he will also be responsible for timely completion of financial reports/certificates in accordance with Concession Agreement. The salary of the Key Staff, including the Compliance & Accounts Manager, shall not be a part of the Management Fee.
Concession Agreement	The draft of the Concession Agreement is attached as ANNEX 3 and RFP Volume II (<i>DRAFT CONCESSION AGREEMENT</i>).

Concession Documents	The Bid of the organization, which includes the Technical and Financial Bid/ Financial Model submitted at the time of the Bidding Process, the Concession Agreement, the Independent Auditor Agreement, the Independent Expert Agreement, the Escrow Agreement, and any ancillary documents approved thereto by the Authority in accordance with the Applicable Evaluation Documents.
Concession Period	The period for which this Concession Agreement would be entered into with the Successful Bidder is proposed to be ten (10) years management contract.
Conditions Precedent	Has the meaning set forth in the draft Concession Agreement ANNEX 3 (DRAFT CONCESSION AGREEMENT) – Article 2.
Consortium	means a joint venture of private parties or majority controlled by private parties formed for the purpose of entering into a Public-Private Partnership Agreement directly or through a registered company formed thereof
Consortium Members	Each Member of a Consortium, including the Lead Member, which shall be collectively allowed up to a maximum of four (4) Members.
Control	The term shall bear the meaning as ascribed thereto in Section 4.3.2.
Discount Rate	A weighing factor used to find the Present Value of future cash flows, which is kept at the flat rate of fifteen percent (15%) per annum for the purpose of this RFP to calculate the Bid Price.
Double Shift	Has the meaning set forth in the draft Concession Agreement ANNEX 3 (DRAFT CONCESSION AGREEMENT) - Article 6.
Effective Date	The date certified by the Independent Expert and Independent Auditor to the Operator and Authority as being the date on which the Conditions Precedent are fulfilled, or deferred, or waived with mutual agreement of the Authority and Operator.
Eligibility Criteria	The term shall bear the meaning ascribed thereto in Section 4.3, against which details with supporting documents are required to be submitted by the prospective Bidder (in the case of a Consortium, the Consortium Members as applicable) in terms of, and in accordance with this Request for Proposals.
Education Management Organization (EMO)	Education Management Organization, which undertakes the management and operation of the schools, as part of the Package in the Project in accordance with the Applicable Evaluation Documents.
Escrow Bank Fees	Has the meaning set forth in Section 6.4.2 (i).
Estimated Timetable	Has the meaning set forth in Section 2.4.1.
Evaluation Committee	The Technical and Financial Evaluation Committee (TFEC) appointed by the Government of Sindh and has the meaning

	set forth in Section 8.1.1.
Facilities	Each public sector school(s), as part of the Project's Package and identified in ANNEX 8 (DETAILS OF FACILITIES) .
Final Bidding Document or Addendum to the Request for Proposals	Has the meaning set forth in Section 5.4.2.
Financial Bid or Proposal	Has the meaning set forth in Section 6.4.2 (a).
Financial Model/ Bid/ Proposal	Has the meaning set forth in Section 6.4.2 (h).
Financial Ranking	Has the meaning set forth in Section 8.4.3.
Government or GoS	Government of Sindh.
Instructions to Bidders	The Instructions to Bidders set out in Volume I (<i>BIDDING PROCEDURE</i>) of the Request for Proposals.
Integrity Pact	The instrument entitled 'Integrity Pact' as attached to this Request for Proposals as FORM D to ANNEX 2 (FORMS) , duly signed by the Authority and the Bidder.
JICA	Japan International Cooperation Agency
Joint Agreement Bidding	In case the prospective Bidder is a Consortium, they must execute a Joint Bidding Agreement incorporating relevant details as stated in Schedule 1.
Key Staff	The professionals (including Contract/Compliance & Accounts Manager and Education Expert , each qualifying the minimum education and experience requirements) proposed by the Bidder in its Technical Bid to undertake, oversee, and manage the Project's activities on a dedicated and regular basis under a specified Package in accordance with the job description, as may be amended by the Authority from time to time, during the Concession Period. For the purpose of clarity, the Bidder shall propose a separate Key Staff for each Package under which the Bid is submitted to qualify for the Eligibility Criteria.
Lead Member	The term shall bear the meaning as ascribed thereto in Section 3.1.2.

Management Fee	<p>Management Fee is the cost charged by the Bidder for providing its services to the Authority for managing the Project and its Facilities in accordance with the Scope of Work and KPIs. The management cost shall include the estimated cost for undertaking the field monitoring of the Facilities and/or any other visits in relation to the Project by the project's staff, Stamp Duty @ 0.35% of the bid price, any other costs for the organization's time, intellect, and expertise that it would bring to the Project, hiring of additional Key Staff and the cost of any other activity as specified in the Concession Agreement and Technical Proposal but not covered elsewhere in the Bid Price, to ensure achieving the Project's Key Performance Indicators throughout the Concession Period.</p> <p>The bidder is required to do due diligence with respect to applicable stamp duty charges applicable at that time.</p>
Member	An enterprise that is part of a Bidder on an exclusive basis.
Memorandum of Association	The Memorandum of Association of the prospective Bidder.
National Competitive Bidding	National Competitive Bidding Process to be regulated as per the Applicable Evaluation Documents.
Notification of Award	Has the meaning set forth in Section 9.4.1.
Operator	The Bidder or the Project Company incorporated by the Bidder before signing the Concession Agreement in accordance with Section 9.5.1.
Package	Package has the meaning set forth in ANNEX 8 (DETAILS OF FACILITIES) .
PKR	Pakistani Rupees, the lawful currency of the Islamic Republic of Pakistan.
PPP	Public Private Partnership.
PPP Node	Public-Private Partnership Node, School Education and Literacy Department established under the Sindh PPP Act.
Present Value (PV)	The present value of a future sum of money or stream of annual cash flows discounted using the Discount Rate set out in this Request for Proposals document. The EMOs' Financial Bids will be evaluated based on the Net Present Value (NPV) of the total bid; however, the annuity schedules shall be drawn up in accordance with the budgeted amounts and not based on PV.

Project	Has the meaning set forth in Section 2.2.1.
Project Company	Has the meaning set forth in Section 9.5.1.
Public Partnership Facility (PSF) Private Support	A non-profit company established by the Government of Sindh under section 42 of the Companies Act, 2017 (Act No. XIX of 2017) for the purposes enumerated in its memorandum of association.
Responsive Bid or Proposal	A Bid or proposal that complies with all the material conditions and requirements set forth in the Applicable Evaluation Documents.
Response to Questions Document or Response Document	Has the meaning set forth in Section 5.3.1 (b).
School-based Coordinator	The representative of EMO hired and deputed at each school of the package who would be responsible for managing the school-based operations in close coordination with Head Master/Mistress of the school and EMO management
School-based Staff	The employees, including teaching and non-teaching staff, required to be hired by the Operator on a contractual basis at its level in consultation with the Independent Expert in accordance with an open, transparent, and merit-based process and Budget Guidelines during the Project's Concession Period. For the purpose of clarity, the Bidder shall take into account the Budget Guidelines while preparing the Financial Bid, including the minimum salaries of teaching staff.
School Consolidation Policy	The policy circulated by the Reform Support Unit, Education & Literacy Department, Government of Sindh vide notification No. RSU/School Consolidation Policy/2011 dated 16 th February 2012 and subsequently amended on 22 nd January 2015 to rationalize the education sector to enhance the quality of education while ensuring access to education in all the communities by declaring a campus school formed by merging adjoining, embedded or nearby schools.
Services Period	Has the meaning set forth in the draft Concession Agreement- Article 7.
Signing Date	The date on which the Concession Agreement is duly signed by each of the Parties.
Sindh PPP Act	The Sindh Public Private Partnership Act, 2010 (as amended from time to time).
Single Shift	Has the meaning set forth in the draft Concession Agreement- Article 6.
SMC	School Management Committee.
SPPRA	Sindh Public Procurement Regulatory Authority established

	under the SPPRA Act.
SPPRA Act	The Sindh Public Procurement Act, 2009 (as amended from time to time).
SPPRA Rules	The Sindh Public Procurement Rules, 2010 (as amended from time to time).
Successful Bidder	Has the meaning set forth in Section 9.2 (<i>AWARD CRITERIA</i>).
Technical Bid or Proposal	Has the meaning set forth in Section 6.3.1.
Technical Documents Bid	The documents listed in Section 6.2.1.
Technical Bid Envelope	Has the meaning set forth in Section 7.2.1.

2. INTRODUCTIONS & PROJECT DESCRIPTION

2.1 INTRODUCTION

- 2.1.1 The Authority desires to outsource the management and operation of selected public sector schools in Sindh under this **PACKAGE 3** (*DISTRICT: Khairpur, Larkana, Sukkur & Ghotki*) to an EMO in a manner that such public schools or Facilities will be managed and operated by the EMO on a public-private partnership basis under the Sindh PPP Act (the '**Project**'). It is envisaged that the Authority will select the EMO through an open, fair and transparent National Competitive Bidding (NCB) using a single stage-two envelope bidding procedure (the '**Bidding Process**'), and the Authority will enter into a Concession Agreement with the Successful Bidder in respect of the Project.
- 2.1.2 This Request for Proposals is being issued by the Authority to the recipient prospective Bidders that meet the Eligibility Criteria as per Sections 3, 4, 5 & 6 of this Request for Proposals document followed by the evaluation of their Bids submitted in accordance with the terms and conditions of this Request for Proposals document.

2.2 PROJECT DESCRIPTION

- 2.2.1 The Government aims to contract credible EMOs from the private and/ or public sectors to manage and improve the functioning of certain public schools by introducing innovations, modernizing the education system, addressing management gaps, maintaining the school building and facilities, and cooperatively working along with Government staff, School Management Committees (SMCs), surrounding communities and all relevant tiers of the School Education and Literacy Department. In order to improve the standard of education in the province of Sindh, the Government, acting through the Authority, is willing to expand EMO based model in Sindh under PPPs. The Authority further intends to provide concession to the Successful Bidder to manage and operate these Facilities as a Package as defined under **ANNEX 8** (*DETAILS OF FACILITIES*).
- 2.2.2 The Project is an important part of the Government's strategy towards developing Sindh's education sector and improving the literacy rate. In 2013, the Government of Sindh passed the Sindh Right of Children to Free and Compulsory Education Act in compliance with Article 25-A of the Constitution of Pakistan. The legislation has placed a renewed obligation on the Government of Sindh, including the Authority, to take steps to improve the performance of the education sector. Accordingly, the public schools managed and run by the EMOs will function under the given constitutional provision and the aforesaid Act passed thereafter. The education in such public schools will remain free of charge for all students. The admission process will be strictly inclusive and as per the spirit mentioned in the statute law.
- 2.2.3 The Authority is working closely with JICA for improving the access and quality of education for girls in schools upgraded by JICA under Upgrading Primary Girls Schools into Elementary Schools in Sindh Project
- 2.2.4 The Authority's key objectives for the Project include:
- a) Improving the functioning of public sector schools through innovation and modernization of the education system;

- b) Reducing inefficiencies and addressing the management gaps in public education;
- c) Delivering better quality education for girls in the province of Sindh;
- d) Introducing technology-based learning (Ed-tech)
- e) Encouraging greater private sector investment in the education sector, particularly in the rural and less privileged areas of the province of Sindh; and
- f) Meeting the key performance indicators set out in **ANNEX 7 (KEY PERFORMANCE INDICATORS)** and managing and operating the public sector schools in accordance with, inter alia, the technical proposal submitted by the Bidders along with the terms of the Request for Proposals document, including the Concession Agreement.

2.3 BID COSTS

- 2.3.1 Each Bidder shall bear all costs associated with the preparation and submission of its Bid and the Bidder's participation in the Bidding Process, including, without limitation, all costs and expenses related to, participation in the pre-bid conference(s), preparation and submission of the Bids, 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 Concession Agreement by Successful Bidders (the '**Bid Costs**').
- 2.3.2 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.

2.4 TIMETABLE

- 2.4.1 The estimated timetable for Bidding Process is as follows (the '**Estimated Timetable**')

Activity	Target Date*
Issuance of Request for Proposals document	22 nd May 2024
Pre-Bid Conference/ Bidders Meeting	31 st May 2024
Bids Submission Deadline	28 th June 2024
Technical Bids Opening	28 th June 2024
Financial Bids Opening	19 th July 2024
Publication of the Evaluation Report	26 th July 2024
Notification of Award	12 th August 2024
Execution of the Concession Agreement with the Successful Bidder	30 th September 2024

** For further details, refer to **ANNEX 1 (BID DATA SHEET)** of the RFP.

The Authority may, in its sole discretion, amend the Estimated Timetable in accordance with the Applicable Evaluation Documents. Bidders shall not rely in any manner whatsoever on the Estimated Timetable, and the Authority shall not incur any liability whatsoever arising out of amendments to the Estimated Timetable.

3. PROSPECTIVE BIDDERS

This Request for Proposals is addressed or issued to all prospective Bidders having requested it in accordance with this Request for Proposals published in the newspapers and on the websites of the Authority (<https://SE&LD-pppn.gos.pk/>) or (<https://tinyurl.com/rfpro>) and SPPRA (<https://ppms.pprasinhd.gov.pk/PPMS/>) for the prospective Bidders in accordance with the Applicable Evaluation Documents.

3.1 CONSORTIUM-LEAD MEMBERS

- 3.1.1 A prospective Bidder for the Project may be a single registered organization or may take the form of a consortium (the ‘**Consortium**’), comprising a maximum of up to four (4) Consortium Members, comprising of companies, firms, corporate bodies, or other legal entities duly registered under the applicable, permitted and relevant laws and procedures.
- 3.1.2 Each Consortium shall appoint and authorize one (1) lead member (the ‘**Lead Member**’) should meet at least both EC1 and EC3 criteria to represent and irrevocably bind all members of the Consortium in all matters connected with the Bidding Process, conduct all business for and on behalf of any or all Consortium Members during the Bidding Process, and in case the Consortium is awarded the Project, finalize the Concession Documents.

3.2 CONSORTIUM PARTICIPATION RESTRICTIONS

- 3.2.1 No prospective Bidder or Consortium Member 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 prospective Bidder or member of another Consortium.
- 3.2.2 No prospective Bidder or Consortium Member may be eligible if it has any representative on the Board of Directors (or equivalent managing body) of another prospective Bidder or member of another Consortium.
- 3.2.3 Notwithstanding the foregoing, a prospective 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 prospective Bidder or Consortium in which such cross shareholding or common directorship exists.

3.3 EVALUATION REQUIREMENTS

- 3.3.1 If the prospective Bidder is a Consortium, it shall clearly indicate in its Bid which Consortium Member(s) are to be evaluated for each such Eligibility Criteria, except those that need to be fulfilled by the Lead Member in accordance with the Applicable Evaluation Documents.

3.4 INELIGIBILITY OF A PROSPECTIVE BIDDER

If the prospective Bidder or a Consortium Member has been barred by any central, state or local government or government instrumentality in Pakistan or in any other jurisdiction to which the prospective Bidder or a Consortium Member belongs or in which the prospective Bidder or a Consortium Member conducts its business, from participating in any project on a private

participation basis and the bar subsists as on the Request for Proposals Submission Deadline. Such entity shall not be eligible to submit a Bid either individually or as a Consortium Member.

3.4.1 A Prospective Bidder (and in the case of a Consortium, all members) should not have, in the 5 (five) years preceding the Request for Proposals Submission Deadline:

- a) failed to perform any contract with the Government, federal government, or local or provincial governments, as evidenced by the imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the prospective Bidder or Consortium Member as the case may be; or
- b) been expelled from any project or contract by any public entity or authority; or
- c) had any contract terminated by any government or government instrumentality for breach by such prospective Bidder or Consortium Member.

3.5 NO CONTRACT

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

3.5.2 The Government, 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 prospective Bidder arising from this Request for Proposals document or any bids submitted in response to it.

4. ELIGIBILITY CRITERIA

4.1 LANGUAGE

- 4.1.1 Bid, and all correspondence and documents related to the Bid and Bidding Process between the Bidder and Authority, shall be written in English. In case any document/ information furnished by the Bidder is in a language other than English, it will need to be accompanied by an English translation (duly notarized by the notary public) of its pertinent passages for the purposes of interpretation of the Bid. In case of any discrepancy, the English translation shall prevail.

4.2 DOCUMENTS COMPRISING THE ELIGIBILITY CRITERIA

- 4.2.1 The documents submitted by the prospective Bidders to pass eligibility criteria shall comprise the following documents:
- (a) Part I – the information required by Section 4.3 (*PART I – ELIGIBILITY CRITERIA*).
 - (b) Part II – the documents or information required by Section 4.4 (*PART II – APPLICATION AND OTHER DOCUMENTS*).
 - (c) Part III – where the prospective Bidder is a Consortium, the documents required by Section 4.5 (*PART III - CONSORTIA DOCUMENTS AND REQUIREMENTS*);
 - (d) Part IV – the power of attorney required by Section 4.6 (*PART IV – POWER OF ATTORNEY*); and
 - (e) Any other document or information supporting to qualify the Eligibility Criteria as required under the Request for Proposals.

4.3 PART I – ELIGIBILITY CRITERIA

In Part I of the Request for Proposals, the prospective Bidder shall submit proof that it meets the Eligibility Criteria set out below (the ‘**Eligibility Criteria**’).

ELIGIBILITY CRITERIA	REQUIRED DOCUMENTS/FORMS
<p>EC1: Technical Criterion The Bidder (in the case of a Consortium, the Lead Member alone) shall have experience in the management and operation of at least five (5) educational institutions, each for a period of at least five (5) years in the last ten (10) years.</p>	<p>DEC1: Experience The Bidder (in the case of a Consortium, the Lead Member alone) shall provide its list of relevant projects/ sites in the form presented in ANNEX 11 (EXPERIENCE FORM), along with supporting documentation to demonstrate that it satisfies this criterion. The supporting documents will include, without limitation, any executed agreements, MOUs, Terms of References (TOR), release orders or any ancillary documents validating its experiences detailed in ANNEX 11 (EXPERIENCE FORM).</p>
<p>EC2: Financial Criterion The Bidder (in the case of a Consortium, any one of the Consortium Member alone) shall have a Net Worth of at least</p>	<p>DEC2: Audited Financial Statements The Bidder (in the case of a Consortium, the relevant Consortium Member alone) shall provide the following:</p>

<p>Pak Rupees ten (10) million or above at the end of each year for the last two (2) financial years.</p>	<ul style="list-style-type: none"> (i) the required financial data in the forms presented in ANNEX 12 (<i>FINANCIAL DATA FORM</i>); and (ii) audited financial statements, duly certified by a certified chartered accountant, for the most recent two (2) financial years for which such statements are available, including the consolidated balance sheet, income statement, statement of cash flows, and the accompanying notes.
<p>EC3: Registration The Bidder (in the case of a Consortium, Consortium Members all) must possess a valid registration from the income tax authority (i.e., the NTN certificate) and relevant sales tax authority, if applicable.</p>	<p>DEC3: Registration with Tax Authorities The Bidder (in the case of a Consortium, all Consortium Members all) shall provide a valid NTN certificate and updated filing status of the prospective Bidder or if the prospective Bidder is a Consortium, all the Consortium Members for the current or last month's fall during Bid Submission Deadline.</p> <p>In case an entity is exempt from registration with any tax authority, it should provide a valid justification/ exemption certificate issued by the relevant tax authority.</p>
<p>EC4: Key Staff The Bidder (in the case of a Consortium, any or all of the Consortium Members combined) shall propose all the Key Staff qualifying the minimum criteria for qualification and experience requirements as listed in ANNEX 5 (<i>TECHNICAL EVALUATION CRITERIA</i>).</p>	<p>DEC4: Curriculum Vitae of the Proposed Key Staff The Bidder (in the case of a Consortium, any or all of the Consortium Members combined) shall provide the following:</p> <ul style="list-style-type: none"> (i) CVs of each proposed Key Staff dedicated to this Project containing the respective Key Staff qualification, experience, degree of responsibilities held in previous projects, and other details required to fill Form G (<i>Curriculum Vitae for the proposed Key Staff</i>) available with ANNEX 2 (<i>FORMS</i>); (ii) CVs shall be signed by the respective Key Staff and authorized person signing the Bid on behalf of a Bidder. <p>Note: The Bidder, if awarded the Project, shall ensure the proposed Key Staff is engaged on a dedicated and regular basis to render his/ her services as per the job</p>

descriptions assigned and other terms & conditions set out in the Request for Proposals.

Note: In case of any change in the Bidder’s legal status before the Bids Submission Deadline, the Bidder shall provide along with the Bid (Technical Proposal) submitted to the Authority all such information, including the documentary evidence for such a change and its approvals by the relevant authorities, to check and verify the Bidder’s Eligibility Criteria in accordance the Applicable Evaluation Documents.

4.3.1 **TECHNICAL ELIGIBILITY CRITERIA - SUBMISSION OF EVIDENCE FROM SUBSIDIARIES**

The prospective Bidder, or if the prospective Bidder is a Consortium, the Lead Member, may include evidence of projects undertaken by one or several Affiliate Companies (as defined below) to satisfy Technical Eligibility Criteria EC1.

For purposes of the above, an “**Affiliate Company**” means any corporate entity Controlled by the prospective Bidder, or if the prospective Bidder is a Consortium, by the Lead Member, 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) of the given entity. For the avoidance of doubt, projects undertaken by other companies of the same corporate group, which do not comply with the above definition of an Affiliate Company, such as parent companies or sister companies, shall not be taken into account to satisfy Technical Eligibility Criteria EC1.

In case the prospective Bidder, or if the prospective Bidder is a Consortium, the Consortium Lead Member, includes evidence of projects undertaken by one or several Affiliate Companies, it shall submit, in addition to all other documentation required by this Request for Proposals document, the documentation specified in Section 4.4.1(b) with respect to each relevant Affiliate Company.

4.3.2 **FINANCIAL ELIGIBILITY CRITERIA - SUBMISSION OF EVIDENCE FROM PARENT COMPANY**

The prospective Bidder, or if the prospective Bidder is a Consortium, any one of the Consortium Member alone, may choose to present financial statements from a Parent Company to satisfy Financial Criteria in EC2.

For purposes of the above, the “**Parent Company**” means any corporate entity controlling the prospective Bidder, or if the prospective Bidder is a Consortium, any one of the Consortium Member alone, 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) of the given entity.

In case the prospective Bidder, or if the prospective Bidder is a Consortium, the relevant Consortium Member, chooses to present financial statements from a Parent Company, it shall submit, in addition to all other documentation required by this Request for Proposals document, the documentation specified in Section 4.4.1(b) with respect to the Parent Company.

In such cases, the Parent Company shall guarantee to the Authority the prospective Bidder's financial obligations under the Concession Agreement. For purposes of the

above, the Parent Company shall provide an executed letter of support in the form attached as **ANNEX 13** (*PARENT COMPANY LETTER OF COMFORT*).

4.4 PART II – APPLICATION AND OTHER DOCUMENTS

4.4.1 In Part II of the Eligibility Criteria, each prospective Bidder, or if the prospective Bidder is a Consortium, the Consortium Members, as applicable, shall provide the following:

(a) An application signed by the prospective Bidder (or if the prospective Bidder is a Consortium, the Lead Member) in the form of **ANNEX 9** (*APPLICATION FORM*).

(b) The following legal documents and background information:

- i. basic information on the prospective Bidder (or if the prospective Bidder is a Consortium, each Consortium Member), as detailed in **ANNEX 10** (*BASIC INFORMATION FORM*), including an up-to-date list of shareholders or members of the prospective Bidder (or one list for each Consortium Member);
- ii. a certified copy of the Memorandum of Association and Articles of Association or other constitutive documents of the prospective Bidder (or if the prospective Bidder is a Consortium, the Memorandum of Association and Articles of Association or other constitutive documents of each Consortium Member) and any amendments; and
- iii. a certified copy of the prospective Bidder's certificate of incorporation or registration (or, if the prospective Bidder is a Consortium, each Consortium Member);

(c) An Affidavit, in the form of **ANNEX 14** (*AFFIDAVIT*), confirming that the prospective Bidder (or, if the prospective Bidder is a Consortium, each Member of the Consortium):

- i. is not in bankruptcy or liquidation proceedings;
- ii. has not been convicted of fraud, corruption, collusion, or money laundering.
- iii. 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 Concession Agreement; and
- iv. does not fall within any of the circumstances for ineligibility listed in Section 3.4 (*INELIGIBILITY OF A PROSPECTIVE BIDDER*).

4.5 PART III – CONSORTIA DOCUMENTS AND REQUIREMENTS

If the prospective Bidder is a Consortium, there must be a Lead Member who is duly authorized (through a power of attorney signed in front of a notary, as described in Section 4.6) by all other Consortium Members to act on their behalf and provide an undertaking that there will be no change in the constitution of the Consortium during the Bidding Process.

A prospective Bidder wishing to be eligible as a Consortium shall submit, as Part III of the Application, a written commitment, in the form attached hereto as **ANNEX 2** (*FORMS*) FORM B (*POWER OF ATTORNEY*) (*B. POWER OF ATTORNEY FOR APPOINTMENT OF LEAD MEMBER*) following the instructions mentioned thereunder, which:

(a) confirms each member's commitment to the Consortium; and

- (b) identifies the member that will assume the role of Lead Member on behalf of the other members, with authority to commit all members.

4.6 PART IV – POWER OF ATTORNEY

Each prospective Bidder (or if the prospective Bidder is a Consortium, each Consortium Member) shall provide, as Part IV of the Application, a written power of attorney in the form attached hereto as **ANNEX 2 (FORMS) FORM B (POWER OF ATTORNEY) (A. POWER OF ATTORNEY TO AUTHORIZE A PERSON TO SIGN THE DOCUMENTS)**, duly notarized, indicating that the person(s) signing the eligibility application has/ have the authority to sign.

4.7 CLARIFICATIONS

A Prospective Bidder requiring any clarification on this Request for Proposals may send a request for clarification to the Authority in writing with a copy to the Senior Director, PPP Node at the email addresses indicated in **ANNEX 1 (BID DATA SHEET)**. Any such request for clarification shall be received no later than five (5) Days prior to the Bids Submission Deadline, which may be extended further in accordance with the Applicable Evaluation Documents.

Electronic copies of the response, including a description of the query without identification of its source (the **'Response to Questions Document'** or **'Response Document'**), will be sent to all the prospective Bidders who have requested or obtained the Request for Proposals document directly from the Authority or intimated to the Authority for expression to submit Bid via email after downloading the Request for Proposals from the websites indicated here in this Request for Proposals document. If similar or repeated queries are made by prospective Bidders, those queries may be listed as one query and responded to only once.

5. BIDDING DOCUMENTS

5.1 CONTENT OF BIDDING DOCUMENTS

5.1.1 The nature of the Project, bidding procedures, contract terms and technical requirements are prescribed in the Bidding Documents, which include the following (collectively, the 'Request for Proposals'):

No.	Description	
Volume I – Bidding Procedure		
1	Letter of Invitation	
2	Instructions to Bidders	
3	Annexes to Request for Proposals:	
	ANNEX 1	Bid Data Sheet
	ANNEX 2	Forms
	Form A	Bid Form
	Form B	Power of Attorney
	Form C	Conflict of Interest Statement
	Form D	Integrity Pact
	Form E	Bid Security
	Form F	Financial Bid
	Form G	Curriculum Vitae for the proposed Key Staff (DEC 4)
	ANNEX 3	Draft Concession Agreement
	ANNEX 4	Content of Technical Bid
	ANNEX 5	Technical Evaluation Criteria
	ANNEX 6	Financial Structure for the EMOs
	ANNEX 7	Key Performance Indicators
	ANNEX 8	Details of Facilities
	ANNEX 9	Application Form
	ANNEX 10	Basic Information Form
	ANNEX 11	Experience form
	ANNEX 12	Financial Data (DEC 2)
	ANNEX 13	Parent Company Letter of Comfort
	ANNEX 14	Affidavit
	ANNEX 15	Operator's Scope of Work
	ANNEX 16	Inclusive Education Initiative
Volume II – Draft Concession Agreement		
4	Any addenda and/or amendments to the documents listed above, issued by the Authority in accordance with the Applicable Evaluation Documents.	

5.1.2 Each Bidder shall examine all instructions, terms and conditions, forms, specifications and other information contained in the Request for Proposals. 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 compliant or responsive to the terms and conditions of the Request for Proposals;

Such action shall be at the Bidder's risk, and the Authority may determine that the Bid is non-responsive to the Request for Proposals and may reject it in accordance with the Application Evaluation Documents.

5.2 PRE-BID CONFERENCE

5.2.1 The Authority shall organize a pre-bid/ bidders meeting conference on the date, time, and venue set out in the Estimated Timetable or Bid Data Sheet to discuss any comments the Bidders might have with respect to the Project and the Request for Proposals document. In case of any change in the specified venue of the pre-bid conference or any change in its scheduled date and/ or time, the same shall be announced at least one (1) week prior to the scheduled pre-bid conference date on the Authority's website, i.e., www.SE&LD-pppn.gos.pk and <https://tinyurl.com/rfpro>. The prospective Bidders shall require to regularly access the websites to ensure seeking all the updates relating to the Project; alternatively, the prospective Bidders may confirm their intention to Bid by sending an e-mail containing the subject '**EXPRESSION TO BID FOR GIRLS' ELEMENTARY PUBLIC SCHOOLS PROJECT (NAME OF THE BIDDER)**' addressed at info.p3proc@gmail.com and seld.pppn@gmail.com for receiving timely updates, if any issued by the Authority prior to the Bids Submission Deadline.

5.2.2 The Authority reserves the right to call any additional pre-bid conferences/ Bidders meetings if it so desires before the Bids Submission Deadline subject to the Applicable Evaluation Documents.

5.3 BIDDERS COMMENTS & CLARIFICATIONS ON REQUEST FOR PROPOSALS

5.3.1 Bidders' requests for clarification, comments, and mark-up of the Request for Proposals

- a) Bidders have the opportunity to propose comments to the Request for Proposals documents; however, the Authority may (at its sole and absolute discretion) accept or reject such proposals and comments. All comments shall be made in writing and sent to the relevant persons mentioned in **ANNEX 1 (BID DATA SHEET)**.
- b) Electronic copies of the response, including a description of the query but not the identification of its source (the '**Response to Questions Document**'), shall be sent to all Bidders who have obtained the Request for Proposals document. 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 Request for Proposals in accordance with the Applicable Evaluation Documents.

5.4 AMENDMENT OF BIDDING DOCUMENTS

- 5.4.1 At any time before the Bids Submission Deadline, the Authority may amend the Request for Proposals for any reason, whether at its initiative or in response to the Bidder's questions, comments or markup in accordance with the Applicable Evaluation Documents.
- 5.4.2 Subject to Section 5.4.1, once revised versions of the Request for Proposals or its addendum, if applicable, have been issued (the '**Final Bidding Document**' or '**Addendum to the Request for Proposals**') as set out in the Estimated Timetable, no other communications of any kind whatsoever, except the prospective Bidders written queries received to the Authority within the timeline set out in **ANNEX 1 (BID DATA SHEET)**, shall be made to modify the Request for Proposals. However, the Authority reserves the right at its level to modify the Request for Proposals at any time prior to the Bids Submission Deadline subject to the Applicable Evaluation Documents.

5.5 BIDDERS DUE DILIGENCE

5.5.1 Information provided by the Authority

- a) Each Bidder is solely responsible for conducting its 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 Successful Bidder or EMO in accordance with the Concession Agreement.
- b) 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 Request for Proposals or the Response to Questions Document or provided during the Bidding Process or during the term of the Concession Agreement. 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 Request for Proposals or Addendum to the Request for Proposals or the Response to Questions Document or provided during the Bidding Process or during the term of the Concession Agreement.
- c) Bidders may not rely on any verbal statements made by the Authority or its advisors, employees, consultants, or agents during the Bidding Process.
- d) All Bidders shall, prior to submitting the Bid to the Authority, review all requirements with respect to corporate registration and all other requirements that apply to companies or firms 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 Request for Proposals will be submitted upon a full understanding and agreement of the terms of this Request for Proposals and, therefore, the submission of Bids in response to this Request for Proposals would be deemed as acceptance to the said terms and conditions.
- e) Data provided by the Authority, particularly in relation to numerical accuracy, is only indicative information based on input received from multiple sources.

Authority is not responsible for any reliance on such data made by the prospective Bidder in preparation of the Bids.

6. BIDS: PREPARATION

6.1 CONTENT OF BID

6.1.1 Bidders must prepare and submit their Bids in full compliance with the requirements of this Request for Proposals, together with the submission of the documents, forms, and instruments required for submission by this Request for Proposals. Each Bidder shall submit the following documents in two separate, sealed envelopes in accordance with the Applicable Evaluation Documents (together, the ‘**Bid**’):

1. Technical Proposal or Technical Bid
2. Financial Proposal or Financial Bid

6.1.2 If a Bidder submits Technical Proposal and the Financial Proposal together in one envelope, other than as specified in the Instructions to Bidders, the Evaluation Committee may reject the entire Bid. If any document required to be submitted with Technical Proposal is submitted with the Financial Proposal, or if any document required to be submitted with the Financial Proposal is submitted with the Technical Proposal, such document shall not be considered for evaluation and may also form the basis of rejection of a Bid by the Evaluation Committee.

6.2 TECHNICAL BID DOCUMENTS

6.2.1 Format of the Request for Proposals

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

PART	DESCRIPTION	RELEVANT ANNEX
Part I	Bid Form as required under Section 6.2.2	ANNEX 2 – FORM A
Part II	Power of Attorney required under Section 6.2.6	ANNEX 2 – FORM B
Part III	Conflict of Interest Statement required under Section 6.2.7	ANNEX 2 – FORM C
Part IV	Equity Structure of the Operator required under Section 6.2.9 (if applicable)	[TO BE PROVIDED BY THE BIDDER]
Part V	Integrity Pact required under Section 6.2.8	ANNEX 2 – FORM D
Part VI	Contents of Technical Bid required under Section 6.3.1	ANNEX 4
Part VII	Joint Bidding Agreement as per Schedule 1 “Additional Documents” Section (b) (in case the Bidder is a Consortium)	[TO BE PROVIDED BY THE BIDDER]
Part VIII	Curriculum Vitae for each proposed Key Staff member required under Section 6.2.10	ANNEX 2 – FORM G
Part IX	Bid Security required under Section 6.2.11	ANNEX 2 – FORM E

6.2.2 Bid Form

In Part I of the Technical Documents, the Bidder or Consortium shall complete and sign the Bid Form in the form attached hereto as **FORM A of ANNEX 2 (FORMS)**.

6.2.3 Roles of Members and Consortium

Each Bidder must describe in detail the individual roles of their (Consortium) Members, as well as the nature of the planned legal relationships between them.

6.2.4 Supporting Information & Documentation

Each Bidder may submit any other supporting information or documentation that may assist the Evaluation Committee during the evaluation process, and the same may be annexed to the Bids submitted to the Authority.

6.2.5 Not Used

6.2.6 Power of Attorney

In Part II of the Technical Documents, each Bidder (or if the Bidder is a Consortium, each Consortium Member) shall provide a written power of attorney substantially in the form attached hereto as **FORM B of ANNEX 2 (FORMS)**, duly stamped and notarized, indicating that the person(s) signing the Bid are authorized to sign the Bid on behalf of the Bidder (or if the Bidder is a Consortium, then on behalf of each Consortium Member) and, thus, the Bid is binding upon the Bidder during the full period of its Bid Validity Period.

In the case of a Consortium, one (1) member of the Consortium shall be nominated as being in-charge and shall act as the lead member (the '**Lead Member**') who shall have the authority to represent and irrevocably bind the Consortium in all matters connected with the Bidding Process, conduct all business for and on behalf of any and all Consortium Members during the Bidding Process, and in case the Consortium is awarded the Project, finalize the Concession Documents;

This authorization shall be evidenced by submitting a power of attorney as set out in Part B (*POWER OF ATTORNEY FOR APPOINTMENT OF LEAD MEMBER*) of *Bidding Form B (POWER OF ATTORNEY)* of Volume I (*BIDDING PROCEDURE*) of the Request for Proposals), signed by legally authorized signatories of all the Consortium Members, appointed pursuant to a power of attorney in Part A (*POWER OF ATTORNEY TO AUTHORIZE A PERSON TO SIGN THE DOCUMENTS*) of *Bidding Form B (POWER OF ATTORNEY)* of Volume I (*BIDDING PROCEDURE*) of the Request for Proposals.

6.2.7 Conflict of Interest Statement

In Part III of the Technical Documents, each Bidder (or if the Bidder is a Consortium, each Consortium Member) shall provide a written Conflict of Interest Statement, substantially in the form attached hereto as **FORM C of ANNEX 2 (FORMS)**, regarding any existing, potential, possible or future conflict of interest that a Bidder (and each Member of a Consortium) may have with the Bidding Process, the Project, the Authority or any agency, instrumentality, consultant or advisor thereof (as such consultants and advisors if provided in the Bid Data Sheet).

6.2.8 Integrity Pact

The Bidder must provide the Integrity Pact in the form attached hereto as FORM D of **ANNEX 2 (FORMS)**, duly signed by the Authority and the Bidder (in case the Bidder is a Consortium, the Consortium Members).

6.2.9 Equity Structure of the Operator

In Part IV of the Technical Documents, each Bidder forming a special purpose company to undertake the Project shall provide the equity structure of such special purpose company. Such equity structure should be in the form of a chart showing percentages of shares of each Member if the Bidder is a Consortium. In the case of a single Bidder, the special purpose company, if applicable, shall be wholly owned and controlled by the Bidder.

6.2.10 Curriculum Vitae for each proposed Key Staff

In Part VIII of the Technical Documents, each Bidder (or if the Bidder is a Consortium, Consortium Members combined) shall provide curriculum vitae for each proposed Key Staff dedicated for this Project, if awarded the Concession, substantially in the form attached hereto as **FORM G of ANNEX 2 (FORMS)**, recently signed by the respective proposed Key Staff and the Bidder's representative authorized to sign the Bid.

6.2.11 Bid Security

- a) The Technical Bid submitted by each Bidder (if the Bidder is a Consortium, the relevant Consortium Members) must be accompanied by a Bid Security in an amount equal to PKR 8,500,000/- (eight million five hundred thousand only) in Pakistani Rupees which shall remain valid until the date of expiry of the Bid Security Validity Period (the '**Bid Security Expiry Date**'). The Bid Security should be in the name of the "**Secretary, School Education & Literacy Department, Government of Sindh**". The Bidders shall write the name of the Package on the back of the applicable Bid Security financial instrument.
- b) The Bid Security shall be in the form and substance as attached hereto as FORM E of **ANNEX 2 (FORMS)** or in the form of a demand draft or pay order. It is further clarified that no Bid Security in the form of an 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 6.6 (the '**Bid Security Validity Period**'). The Bidders agreeing to the extension of the Bid Validity Period shall also require to extend Bid Secretary Validity Period for the extended period in accordance with the Applicable Evaluation Documents.
- c) In the event of failure by the Bidder to extend the Bid Security, at least fifteen (15) Days prior to its expiry or otherwise as requested by the Authority at that time, the Evaluation Committee shall consider that Bid as disqualified/ rejected subject to the Applicable Evaluation Documents.
- d) Any Bid not accompanied by a Bid Security or accompanied by a Bid Security that is not in accordance with the Request for Proposals shall be rejected by the Authority as being non-responsive. The Bid Security of a Bidder that is a

Consortium shall be from any or all of the Members in such Consortium submitting the Bid.

- e) The Authority shall release the Bid Securities of the unsuccessful Bidders once the Concession Agreement has been signed or upon expiry of the Bid Validity Period.
- f) The Bid Security of the Successful Bidder shall be returned upon signing of the Concession Agreement.
- g) The Bid Security may, at the discretion of the Authority, be drawn in the full amount by the Authority in the following circumstances:
 - i. If the Bidder (or a 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 Successful Bidder, if the Successful Bidder fails to:
 - a. execute the Concession Agreement for any reason attributable to it; or
 - b. furnish the Performance Security, as required by the Request for Proposals document; or
 - c. Accept the correction of the quoted amount following the correction of arithmetic errors.
 - iii. If the Bidder or the Successful 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 Concession Agreement; 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 Concession Agreement; and in the case of the Successful Bidder, in accordance with the Concession Agreement.

If a Bidder has been found as blacklisted by any agency of Federal or Provincial Government.

6.3 TECHNICAL BID

6.3.1 Each Bidder shall submit a Technical Bid, the content of which is specified in **ANNEX 4 (CONTENT OF TECHNICAL BID)**. Each Technical Bid shall be prepared in conformity with the technical requirements specified in this Request for Proposals and must adhere to the format described herein.

6.4 FINANCIAL BID

6.4.1 Not used

6.4.2 Financial Offer

- a) Each Bidder shall submit a Financial Bid by completing the Financial Bid Form set out in FORM F of **ANNEX 2 (FORMS)** (the '**Financial Bid**' or '**Financial Proposal**'). Bidders shall not amend or change the form in any until it requires otherwise.

- b) The Financial Bid shall include all taxes, duties, levies, or charges & the Management Fee (as further stipulated in the Financial Bid as well as in this Request for Proposals).
- c) In case any prospective Bidder does not make provisions of taxes, duties, levies, or charges in its Financial Bid, whether willfully or erroneously, such prospective Bidder would be required to provide appropriate documents. Failure to do so will result in its Bid being treated as a non-compliant Bid. Nonetheless, if the Authority receives any notice/ receipt for such taxes or charges relating to the Concession Agreement, the same shall be passed on to the Successful Bidder to be processed and cleared accordingly.
- d) The Operator's Scope of Work and Details for Inclusive Education Initiative are given in, **ANNEX 15 (OPERATOR'S SCOPE OF WORK)**, **ANNEX 16 (INCLUSIVE EDUCATION INITIATIVE)**, respectively.
- e) Not used.
- f) Each Bidder is required to attach to its Financial Bid a table, in the form provided in Attachment 1 to the Financial Bid Form (FORM F of **ANNEX 2 (FORMS)**), for Bid Price (the '**Bid Price**'), along with the relevant detail.
- g) The School Education and Literacy Department of the Government of Sindh and its Evaluation Committee reserves its right, in its full discretion, to void any Bids non-compliant with the terms of this Request for Proposals in accordance with the Applicable Evaluation Documents.
- h) Financial Model/ Bid/ Proposal means the cost of activities and/or items on a yearly basis for a period of ten (10) years based on strategies and strengths as listed in the Technical Proposal of the Bidder and for the fulfillment of the methodologies set to achieve the KPIs listed in **ANNEX 7 (KEY PERFORMANCE INDICATORS)**, fulfill the scope of work and operating procedures requirements as given in the draft Concession Agreement (**ANNEX-3**) annexed with this Request for Proposals document. In addition, each Bidder is required to provide a copy of the Financial Model relating to its Financial Bid on a 'Microsoft Excel/ Windows' readable USB memory stick (the '**Financial Model**'). The file containing the Financial Bid 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 Bid's assumptions. This Financial Proposal will become part and parcel of the Concession Agreement as an annexure.

6.5 LANGUAGE OF BID

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

6.6 BID VALIDITY PERIOD

- 6.6.1 Bids shall remain valid for ninety (90) Days effective 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.

- 6.6.2 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 an extension shall not be for more than ninety (90) Days.
- 6.6.3 If a Bidder accepts to extend the Bid Validity Period, the Bid Security shall also be extended accordingly.
- 6.6.4 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.

7. BIDS: SUBMISSION

7.1 FORMAT AND SIGNING OF BIDS

7.1.1 The Bidder shall prepare and submit (properly bound & packed):

- a) one (1) printed original, clearly marked as “BID – ORIGINAL”,
- b) one (1) printed copy, clearly marked as “BID – COPY” and
- c) one (1) electronic copy (on a USB drive) each for the Technical Proposal and Financial Proposal, clearly marked as “TECHNICAL/FINANCIAL BID – SOFT COPY” and shall be placed separately inside the original copy of the respective proposals,

as specified in **ANNEX 1 (BID DATA SHEET)**. In the event of any discrepancy between the original and any copy (printed or soft), the original shall govern or prevail in that case. The prospective Bidders will Bid for the Package as per details in **ANNEX 8 (DETAILS OF FACILITIES)** and shall mark the envelopes with the relevant package information “**PACKAGE 3 (DISTRICTS: Khairpur, Larkana, Sukkur & Ghotki)**” with respect to which Bid is being submitted – the relevant ‘Package’ details have been set out in **ANNEX 8 (DETAILS OF FACILITIES)**.”

7.1.2 The original and the printed copy of the Bid shall be typed or written in indelible ink and signed by the Bidder or person(s) duly authorized to bind the Bid to the contract. The latter authorization shall be indicated by a written power of attorney accompanying the Bid and submitted as Part II to the Technical Documents in accordance with Section 6.2.6. All pages of the Bid, except for un-amended printed literature, shall be initialed by the authorized person or persons signing such Bid.

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

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

7.2 SEALING AND MARKING OF BIDS

7.2.1 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**’). The USBs should be clearly marked “Technical Bid” and “Financial Bid” and placed in their respective envelopes containing the Technical Bid Envelope and the Financial Bid Envelope marked as “**Electronic Copy**”. In turn, these two envelopes and/or boxes 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**” and “**PACKAGE 3 (DISTRICTS: Khairpur, Larkana, Sukkur & Ghotki)**”. Any Bidder who submits or participates as a single Bidder or Consortium Member in more than one Bid in respect of the same Package as per **ANNEX 8 (DETAILS OF FACILITIES)** will be disqualified.

- 7.2.2 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 7.4 (*LATE BIDS*).
- 7.2.3 If the outer envelope/ box is not sealed and marked as required by Section 7.2.1, 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.
- 7.2.4 The Technical Bid Envelope and Financial Bid Envelope shall each indicate the name and address of the Bidder along with the title of the Project and Package details, i.e., **PACKAGE 3** (*DISTRICTS: Khairpur, Larkana, Sukkur & Ghotki*), as given in Section 7.2.1.
- 7.2.5 Each USB drive shall be submitted together with the ORIGINAL printed Bids in the same sealed envelopes as provided in the Bid Data Sheet:
- a) The 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 on USB; however, the Financial Model shall be submitted on USB as stated in Section 6.4.2. (f).
- 7.2.6 For the avoidance of doubt, it is expressly specified that the Bidders shall not be allowed to submit their Bids by e-mail. Furthermore, it is also expressly specified that in case of discrepancy of any data/ information between hard and soft copies submitted by bidders, the HARD-COPY shall prevail in such case.
- 7.2.7 It is also expressly specified that with respect to financial plans, budgets, and calculations, in case of any discrepancy between amounts expressed 'in numbers/ integers' and 'in-word, the amount expressed 'in words' shall prevail in such case. Similarly, in case of any error in calculation between the relevant input amount and the output, i.e., the total amount in Form F (*FINANCIAL BID FORM*) or its attachments, the relevant input amount shall prevail, and the output, i.e., the total amount shall be corrected in accordance with the Applicable Evaluation Documents.
- 7.2.8 If the Bidder does not accept the corrected amount of the Bid, its Bid shall be rejected, and its Bid Security shall be forfeited, pursuant to Section 6.2.11.

7.3 BIDS SUBMISSION DEADLINE

- 7.3.1 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**", which may be extended by the Authority in accordance with the Applicable Evaluation Documents.

7.4 LATE BIDS

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

7.5 MODIFICATION AND WITHDRAWAL OF BIDS

7.5.1 The Bidder shall not modify or withdraw its Bid after the Bids Submission Deadline.

7.5.2 Any withdrawal of a Bid in the interval between the Bids Submission Deadline and the expiration of the Bid Validity Period specified in Section 6.6 (*BID VALIDITY PERIOD*) shall result in the Bidder's forfeiture of its Bid Security, pursuant to Section 6.2.11.

8. BIDS: OPENING AND EVALUATION

8.1 EVALUATION COMMITTEE

- 8.1.1 The Authority has set up a special-purpose committee responsible for assessing the Bids in accordance with the Applicable Evaluation Documents (the '**Evaluation Committee**').
- 8.1.2 The members of the Evaluation Committee are prohibited from participating directly or indirectly in the preparation and/ or submission of any Bid and also prohibited from providing any assistance to any Bidder for the purposes thereof, except as may be expressly provided herein.

8.2 OPENING AND PRELIMINARY EXAMINATION OF BIDS

- 8.2.1 The Evaluation Committee shall open the Bids of each Bidder in the presence of the Bidders' designated representatives, who may choose to attend at the time, date, and location stipulated in **ANNEX 1 (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.
- 8.2.2 The Evaluation Committee shall open the outer envelopes/ boxes, one at a time, in the order in which the Bids were received 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.
- 8.2.3 No Bid shall be rejected at the Bids opening except for late Bids pursuant to Section 7.4 (*LATE BIDS*).
- 8.2.4 At the opening of each bid, the Evaluation Committee shall announce the Bidders' names and any other details that it may consider appropriate.
- 8.2.5 The Evaluation Committee shall prepare minutes of the Bids opening, including the information disclosed to those present in accordance with Section 8.2.1.
- 8.2.6 The Evaluation Committee shall then proceed to the opening and evaluation of the Technical Bids.

8.3 OPENING AND EVALUATION OF THE TECHNICAL BID

- 8.3.1 The Evaluation Committee shall determine the Eligibility of the Bidder as per the Eligibility Criteria set out in Section 4.3 and then evaluate the Technical Bids on a "pass/ fail" basis following the criteria set forth in **ANNEX 5 (TECHNICAL EVALUATION CRITERIA)**. The Evaluation Committee's determination shall be based on the Eligibility Criteria and on the contents of the Technical Bid **ANNEX 4 (CONTENT OF TECHNICAL BID)** without recourse to extrinsic evidence.
- 8.3.2 Any deficiencies or errors in a Bid will not result in its automatic rejection. The Authority may ask the Bidders for clarifications or additional documents needed to evaluate the Bids in accordance with the Applicable Evaluation Documents. Any request for

clarification in the Bid made by the Authority shall invariably be in writing. The response to such request shall also be in writing.

8.3.3 The Authority shall notify in writing:

- a) 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 set out in **ANNEX 1 (BID DATA SHEET)**; and
- b) each Bidder whose Technical Bid has been found ineligible or 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.

8.3.4 For the purposes of this determination, substantially responsive Technical Documents are those that conform to all the terms and conditions of the Request for Proposals document 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 Concession Agreement; (ii) that limits in any substantial way, inconsistent with the Request for Proposals document, the Authority's rights or the Successful Bidder's obligations under the Concession Agreement; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive Technical Documents.

8.3.5 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.

8.3.6 The Evaluation Committee shall not open, and shall promptly return, the Financial Bid of each Bidder whose Technical Bid has been found ineligible to qualify the Eligibility Criteria or not received a "pass" score, and such Bidder's Bid shall not be considered further for evaluation, irrespective of the circumstances.

8.4 OPENING AND EVALUATION OF FINANCIAL BIDS

8.4.1 The Evaluation Committee shall open the Financial Bid Envelopes of those Bidders whose Technical Bid has received a "pass" score pursuant to Section 8.3.3(a) in the presence of Bidders' designated representatives who may choose to attend, at the time, date, and location will be communicated accordingly.

8.4.2 The Evaluation Committee shall prepare minutes of the Financial Bid opening, including the information disclosed to those present in accordance with Section 8.4.1 and Applicable Evaluation Documents.

8.4.3 The Evaluation Committee shall evaluate each Financial Bid against as being a Responsive Bid and then shall rank the Financial Bids from the lowest to the highest, based on Bid Price (the '**Financial Ranking**'). The Financial Bid to be a Responsive Bid shall reflect/ indicate in the financials to be incorporating the costs of the methodologies, procedures, and strengths for which the Bidder has been qualified through the Technical Bid. The Bidder shall calculate the Bid using a Discount Rate of 15% per annum for the total Bid Price in accordance with the Budget Guidelines set out in **FORM F (FINANCIAL BID FORM)** of **ANNEX 2 (FORMS)**. A Responsive Bidder with the lowest Bid Price shall be awarded the Concession Agreement, subject to the Applicable Evaluation Documents.

- 8.4.4 Where two or more Bidders are evaluated to have the same Financial Bid Cost/ Bid Price, the Evaluation Committee in such a case shall recommend the Bidder whose score under the criteria set forth in **ANNEX 5 (TECHNICAL EVALUATION CRITERIA)** shall be found as the highest among other Bidders whose Financial Bid Cost found the same. However, if two or more Bidders are evaluated to have the same Financial Bid Cost and same score under the evaluation criteria, then the Authority, subject to the approval by the Evaluation Committee, in such a case, may request relevant Bidders to submit a best and final financial offer (the '**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. BAFO shall be ranked lowest to highest.
- 8.4.5 Arithmetic errors in the Financial Bid, if any, will be rectified on the following basis:
- a) the relevant input amount and the output (i.e., total) amount in any Bid Form, due to an error in calculation, the relevant input amount shall prevail, and the output (i.e., total) amount shall be corrected; and
 - b) a discrepancy between words and figures, the amount in words will prevail unless such discrepancy arises due to the arithmetic error correction under Section 8.4.5 (a);
 - c) If the Bidder does not accept the correction of errors, its Financial Bid will be rejected, and Bid Security shall be forfeited, pursuant to Section 6.2.11.

8.5 WAIVER OF NON-CONFORMITIES IN BIDS

- 8.5.1 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.

8.6 CONTACTING THE AUTHORITY

- 8.6.1 From the time of Bid submission to the time of the Concession Agreement award, if any Bidder wishes to contact the Authority, it should do so in writing.
- 8.6.2 If the Bidder or the Successful 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 Concession Agreement; 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 Concession Agreement, then the Bidder's Bid and, if applicable, the said award, shall be canceled and the Bid Security or the 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.

8.7 EVALUATION REPORT

- 8.7.1 The results of the evaluation of the Bids conducted by the Evaluation Committee in accordance with this Section shall be reflected in the "**Bid Evaluation Report**", which shall be published on the SPPRA's PPMS and Authority's official websites and communicated to all the Bidders on the date specified in the Estimated Timetable which shall be at least three (03) working days prior to Notification of Award.

9. AWARD OF CONTRACT

9.1 CHANGES IN ELIGIBILITY STATUS

- 9.1.1 Prior to proceeding with the award of the Notification of Award, 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 Notification of Award; that would change the Authority's opinion as to whether the Bidder still meets all criteria as set out in this Request for Proposals.
- 9.1.2 An affirmative determination will be a prerequisite for the 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 9.3, proceed to the next Best Evaluated Bid in conformity with Section 8.4.3, subject to the Applicable Evaluation Documents.

9.2 AWARD CRITERIA

Subject to Sections 9.1 and 9.3, the Authority shall award the Concession Agreement to the Bidder whose Bid found substantially compliant with all the material terms and conditions in conformity with Section 8.4.3 and SPPRA Rules 84 and (the '**Successful Bidder**') of this Request for Proposals document, subject to the Applicable Evaluation Documents.

9.3 AUTHORITY'S RIGHT TO ACCEPT OR REJECT

- 9.3.1 The Authority, in its sole discretion and subject to the Applicable Evaluation Documents, in each case, may:
- 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 the submitted Bids from the Request for Proposals document at any time prior to the award of the Concession Agreement 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.

9.4 NOTIFICATION OF AWARD

- 9.4.1 Prior to the expiration of the Bid Validity Period, the Authority shall notify the Successful Bidder in writing that its Bid has been accepted by the Authority (the '**Notification of Award**').
- 9.4.2 The results of the Bidding process shall be published on the SPPRA's PPMS & Authority's official websites at least (03) working days prior to the Notification of Award.

9.5 INCORPORATION OF A PROJECT COMPANY

- 9.5.1 Prior to signing the Concession Agreement in accordance with provisions of Section 9.6 below, the Successful Bidder may (and if the Successful Bidder is a Consortium, the Successful Bidder shall) incorporate a special purpose company under the Companies Act, 2017, that will become “**Operator**” under the Concession Agreement (the ‘**Project Company**’). The shareholding of the Project Company (if incorporated) shall reflect the equity structure submitted by the Successful Bidder as Part IV of its Technical Bid Documents.

9.6 SIGNING OF THE CONCESSION AGREEMENT

- 9.6.1 Upon completion of the Bidding Process under this Request for Proposals, once the Successful Bidder is announced, necessary negotiations will take place to finalize the draft Concession Agreement, provided that such negotiations shall not amend or vary any financial and/or technical aspects of which the Bids are invited.

Thereafter, the Successful Bidder or the Project Company formed by the Successful Bidder (as the case may be) shall sign the Concession Agreement with the Authority within thirty (30) Days of the Notification of Award. The Successful Bidder shall provide Performance Security (as defined in the draft Concession Agreement) prior to the Signing Date of the Concession Agreement or as mentioned in the Notification of Award issued by the Authority.

9.7 FAILURE TO SIGN THE CONCESSION AGREEMENT

- 9.7.1 If the Successful Bidder fails to comply with the provisions of Sections 9.5 and 9.6, this failure shall constitute sufficient grounds for annulment of the Notification of Award and forfeiture of the Bid Security and such other remedies as the Authority may take under the Applicable Evaluation Documents. Furthermore, if the Successful Bidder refuses to sign the Concession Agreement within the specified time as may be extended by the Authority at its sole discretion, then the Authority reserves its right to disqualify or debar such Bidder on an interim basis to apply for any future Request for Proposals process on EMO reform in accordance with the Applicable Evaluation Documents.

ANNEXURES

- **ANNEX I – BID DATA SHEET**
- **ANNEX II – FORMS**
- **ANNEX III – DRAFT CONCESSION AGREEMENT**
- **ANNEX IV – CONTENT OF TECHNICAL BID**
- **ANNEX V – TECHNICAL EVALUATION CRITERIA**
- **ANNEX VI – FINANCIAL STRUCTURE FOR THE EMOs**
- **ANNEX VII – KEY PERFORMANCE INDICATORS**
- **ANNEX VIII – DETAILS OF FACILITIES**
- **ANNEX IX – APPLICATION FORM**
- **ANNEX X – BASIC INFORMATION FORM**
- **ANNEX XI – EXPERIENCE FORM**
- **ANNEX XII – FINANCIAL DATA**
- **ANNEX XIII – PARENT COMPANY LETTER OF COMFORT**
- **ANNEX XIV – AFFIDAVIT**
- **ANNEX XV – OPERATOR’S SCOPE OF WORK**
- **ANNEX XVI – INCLUSIVE EDUCATION INITIATIVE**

ANNEXURE 1 - BID DATA SHEET

The following specific data for the services to be procured under this Project shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in the Instruction to Bidders unless an Addendum to the Request for Proposals or corrigendum is being issued by the Authority in accordance with the Applicable Evaluation Documents.

ITB Section	
4.7	<p>Bidders may submit requests for clarifications to the Authority not later than five (5) Days prior to the Bids Submission Deadline at the following mail or email addresses:</p> <p>Attention: Senior Director - PPP Node, School Education & Literacy Department Address: House No. Office of the Public Private Partnership Node, Behind Capri Cinema near Coast Guards Headquarter, Doli Khata Soldier Bazar, Karachi. Phone No.: 92 21 99336009 +92 21 34304440 Email: info.p3proc@gmail.com; and seld.pppn@gmail.com</p> <p>The Subject of the email is to be Att. Girls' Elementary Public Schools Project [(Name of the Bidder)]</p>
4.1	<p>The language of the Bid submitted by the Bidder to the Authority shall be in English.</p> <p>All correspondence exchanged between Bidder, and the Authority shall be in English.</p> <p>Translation of supporting documents submitted by Bidder with Bid shall be in English.</p>
5.2	<p>The pre-bid conference/ Bidders meeting will be held: Yes, as per the scheduled date, time, and venue mentioned below.</p> <p>Date: 31st May 2024 Time: 03:00 pm (PST) onwards Venue: House No. C-143, Block 2, Clifton, Karachi Email: info.p3proc@gmail.com; and seld.pppn@gmail.com Contact: Director, Public Private Partnership Node, School Education & Literacy Dept. Cell: +92 301 3881499; and +92 3142314731</p> <p>The prospective Bidders are advised to communicate and confirm the nomination(s) of their representative(s), who intend to attend the meeting, via the cell number or email mentioned above addressed to the Authority at least two (2) Days prior to the scheduled date of the pre-bid conference to avoid any inconvenience.</p> <p>Note: In case of any change in the specified venue of the pre-bid conference or any change in its scheduled date and/ or time, the same shall be announced at least three (3) Days prior to the scheduled pre-bid conference date on the Authority's website, i.e., www.SE&LD-pppn.gos.pk and https://tinyurl.com/rfpro.</p>

7.1	<p>Bidders shall submit copies of the Bids as under:</p> <ul style="list-style-type: none"> • One (1) printed original copy of the Bid; • One (1) printed copy of Bid; and • One (1) electronic copy each for Technical Bid and Financial Bid (PDF and editable)
7.2 7.3	<p>Bidders shall submit the Bids to the Authority at the following address:</p> <p>Attention: Senior Director - PPP Node, School Education & Literacy Department Address: Office of the Public Private Partnership Node, Behind Capri Cinema near Coast Guards Headquarter, Doli Khata Soldier Bazar, Karachi. 92 21 99336009</p> <p>Phone No.: The Bids Submission Deadline is: _____ at _____ hours (PST)</p> <p>Note: Bidders shall be responsible for submitting Bids at the address and schedule specified above. Bids received elsewhere or late hours due to any reason whatsoever shall not be entertained by the Evaluation Committee and returned unopened to the Bidder.</p>
8.2	<p>Bids (Technical Proposals only) shall be opened at the following address:</p> <p>Date: _____ Time: _____ hours (PST) Address: Office of the Public Private Partnership Node, Behind Capri Cinema near Coast Guards Headquarter, Doli Khata Soldier Bazar, Karachi.</p>
8.3	<p>Bids (Financial Proposals only) shall be opened at the following address:</p> <p>Date: Bidders whose Technical Bids found qualified will be notified accordingly Time: in accordance with the Applicable Evaluation Documents. Address: Office of the Public Private Partnership Node, Behind Capri Cinema near Coast Guards Headquarter, Doli Khata Soldier Bazar, Karachi.</p>

ANNEXURE 2 - FORMS

FORM A - BID FORM

[ON THE LETTERHEAD OF THE BIDDER]
RELATING TO THE SINDH EDUCATION MANAGEMENT ORGANIZATIONS

Date: *[Insert date]*

To:

The Senior Director,
PPP Node, School Education & Literacy Department,
Office of the Public Private Partnership Node, Behind Capri Cinema near Coast Guards
Headquarter, Doli Khata Soldier Bazar, Karachi,
Karachi, Pakistan.

**Re: MANAGEMENT & OPERATION OF GIRLS ELEMENTARY PUBLIC SECTOR
SCHOOLS UNDER PUBLIC-PRIVATE PARTNERSHIP MODE (PACKAGE 3
(DISTRICT: KHAIRPUR, LARKANA, SUKKUR & GHOTKI).**

Ladies and/or Gentlemen,

1. DEFINITIONS

Unless the context indicates otherwise, all capitalized terms and expressions used herein and, in our Bids, have the meaning given to them in the document entitled 'Request for Proposals' dated [●] (as amended and/or supplemented from time to time) (the '**Request for Proposals**').

2. GENERAL

We, the undersigned, acknowledge, confirm and agree that:

- A) having carefully examined, read and understood and agreed to the terms of the Request for Proposals, including the draft Concession Agreement, including the Annexes;
- B) we have satisfied ourselves that we have a full and complete understanding of the nature and location of the Project and services referenced above and the general and local conditions to be encountered in the performance thereof; and
- C) We, the undersigned, offer to carry out all services and obligations of the Operator as defined in the Concession Agreement in conformity with our Bid and the Request for Proposals document.

3. PRICING

We understand that you are not bound to accept the lowest Financial Bid or any Bid you may receive.

4. PERFORMANCE SECURITY

If our Bid is accepted, we undertake to provide the Performance Security (as defined in the draft Concession Agreement) in the form, in the amount and within the times specified in the Concession Agreement or Notification of Award.

5. PROPOSAL COMPLIANT WITH SUBMISSION REQUIREMENTS

We declare and confirm that our Bid satisfies and complies with the submission requirements indicated in the Request for Proposals.

We also undertake that no circumstances have arisen or intervened during the period between the submission of our Application and this Bid that (i) has resulted in us no longer meeting the Eligibility Criteria or (ii) would materially and adversely affect our ability to satisfactorily perform the Services as defined in the draft Concession Agreement if our Bid is accepted.

6. FIRM AND IRREVOCABLE PROPOSAL

We agree to abide by this Bid, which consists of our Technical Bid and Financial Bid (each as defined in the Request for Proposals), for a period of ninety (90) Days effective from the Bids Submission Deadline as set forth in the Request for Proposals document, and that it is irrevocable and shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until a formal Concession Agreement is prepared and executed between us, our Bid, together with your written acceptance thereof and the Authority's Notification of Award, shall constitute a binding contract between us.

7. FURTHER WARRANTIES

We hereby represent and warrant that all information, data and materials of any nature whatsoever provided by us in the Bid are true and accurate and not misleading in any nature.

We have made a complete and careful examination of the Request for Proposals and have received all the relevant information from the Authority, as required for the purposes of submission of the Bid. We further warrant that we have verified and understand all the information received from the Authority in connection with the Request for Proposals.

To the extent that any provision in our Bid conflicts with the terms and conditions of the Request for Proposals, such provision is hereby withdrawn.

8. CONFIDENTIALITY

In connection with the transaction contemplated by the Request for Proposals, the Bidder has been (or will be) given access to information regarding the Project, including, but not limited to, financial data, agreements, business plans, software, reports, data, records, forms and other information, as well as information regarding the Authority or provided by the Authority (all such information being referred to as '**Confidential Information**').

The Bidder hereby agrees and warrants that to the extent it receives Confidential Information, the Bidder and its affiliates, controlling and related persons and agents (collectively, the '**Recipient**'), the Recipient shall:

- (a) keep and maintain the Confidential Information strictly confidential;
- (b) disclose such Confidential Information (if at all) only to its controlling persons, its attorneys and professional advisors, and to such employees who have a reasonable

need to know such Confidential Information (subject in each case to such person's agreement to make no further disclosure), or as may be required by law;

- (c) use such Confidential Information solely for the purpose of determining whether to enter into the transaction contemplated hereby; and
- (d) promptly upon request of the Authority disclosing Confidential Information following the abandonment of the transaction contemplated by the Request for Proposals, return such Confidential Information (and all copies thereof) to the Authority.

9. ADDITIONAL DOCUMENTS

In addition to the Bid Form, the Bidder shall submit the information identified in **SCHEDULE 1 (ADDITIONAL DOCUMENTS)** to this Bid Form together with the Bid Form.

We acknowledge and agree that the Authority will not be responsible for any errors or omissions on our part in preparing this Bid, and we shall indemnify the Authority fully in connection therewith.

[Signature]

In the capacity of [Insert position title]

Authorized to sign this Bid Form of [Insert name of Bidder]

SCHEDULE 1 – ADDITIONAL DOCUMENT

1. DESCRIPTION OF THE BIDDER

- (a) Each Bidder must provide the following information:
- i. A detailed description of the Bidder, including:
 - Legal name;
 - Complete head office contact information, including mailing address, telephone and fax numbers, and an e-mail address;
 - ii. Incorporation details, including corporate charter, articles of incorporation, and proof of legal authorization to operate in Pakistan. If the Bidder is an unincorporated legal entity, then proof of that legal entity's existence must be provided.
- (b) In the case of a Consortium, the members of the Consortium shall enter into a binding Joint Bidding Agreement for the purpose of submitting the Bids. The Joint Bidding Agreement to be submitted along with the Bid shall, inter alia;
- i. convey the intent to form a Project Company (with shareholding/ ownership equity commitment(s) in the Project Company in accordance with this Request for Proposals), which would enter into the Concession Agreement and subsequently perform all the obligations of the Operator in terms of the Concession Agreement, in case the Concession to undertake the Project is awarded to the Consortium;
 - ii. clearly outline the proposed roles and responsibilities, if any, of Consortium Members (including each Member);
 - iii. commit the minimum equity stake to be held by each Member;
 - iv. commit that all of the Members (whose participation will be evaluated for the purposes of this Request for Proposals) shall subscribe to a cumulative of 100% of the paid-up shares capital of the Project Company and subscribe to the shares in the Project Company;
 - v. provide for the members of the Consortium to undertake that they shall collectively submit/ include a statement to the effect that all the Consortium Members shall be liable, jointly and severally, for all obligations of the Operator in relation to the Project until the expiry of the Concession Agreement; and
 - vi. except as provided under this Request for Proposals, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.
- (c) In case of a single Bidder (not being a Consortium), it must provide an undertaking that it shall be liable for all obligations of the Operator in relation to the Project until the expiry of the Concession Period.

FORM B - POWER OF ATTORNEY

A. POWER OF ATTORNEY TO AUTHORIZE A PERSON TO SIGN THE DOCUMENTS

NOTES FOR EXECUTION OF POWER OF ATTORNEY

- *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 charter documents of the executant(s), and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, each Bidder (or if the Bidder is a Consortium, each Consortium Member) shall provide a written power of attorney substantially in the form attached hereto FORM B OF **ANNEX 2** (FORMS), duly stamped and notarized, indicating that the person(s) signing the Bid has/have the authority to sign the Bid and thus, the Bid is binding upon the Bidder during the full period of its validity.*
- *This Power of Attorney shall be notarized with the Notary Public.*
- *The Power of Attorney should comply with the requirements set out in Instructions to Bidders of Volume I (Bidding Procedure) of the Request for Proposals.*
- *Please find below the form and substance of the Power of Attorney.*

FORM B - POWER OF ATTORNEY

**FORM OF POWER OF ATTORNEY RELATING TO THE SINDH EDUCATION
MANAGEMENT ORAGNIZATIONS**

[On stamp paper of at least Rs. 200]

On this day of

Before me

The Notary in this office

The undersigned

Mr./Ms.: _____

In his/her capacity as: _____

Nationality: _____

Holder of Passport or CNIC No: _____

Issued from: _____

Dated: _____

Residing at: _____

Hereby appoints Mr./ Ms. _____ in his/ her capacity as _____, to:

- (a) Execute under hand, or under seal, and deliver to the competent authorities all the documents listed in Schedule 1 attached hereto;
- (b) Deliver and receive any document or instrument in relation to the documents listed in Schedule 1 attached hereto; and
- (c) Do all things necessary and incidental in respect of the matters set out herein including to do, execute and perform any other deed or act ought to be done executed or performed to perfect or otherwise give effect to the documents listed in Schedule 1.

And is hereby authorized to appoint others for all or part of the powers delegated by the present Power of Attorney.

SCHEDULE - 1

- A. DATED: [INSERT DATE OF EXECUTION]

- B. THE GRANTOR: [INSERT NAME OF PROSPECTIVE BIDDER/
CONSORTIUM MEMBER]

- C. THE ATTORNEY: [INSERT NAME OF REPRESENTATIVE LEAD
MEMBER]

- D. PLACE IN WHICH DOCUMENTS ARE TO
BE EXECUTED AND DELIVERED: PUBLIC PRIVATE PARTNERSHIP (PPP NODE)
SCHOOL EDUCATION & LITERACY
DEPARTMENT, GOVERNMENT OF SINDH
KARACHI, PAKISTAN

- E. DOCUMENTS: ALL DOCUMENTS IN RESPECT OF THE
AUTHORITY'S APPLICATION IN RELATION TO
THE PROJECT.

IN WITNESS WHEREOF the Grantor has executed this Power of Attorney **[under seal]** on the date set out above.

[SEAL])
)
)

[NAME / TITLE OF GRANTOR REPRESENTATIVE]

WITNESSES: WITNESS 1:

.....
NAME:
CNIC / PASSPORT NUMBER:
ADDRESS:

WITNESS 2:

.....
NAME:
CNIC / PASSPORT NUMBER:
ADDRESS:

ACCEPTED & AGREED

.....
..... (SIGNATURE)
(NAME, TITLE AND ADDRESS OF THE ATTORNEY)

[NOTARISED]

FORM B - POWER OF ATTORNEY

B. POWER OF ATTORNEY FOR APPOINTMENT OF LEAD MEMBER

NOTES FOR EXECUTION OF POWER OF ATTORNEY

- *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 charter documents of the executant(s), and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *This Power of Attorney for the appointment and authorization of Lead Member is to be executed by the authorized representative of each Consortium Member (appointed pursuant to a Power of Attorney in Form B. (Power of Attorney to Authorize a Person to Sign the Documents)).*
- *This Power of Attorney shall be on stamp paper of at least PKR 200/- and notarized with the Notary Public.*
- *The Power of Attorney should comply with the requirements set out in Instructions to Bidders of Volume I (Bidding Procedure) of the Request for Proposals.*
- *Please find below the form and substance of the Power of Attorney.*

Whereas, the School Education & Literacy Department, Government of Sindh (the '**Authority**') has invited Bids for the 'Management & Operation of Girls Elementary Public Sector Schools Under Public Private Partnership Mode **PACKAGE 3** (DISTRICT: *Khairpur, Larkana, Sukkur & Ghotki*) (the '**Project**') pursuant to the Request for Proposals document issued on [●] by the Authority (as amended from time to time) (the '**RFP**');

Whereas, _____, _____ and _____ (each hereinafter referred to individually as a '**Consortium Member**' and collectively as '**Consortium Members**') have formed a consortium (the '**Consortium**') in accordance with the requirements of the RFP and have executed a Joint Bidding Agreement as per the requirements of the RFP;

And Whereas, the Consortium Members issue this Power of Attorney for the appointment and authorization of the '**Lead Member**' with all necessary powers and authority to represent and irrevocably bind all the Consortium Members in all matters connected with the Bidding Process and during the execution of the relevant agreements in relation to the Project, in case the Consortium is awarded the Project.

Know all men by these presents

We, _____, having our registered office at _____, M/s. _____, having our registered office at _____, and M/s. _____, having our registered office at _____, do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s _____, having its registered office at _____, being one of the Consortium Members, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the '**Attorney**') and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bidding Process being conducted by the Authority pursuant to the RFP

and to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the Project, including but not limited to signing and submission of our Bid, all applications and other documents and writings, participate in conferences/ meetings, respond to queries, submit information/ documents, sign and execute contracts and undertakings including the acceptance of Notification of Award, as applicable (if awarded the Project) and generally to represent the Consortium in all its dealings with the Authority [(and the GoS)], and/ or any other governmental agencies or any person, in all matters in connection with or relating to or arising out of the Consortium's Bid and its acceptance by the Authority.

We hereby ratify all prior and future acts, deeds and things lawfully by the Attorney in relation to the Project (including with respect to the submission of our Bid in response to the RFP) pursuant to this Power of Attorney, and we hereby agree that all prior and/ or future acts, deeds and things done by the Attorney in relation to the Project (including with respect to the submission of our Bid in response to the RFP) shall, and shall always be deemed to have been done by us.

In witness whereof we, the above named, have executed this Power of Attorney on this _____ day of _____ 20____.

For: _____

(Signature)

(Name, Title and Address)

For: _____

(Signature)

(Name, Title and Address)

For: _____

(Signature)

(Name, Title and Address)

WITNESSES:

WITNESS 1:

WITNESS 2:

.....

.....

NAME:

NAME:

CNIC / PASSPORT NUMBER:

CNIC / PASSPORT NUMBER:

ADDRESS:

ADDRESS:

(Executants)

(To be executed by all the Consortium Members in favour of the Lead Member)

FORM C - CONFLICT OF INTEREST STATEMENT

RELATING TO THE SINDH EDUCATION MANAGEMENT ORGANIZATIONS

RELATING TO THE SINDH EDUCATION MANAGEMENT ORGANIZATIONS

Date: *[Insert date]*

To:

The Senior Director,
PPP Node, School Education & Literacy Department,
Office of the Public Private Partnership Node, Behind Capri Cinema near Coast Guards
Headquarter, Doli Khata Soldier Bazar, Karachi,
Karachi, Pakistan.

**Re: MANAGEMENT & OPERATION OF GIRLS ELEMENTARY PUBLIC SECTOR
SCHOOLS UNDER PUBLIC-PRIVATE PARTNERSHIP MODE (PACKAGE 3
(DISTRICT: KHAIRPUR, LARKANA, SUKKUR & GHOTKI)**

We, the undersigned, are not aware of any conflict or potential conflict arising from prior or existing contracts or relationships which could materially affect our capability to comply with our obligations under the Request for Proposals document issued by the Authority for the Project.

In particular, other than as disclosed below, we have no prior or existing contracts, negotiations or relationships with the Authority, 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

Yours Sincerely,

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

**FORM D – INTEGRITY PACT, DECLARATION OF FEES,
COMMISSION AND BROKERAGE ETC. PAYABLE BY THE BIDDERS**

(To be completed by Bidder and in case of Consortium each Consortium Member)

CONTRACT TITLE: MANAGEMENT & OPERATION OF GIRLS ELEMENTARY PUBLIC SECTOR SCHOOLS UNDER PUBLIC PRIVATE PARTNERSHIP MODE (PACKAGE 3 DISTRICT: KHAIRPUR, LARKANA, SUKKUR & GHOTKI)

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

Without limiting the generality of the foregoing, *[Insert the name of 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.

[Insert name of 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. *[Insert the name of 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.

It agrees 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 instruments, be voidable at the option of the GoS.

Notwithstanding any rights and remedies exercised by the GoS in this regard, the *[Insert name of 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 times 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.

**Acknowledged, Accepted & Agreed
For & On Behalf of:**

**SCHOOL EDUCATION & LITERACY
DEPARTMENT, GOVERNMENT OF
SINDH
through its duly authorized signatory**

(Signatures)
Name:

**Acknowledged, Accepted & Agreed
For & On Behalf of:**

**[INSERT NAME OF BIDDER]
through its duly authorized signatory**

(Signatures)
Name:

Designation:

Designation:

Form E - Bid Security Form

Note: This form is to be used in case Bid Security is furnished in the form of a bank guarantee. Bid Security submitted in the form of a bank guarantee or otherwise, shall be included in the Financial Bid Envelope).

RELATING TO THE GIRLS' ELEMENTARY PUBLIC SCHOOLS PROJECT

Date: [Insert date]

To:

The Secretary to Government of Sindh,
School Education & Literacy Department,
1st Floor, Tughlaq House, Kamal Ataturk Road,
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, [Insert the name of issuing bank], being the Guarantee issuing bank (the **Issuing Bank**), understand that the following party/ parties have responded or intends to submit Bid in response to the 'Request for Proposals issued by the School Education & Literacy Department, Government of Sindh, dated [●] in relation to the '**Management & Operation of Girls Elementary Public Sector Schools under Public-Private Partnership Mode PACKAGE 3 (DISTRICT: Khairpur, Larkana, Sukkur & Ghotki)**' (as amended and/or supplemented or as clarified from time to time) (the '**Request for Proposals**'), by submitting their respective formal proposals/ Bid:

[Name of the Bidder], a [Insert legal status] existing under the laws of [Insert Country] having its [registered office or place of business] located at [Insert address], for the **PACKAGE 3 (DISTRICT: Khairpur, Larkana, Sukkur & Ghotki)** (the Bidder, which expression includes its successors, assignees and transferees).

Further, We, the Issuing Bank, understand that pursuant to the Request for Proposals, the Bidder is required to provide the Government of Sindh (the Beneficiary) a Bid Security in the form of a bank guarantee equal to PKR [●] issued by a scheduled commercial bank operating in Pakistan (with a minimum credit rating of at least 'A-' as rated by JCR VIS or an equivalent rating by 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 any other entity or without any recourse or reference to the Request for Proposals 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 (the 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 Request for Proposals.

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

- (i) Bids Submission Deadline + twenty-eight 28 Days, i.e., a total of one-hundred and eighteen (118) 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 honor 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; however, 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 may be 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, 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 Pakistani law and the laws of the jurisdiction where this Guarantee is issued.

Authorized signatory: _____

Date: _____

Place: _____

Authorized signatory: _____

Date: _____

Place: _____

FORM F - FINANCIAL BID FORM

RELATING TO THE SINDH EDUCATION MANAGEMENT ORGANIZATIONS

Date: *[Insert date]*

To:

The Senior Director,
PPP Node, School Education & Literacy Department,
Office of the Public Private Partnership Node, Behind Capri Cinema near Coast Guards
Headquarter, Doli Khata Soldier Bazar,
Karachi, Pakistan.

**Re: MANAGEMENT & OPERATION OF GIRLS ELEMENTARY PUBLIC SECTOR
SCHOOLS UNDER PUBLIC-PRIVATE PARTNERSHIP MODE (PACKAGE 3
(DISTRICT: KHAIRPUR, LARKANA, SUKKUR & GHOTKI)**

Ladies and/or Gentlemen,

Having carefully examined the Request for Proposals document, 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 Price PKR [●]/- (Pakistani Rupees [●] Only)¹

The Bid Price as per Section 6.4.2 (f) of the Request for Proposals is provided in Attachment 1 to this Financial Bid Form for **PACKAGE 3 (DISTRICT: Khairpur, Larkana, Sukkur & Ghotki)**. In addition, a copy of the Financial Model, as required to be submitted in accordance with Section 6.4.2 (f), is provided on a 'Microsoft Windows' readable USB memory stick submitted with the Financial Bid.

We acknowledge that the Financial Bid we have submitted will remain fixed and will be only indexed in accordance with the terms and conditions of the draft Concession Agreement.

We acknowledge and agree that the Authority will not be responsible for any errors or omissions on our part in preparing this Financial Bid and the Bid Price, and we shall indemnify the Authority fully in connection therewith.

[Signature]

In the capacity of *[Insert position title]*

Authorized to sign this Financial Bid Form of *[Insert the name of Bidder]*

¹ **Bid Price** = Net Present Value calculated using the Discount Rate of the total bid that includes capital cost, operational cost, soft costs, contingencies, Management Fee, and other applicable duties and taxes, as will be set out in each Bidder's Financial Bid (*refer to the Budget Guidelines*).

ATTACHMENT 1 TO THE FINANCIAL BID FORM – BID PRICE

(to be included in the Financial Bid Envelope)

THE FINANCIAL BID FORM – BID PRICE

Attachment 1 to Form F (*FINANCIAL BID FORM*) comprises a Financial Model in Microsoft Excel spreadsheet form, **available in an editable version for the prospective Bidders to download via Authority’s website <https://tinyurl.com/rfpro>**, setting out all the amounts in PKR and includes all the information required from the Bidder in terms of Form F (*FINANCIAL BID FORM*) of **ANNEX 2 (FORMS)** of Volume I (*BIDDING PROCEDURE*) of the Request for Proposals document.

To standardize the calculation of the Bid Price, the Bidder is required to complete the relevant Financial Model (using the Microsoft Excel File) consistent with the guidance (Budget Guidance Notes for Bidders), the Bidder’s Technical Proposal, and the Authority’s Project scope of work to be undertaken by the Successful Bidder during the Concession Period.

Financial Model comprises the following:

- (A) Form F – 1: Budget Summary
- (B) Form F – 2: Budget Guidelines
- (C) Form F – 3: Detailed Operational Budget
- (D) Form F – 4: Working Sheet

FORM F – 1: SUMMARY OF BUDGET

Bidder (*Insert name of Bidder*)

PACKAGE 3: KHAIRPUR, LARKANA, SUKKUR & GHOTKI

FORM G – CURRICULUM VITAE FOR THE PROPOSED KEY STAFF

RELATING TO THE GIRLS' ELEMENTARY PUBLIC SCHOOLS PROJECT

1. **Proposed Key Staff** (*only one Key Staff shall be nominated for each position*): _____
2. **Name of Bidder or Consortium Member** (*insert name of Member proposing Staff*): _____
3. **Name of Staff** [*Insert full name*]: _____
4. **Date of Birth:** _____ **Nationality:** _____
5. **Education** [*Indicate college/ university and specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____
6. **Membership of Professional Associations:** _____
7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____
8. **Countries of Work Experience** [*List countries where staff has worked in the last twenty years*]: _____
9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____
10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held*]:

From [Year]: _____ To [Year]: _____
Employer: _____ Positions held: _____
11. **Detailed Tasks Assigned** [*List all tasks to be performed under this Project*]: _____
12. **Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned** [*Among the projects in which the Staff has been involved, indicate following information for those projects that illustrate staff capability to handle tasks listed under point 11.*]:
Name of assignment or project: _____ Year: _____
Location: _____ PA or Client: _____
Main project features: _____ Positions held: _____
Activities performed: _____

13. Certificate

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. **I understand that any wilful misstatement described herein shall lead to disqualification or dismissal, of the Bidder or Consortium Member or Key Staff** in accordance with Applicable Evaluation Documents.

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

Full name of the Bidder's representative authorized to sign the Bid: _____

ANNEXURE 3 - DRAFT CONCESSION AGREEMENT

[DRAFT OF THE CONCESSION AGREEMENT INCLUDED AS SEPARATE ATTACHMENT – Volume II OF THE REQUEST FOR PROPOSALS]

ANNEXURE 4 - CONTENT OF TECHNICAL BID

No	Sections to be submitted
(i)	<p>Schools' Management Experience:</p> <ul style="list-style-type: none"> • Demonstration of Bidder's expertise, skills set, and record of successful experience necessary to start, manage, and grow a group of high-performing schools. Add more empirical evidence (school registration certificate and/ or partnership agreement suffice to prove Bidder's eligibility concerning experience).
(ii)	<p>Proposed Methodology and Work Plan: Bidder should cover the following:</p> <ul style="list-style-type: none"> • A detailed analysis of local and situational contexts, identified needs of selected Package Facilities. A detailed site visit and meetings with school staff, SMC/parents, students and respective DEO offices should be reflected in the Technical Bid. • Description of the strategy to improve governance, access, and quality of education in all the Facilities as set out in ANNEX 8 (DETAILS OF FACILITIES). • A detailed mechanism for optimal maintenance of all the Facilities and provision of a conducive learning environment for students and school staff. • Detailed summary on EMIS and maintenance of school records as mentioned in KPIs. • A detailed administrative mechanism and strategy to coordinate with school staff, district, and provincial authorities to ensure the smooth implementation of the reform leading to improved management and a conducive learning environment for every child in all facilities outlined in Annex 8 (Details of Facilities) within the Package. Detailed strategy for enhancing teachers' assessment literacy and improving student assessment system in all Facilities in the Package. • Strategy for staff recruitment and retention following an open, transparent, and merit-based system. • Strategy for teachers' professional development based on National Professional Standards for Teachers in Pakistan². • Strategy to integrate technology using computer lab and multipurpose hall to improve teaching and learning. • A detailed description of teaching methodologies to achieve students learning outcomes and improve individual students' learning needs. • Explanation of methodology to engage school management committee, parents and communities in school development especially enhancing girls' enrolment, attendance and graduation. • A school 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 multipurpose, health room, science, and computer laboratories.

	<ul style="list-style-type: none"> • Plan to provide an alternative energy source for schools, e.g., solar electrification in all the Facilities available in ANNEX 8 (DETAILS OF FACILITIES). • A detailed work plan of ten academic years with a supporting narrative. • In a case where the number of grades exceeds the number of classrooms in a school, the Bidder is expected to propose a comprehensive multi-grade teaching strategy which may include teacher training, lesson planning, student assessment, classroom management, etc. • A statement of commitment to the pool and engaging additional resources that are required to attain KPIs.
(iii)	<p>Key Staff qualifications and competence for the assignment:</p> <ul style="list-style-type: none"> • Comprehensive job descriptions for Key Staff and plan for successfully recruiting qualified individuals having domicile of Sindh against the Key Staff positions or sanctioned strength in alignment with the Budget Guidelines.
(iv)	<p>Description of the strategy to achieve the Key Performance Indicators (KPIs)</p>
(v)	<p>Description of Exist Strategy to hand over the Facility back to the Authority</p> <ul style="list-style-type: none"> • It is expected that EMOs will adopt a gradual approach to ensure that improvements brought during the Concession Period will be sustainable after the completion of the Project.

ANNEXURE 5 - TECHNICAL EVALUATION CRITERIA

Only Bidders whose Technical Bids obtain at least 70% (seventy percent) of maximum marks and not less than 50% (fifty percent) 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 6.4:

(i) Experience– Bidder, in case of a Consortium the Lead Member alone, relevant experience in management and operation of schools during the last twenty (20) years:

a)	+10 years' experience of minimum 10 or more schools	[10]
b)	+5 years' experience of minimum 10 or more schools	[08]
c)	10 years' experience of minimum 5 or more schools	[06]
d)	5 years' experience of minimum 5 or more schools	[05]
Total points for criteria (i):		(10)

(ii) Proposed Methodology and Work Plan– Bidder, in case of a Consortium all Members combined, proposed methodology and work plan:

a)	Understanding of the local context encompassing the province, district, taluka and UC where the facilities exist.	[04]
b)	Strategy to improve governance, access and quality of education	[05]
c)	Detailed administrative and coordinating mechanism	[04]
d)	Strategy for enhancing teachers' assessment literacy and improving student assessment system	[05]
e)	Strategy for School-based Staff recruitment process	[02]
f)	Strategy for teachers professional development based on National Professional Standards for Teachers in Pakistan	[04]
g)	Strategy to integrate technology using computer lab and multipurpose hall to improve teaching and learning	[03]
h)	Plan for data collection, data analysis, and data management	[03]
i)	Plan for community engagement in school activities, including enhancing students' enrollment, attendance, and retention	[02]
j)	Plan for co-curricular activities, including regular sports activities	[02]
k)	Plan for establishing and optimal utilization of the solar system, surveillance system, science and computer laboratories	[02]
l)	Work plan for ten academic years (Gantt Chart, supported with narrative)	[04]
Total points for criteria (ii):		(40)

(iii) Key Staff qualifications and competence for the assignment: Bidder, in case of a Consortium all the Members combined, shall propose the Key Staff, including:

Points maximum weightage criteria (Qualification 25%, Experience 70%, Understanding of the local context verifiable from the proposed staff experience in local region 5%)							
Proposed Key Staff	Qualification	Weightage	Experience	Weightage	Understanding of local context		

b)	Contract / Compliance & Accounts Manager	Master's degree or above in Project Management/ Business Administration, CA/ACCA/ICMA or equivalent	25%	≥ 15 years' experience in monitoring and/ or auditing and/ or compliance assessment in a regulatory and/ or the social sector	70%	Have sufficient understanding of local context	5%	[10]			
		Bachelor's degree in project management/ business administration/ CA/ACCA/ICMA (part qualified) or equivalent	15%	≥ 12 years and < 15 years	60%				Have sufficient understanding of local context	5%	
				≥ 09 years and < 12 years	40%						
				≥ 06 years and < 09 years	20%						
									60%		
									40%		
									20%		
d)	Education Expert	Master's degree or above in Education or equivalent	25%	≥ 15 years' experience in leading and/ or managing the activities (training, assessment, and monitoring) under the education sector	70%	Have sufficient understanding of local context	5%	[10]			
		Bachelor's degree in education or equivalent	15%	≥ 12 years and < 15 years	60%				Have sufficient understanding of local context	5%	
				≥ 09 years and < 12 years	40%						
				≥ 06 years and < 09 years	20%						
			15%						60%		
									40%		
									20%		
Total points for criteria (iii):								[20]			

Note for Eligible Key Staff: Each Key Staff proposed by the Bidder in its Technical Bid shall work on a regular and dedicated basis to perform the functions relating to the Facilities' operation and management during the Concession Period. The Bidder's proposed Key Staff shall be, inter alia, responsible for leading, monitoring, and overseeing the Project-related functions and tasks at a strategic and operational level as identified in the Request for Proposals document or proposed by the Bidder in its Technical Bid to achieve Key Performance Indicators during the Concession Period. For clarity purposes, any individual proposed by a Bidder as a Key Staff shall not perform the functions against the dual positions or more than a single position or job roles as required in this Request for Proposals.

(iv) Key Performance Indicators

a)	A detailed strategy to achieve KPIs under all the Facilities listed in ANNEX 8 (DETAILS OF FACILITIES)	[15]
Total points for criteria (iv):		(15)

(v) Development Plan and Exit strategy:

a)	Exit strategy to ensure the sustainability of improved school governance and management systems	[05]
Total points for criteria (v):		(05)

(vi) Financial Strength– Bidder, in case of a Consortium all Members combined, net worth at the end of each year of the last two (2) financial years as per Section 4.3 EC:

a)	≥ PKR 60 million	[10]
b)	≥ PKR 50 million and < PKR 60 million	[09]
c)	≥ PKR 40 million and < PKR 50 million	[08]
d)	≥ PKR 30 million and < PKR 40 million	[07]
e)	≥ PKR 20 million and < PKR 30 million	[06]
f)	≥ PKR 10 < PKR 20 million	[05]
Total points for criteria (vi):		(10)

NOTE: Bidders whose Bid is found as the Best Evaluated Bid and awarded the Concession under the Applicable Evaluation Documents shall ensure to execute of the Project during the Concession Period in line with minimum service delivery standards set out in this document together with the proposed methodology, plans, Key Staff, etc., shared with the Bid, based on which the Evaluation Committee has evaluated and marked the Technical Bid.

Total points for Technical Evaluation Criteria: 100

The minimum technical score required to pass is **70 Points** overall and a minimum of **50% Points** in each sub-section from I to VI listed above.

ANNEXURE 6 – FINANCIAL STRUCTURE FOR THE EMOs

The EMO shall be solely responsible to manage, operate and maintain the schools as per industry best practice to improve access to and quality of education. Specifically, the EMO shall be responsible to perform its duties in accordance with the terms and conditions specified in the Request for Proposal, draft Concession Agreement and its Technical Proposal. The Government is responsible to reimburse the actual expenditure, certified by the IE and IA strictly within the budgetary limits of the financial proposal and guidelines specified in the bidding documents. The EMO would bear the risk of cost overruns, or any additional expenditure required to perform its duties in accordance with the KPIs, scope of work and technical proposal, which is not covered in its financial bid without compromising the quality of education.

Salary of Government staff:

- Salary of Government Staff will continue to come from the office of Accountant General (AG) Sindh. The EMO will only bear the cost of EMO hired staff.

Hiring of School-based EMO Staff

- Operator, in consultation with the Independent Expert, shall recruit the School-based Staff (teaching) following an open and transparent process, with a preference for local residents considering the minimum employment criteria mentioned in the Budget Guidelines or set by the Government, prevailing at the time of recruitment for the respective staff.
- EMO shall ensure to release salaries and other expenses incurred through the only from the designated bank accounts during the Concession Period. The EMO shall release the salaries to the School-based Staff by the fifth (5th) Date of each month, including summer vacation months, as notified by the Government.
- The EMO shall appoint the School-based Staff (teaching & coordinators) at the minimum monthly salary of PKR 32,000/- (thirty two-thousand per month) – with an annual increment of 10% in the minimum initial wage payment or more, depending upon the performance during the Concession Period, by considering the actual number of staff required to ensure an optimal student-teacher ratio and availability of subject specialists at all times during the Concession Period. Provided, however, that the Operator shall appoint the School-based Staff on a contractual basis initially for one year, extendable further upon the satisfactory performance cum-need basis, considering the actual or real demand with the student-teacher ratio (30/1), which may vary from time to time during the Concession Period. The Operator may terminate its hired Staff (School-based Staff) at any time by offering one (1) month notice during the contract, subject to the reasonable grounds and justifications communicated in writing to the Authority and Independent Expert. During one (1) month, the Operator shall appoint the respective Staff after considering the minimum student-teacher ratio and availability of subject specialists, following an open and transparent process, or hiring someone from the pool of candidates already shortlisted during the initial stage.
- In addition, the EMO is required to hire School-based Coordinator for each Facility in the package, who would be responsible for supporting school head in operations and implementing EMO's interventions for improving quality education in school.
- Carefully Note and Be Cautious: Unless and otherwise required under the applicable laws, the Operator, at its level on account of social or any other event whatsoever, shall not deduct or request any amount from the minimum monthly salary payable to the School-based Staff or the Authority's staff, whether it is teaching or non-teaching staff. Any non-compliance with the given instructions, including those as set out in the Request for Proposals, during the Concession Period shall amount to tantamount the

violation of the Authority's terms and conditions, which may be a cause for sufficient ground for termination of the Contract, including forfeiture of the performance security and blacklisting such Operator as per the Applicable Evaluation Documents, including the Regulations for Blacklisting of Bidders, Contractors, Suppliers, and Consultants, 2023, as notified by the SPPRA.

- This expenditure will be reimbursed on an actual basis.

Hiring of Key Staff

- The EMO is required to hire 2 Key Staff Members i.e. Accounts & Compliance Manager and Education Expert, by utilizing Budget for Key Staff. Such key Staff would be specifically dedicated to this Package only and will be responsible for undertaking and overseeing the Project-related activities on a dedicated and regular basis under a specified Package in accordance with their job description during the Concession Period. The salary for each Key Staff shouldn't be less than PKR 120,000/- per month with an annual increment of at least equivalent to CPI or more, depending upon the performance.
- Any additional Key Staff Member may be hired from Management Fees.
- This cost head shall be utilized for any deductions based on evaluating the Key Performance Indicators.

SMC fund

- SMC funds will be disbursed by the SELD to respective SMCs of schools as per current practice.
- EMO will provide technical support to SMCs formation as per rules in preparation for the School Improvement Plans (SIPs), approval of SIPs by the General Body of SMCs, and implementation of SIPs.
- SIPs will not be restricted to SMC funding only and may also include resources such as private sector resources.

Utilities/ Bills/Internet/ Fees

- Utilities/ bills will be paid by the EMO in a timely manner and will be reimbursed on an actual basis within the budget limits.

Girls Stipend and stipend based on BISP Scorecard

- A stipend is a specific amount of money allocated to girl students in all public schools since 2006. There are two types of stipends, i.e., the Girls Stipend and the Stipend on the BISP scorecard. EMO should keep informing the beneficiaries, including the parents, about these opportunities and facilitate them in the process.

School Consolidation and Clustering Policies

- Facilities mentioned in this Package will adhere to Authority's School Consolidation Policy. The EMOs shall be responsible for collaboration with the respective Directorate and District Education Offices to ensure the implementation of the Policy.

Repair and Maintenance

EMO will be responsible for the routine repair and maintenance of all the Facilities included in the Package by utilizing the budget the repair and maintenance fixed by the Authority in the Financial Model. The Budget under this category is non-lapsable. Any savings shall be carried forward to the next year without any inflationary adjustment.

School Furniture and Equipment

- The Facilities under this Package will have furniture, fixtures and/or electrical equipment at the time of Facilities handing over. However, the EMOs may require additional furniture/equipment or repairing of existing furniture/equipment for all the Facilities during the Concession Period by utilizing the Budget for Non-current assets.
- The Budget for non-current assets shall be utilized after need assessment and prior approval of IE, IA and/or Authority on the basis of reasonable ground and valid justification for all the Facilities listed in ANNEX 8 (DETAILS OF FACILITIES) to make all the Facilities fully functional and operational at the Operator's level during Concession Period.
- The Operator shall maintain the fixed assets register properly filled in and updated to record all the non-current (fixed) assets purchased for all the Facilities listed in ANNEX 8 (DETAILS OF FACILITIES) at all times during the Concession Period. The Authority or Independent Expert/Auditor may check or call such information with a complete or partial record for verification or cross-check report at any time during Concession Period.

Solar Energy System

- The Facilities under this Package will have solar energy system. However, the system may require upgradation or repairing/replacement of existing system for all the Facilities during the Concession Period
- The Budget for non-current assets shall be utilized for such upgradation or repairing/replacement after need assessment and prior approval of IE, IA and/or Authority on the basis of reasonable ground and valid justification for all the Facilities listed in ANNEX 8 (DETAILS OF FACILITIES) to make all the Facilities fully functional and operational at the Operator's level during Concession Period.
- The Operators have to make sure that functional solar system remain available throughout the Concession Period, and it must be sufficient to energize the school premises including computer labs.

Computer Lab

- The Facilities under this package may have computer labs. However, the EMO may require additional equipment or repairing/upgrading the existing equipment for all the Facilities during the Concession Period by utilizing the Budget for Non-current assets.
- The Budget for non-current assets shall be utilized after need assessment and prior approval of IE, IA and/or Authority on the basis of reasonable ground and valid justification for all the Facilities listed in ANNEX 8 (DETAILS OF FACILITIES) to ensure the availability of functional computer lab at all the Facilities.
- The Operators have to make sure that functional computer labs having at least 10 PCs of advanced model should remain available throughout the Concession Period.
- At least one (01) Smart Interactive Screen to be installed in each school along with an appropriate sound system for digital learning initiative.

Inclusive Education Initiative

- The Operators shall ensure that the school infrastructure and facilities are accessible and safe for children with special needs. The schools should have ramps, handrails and accessible toilets to facilitate children with physical disabilities. Measures such as marking boundaries and stairs in high contract can facilitate students with visual

impairment. Some of the measures the teachers can take for responding to needs to children with special needs include provision of assistive devices where required, use of big sized high contrast learning material; use of braille and tactile books; use of audio-visual aids with captions; paying close attention to the classroom arrangement and seating of the child with special needs; engaging in-person or online sign language interpreters; giving extra time to such students after regular school hours etc.

- Ensure continuous professional development (CPD) of staff with regards to Inclusive Education.
- The inputs amount under this Budget head is fixed by the Authority and shall be reimbursed on actual basis. Further, the budget under this category is non-lapsable. Any savings shall be carried forward to next year without any inflationary adjustment. However, the Successful Bidder cannot claim any unutilized amount of any sort of the budget upon termination of the Concession Agreement

Management Fees

- The EMO may include Management Fee in its Financial Proposal for the services to be rendered during the Concession Period which will be paid to the EMO based on performance (KPI score) and is subject to the Annuity Amount Adjustment Formula set out in the Concession Agreement and other terms & conditions set out in the Request for Proposals document.
- This Budget head for Management fees refers to and, inter alia, includes the estimated cost for the following:
- Undertake the field monitoring of the Facilities and/or any other visits in relation to the Project by the project's staff;
- Hiring of additional Key Staff.
- Any other costs for the organization's time, intellect, and expertise that it would bring to the Project.
- Cost of any other activity as specified in the Concession Agreement and Technical Proposal but not covered elsewhere in the Bid Price, to ensure achieving the Project's Key Performance Indicators throughout the Concession Period.

Performance based deductions

- The Operator will be entitled to the Annuity Amount Payments under the category of Budget for Operational expenditure, Key Staff Salary and Management Fees subject to Performance-based deductions on the basis of Annuity Amount Payment Adjustment Events. Expenditure in all other budget heads will be paid as per actual subject to the budget guidelines and satisfaction of IA.

ANNUITY AMOUNT PAYMENT AND FUNDING

The Authority shall be responsible for Annuity Amount Payment at each Annuity Amount Payment Date subject to Annuity Amount Adjustment, as more detailed in the Concession Agreement.

In respect of each Quarter, within five (05) Days of the Annuity Amount Payment Evaluation Date relating to an Annuity Amount Payment Date, the Operator shall submit the Quarterly Progress Report (QPR) to the Independent Expert and simultaneously the Quarterly Expense Summary (QES) along with supporting evidence to the IA; subsequently, the Independent Expert shall issue a verified evaluation report within next fifteen (15) Days to the Independent Auditor with the copy to the Authority and Operator. The Independent Auditor will issue a written certificate within five (05) Days in respect of such Annuity Amount Payment Date (the '**Annuity Amount Payment Certificate**') to the Operator, the Authority, and the Authority Annuity Amount Payment Account Bank.

The Authority Annuity Amount Payment Account shall be operated through irrevocable standing instructions given to the Account Bank in the form and manner specified in the Concession Agreement.

The following events (as certified in writing by the Independent Expert) 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) the Facility has remained out of operation at any time during an Academic Year; or
- (b) the Independent Expert determines that:
 - (i) the Operator has not met any one or more of the KPIs or has failed to attain the requisite percentage of any particular KPI;
 - (ii) the Operator has failed to maintain the Facility in accordance with the provisions of this Agreement (as permitted in the Reporting Forms, if applicable) and Budget Guidelines, irrespective of whether the Facility has been functioning properly or not; and
 - (iii) the Key Staff has failed to perform roles and responsibilities as set out in Concession Agreement.

ESCROW MECHANISM

The quarterly payments will be disbursed to the Operator via an escrow mechanism. The escrow mechanism services are to be rendered by an Escrow Bank. The Escrow Bank charges a fee as consideration for the services rendered by it. The Bidder, in order to make the Bid a Responsive Bid, shall incorporate the yearly cost (the 'Escrow Bank Fees') of the Escrow Bank in the Financial Bid. The Escrow Bank Fees are to be estimated on a yearly basis as per the schedule given below:

If yearly costs estimated by the Bidder are:

- i. less than Rs. 25 million per year, the “Escrow Bank Fees” shall be Rs. 5,000/- per annum
- ii. in between Rs. 25-50 million per year, then the “Escrow Bank Fees” shall be Rs. 20,000/- per annum;
- iii. more than Rs. 50 million per year, then the “Escrow Bank Fees” shall be Rs. 60,000/- per annum.

The Financial Bid shall be quoted in Pakistani Rupees (PKR).

CALCULATION OF PAYABLE ANNUITY AMOUNT PAYMENT

The Payable Annuity Amount Payment for a particular period shall be calculated based on actual expense incurred in the Reimbursable Budget Heads, as certified by the IA on the basis of sufficient and satisfactory supporting documents and in accordance with the terms and conditions specified in the Concession Agreement including Financial Model, along with Budget for Operational Expenditure and Management Fees. However, the Budget for Operational Expenditure, Management Fees and Salary of Key Staff (the Adjustment Heads) shall be utilized for calculating Annuity Amount Adjustment Amount.

The KPI score (%) shall be applied to the Adjustment Heads of the relevant quarter for calculating Annuity Amount Adjustment Amount.

The total Annuity Amount Payment Adjustment Amount, if any, shall be deducted from the management fees only of the relevant period. In case of total depletion of quarterly Management Fees due to Annuity Amount Payment Adjustment Amount, the remaining amount shall be deducted from the Management Fees of the subsequent quarter except for the last quarter in which the Annuity Amount Payment Adjustment Amount shall be deducted from the total Annuity Amount Payment Amount.

FUNDING OF ANNUITY AMOUNT PAYMENTS

The Authority shall pre-fund the Authority Annuity Amount Account with at least two (02) Annuity Amount Payments required in the subsequent quarters in accordance with the Annuity Schedule prior to the issuance of Effective Date Notification.

Subsequently, within five (5) Days of each Annuity Amount Payment Date, the Authority shall fund the Authority Annuity Amount Payment Account in such manner that the Annuity Amount Payment for the subsequent two quarters as per Annuity Amount Payment Schedule remain available throughout the Concession period.

Note: The Independent Expert and Independent Auditor shall use the Management Fee, Budget for Operational Expenditure and Key Staff Salary Heads of the given period for calculating Annuity Amount Payment deductions. However, the quantum of the deductions shall be adjusted from the Management Fees only.

In the event of total depletion of quarterly Management Fees due to Annuity Amount Payment Adjustments, the remaining amount, if any, shall be deducted from the Management Fees of the subsequent quarter(s).

ANNUITY AMOUNT PAYMENT ADJUSTMENT FORMULA

NOTE: *The Authority shall release Annuity Amount Payments to the Operator based on the recommendations by an Independent Auditor following the other terms and conditions outlined in the Concession Agreement.*

The following formula shall be use for calculating Annuity Amount Payments to be paid in the Annuity Amount Payment Evaluation Period.

QP = [AH*(PP-RP)] + (RA) + (RC)	
QP =	Annuity Amount Payments to be paid in the Annuity Amount Payment Evaluation Period.
AH =	Sum of Annuity Amount Payment Amount under the Adjustable Heads which includes Operational Expenditure, Management Fees, and Key Staff Salary
PP³ =	Performance Percentage given by the Independent Expert after evaluation of KPIs in the Quarter. Performance Percentage shall be calculated based on indicators applicable for a particular Quarter. i.e., PP = Marks Obtained/ Total Marks (of applicable indicators) * 100
RP =	Reporting Penalty of 5%, if established by the Authority, including the Public-Private Partnership Node of the Authority, in consultation with the Independent Expert/ Independent Auditor, within fifteen days (15) days from the date the issue of determination is raised.
RA =	Total Reimbursable Amount in the Quarter, as verified by the Independent Auditor, based on invoices/supporting evidence.
RC =	Redeemed Claim (if any/ applicable) for the last quarter, as per the Concession Agreement.

³ Performance Percentage (PP) is the Quarterly performance evaluation rank in percentages as calculated by the Independent Expert for all the Facilities listed in the Package. For clarity, the Operator will submit a consolidated summary of KPIs of the whole district(s) Package along with the KPI Quarterly report separately for each school in the Package. The Independent Expert will review the report and calculate the weightage of KPIs as of the whole Package. For example, a KPI with a weightage of five (5) marks has been earmarked as if one school out of five (5) schools in the Package couldn't achieve such KPI, the evaluation for such KPI for the whole Package will be the average of total marks obtained in such KPI by all five (5) schools, i.e., $5+5+0+5+5/5=20/5=4$. By adding weightage, all KPIs will be divided by total marks and then multiplied by 100 to get PP.



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ANNEXURE 7 – KEY PERFORMANCE INDICATORS

MANAGEMENT & ORGANIZATION: PLANNING, IMPLEMENTATION & EVALUATION (OVERALL WEIGHTAGE: 30 MARKS)

1.	Key Progress Indicator	School Management Plan – 12 Marks				
	Description	Implementation of an all-inclusive management model comprised of planning, designing, budgeting, implementation framework, managing resources, evaluation, reporting, feedback to meet KPIs, improve student achievements, and increase school retention and graduation rates in each Facility listed in ANNEX XV (DETAILS OF FACILITY) of this Agreement.				
	Measurement/ Criteria	ACTION PLAN	FREQUENCY	OBSERVATION MEMO	MARKS	MARKING SYSTEM
		<ul style="list-style-type: none"> • Annual Management Plan* 	For the first Academic Year of the Concession Period, within 30 Days of the Effective Date, and for subsequent Academic Years, 30 Days before the start of each Academic Year and implementation and tracking in each quarter.	Annual Management Plan (AMP) is developed and submitted to the IEs for review and approval and implemented in each quarter accordingly. IEs to review and evaluate the quality of the AMP.	04 marks	Annual Management Plan is implemented = 04 marks
		<ul style="list-style-type: none"> • Implementation Framework & Implementation Tracking** 	Implementation Framework is prepared and submitted 30 days before the start of Academic Year. Implementation & tracking in each Quarter (Q1, Q2, Q3 and Q4) of the Academic Year.	Implementation framework is developed and implemented accordingly in each Quarter of the Academic Year.	04 marks	Implementation of IF = 04 marks
		<ul style="list-style-type: none"> • Updating of the EMIS*** 	Regular updation of data on EMIS developed by the PPP Node.	Data is updated on EMIS on regular basis.	04 marks	EMIS is updated = 04 marks
GUIDELINES						
<p>*Annual Management Plan: The plan encompassing all interventions for managing learning and teaching activities, achievement of KPIs, and security maintenance in all the Facilities in terms of this Agreement.</p> <p>**Implementation Framework: A framework for each Facility's day-to-day operations and management procedures, e.g., school assembly, timetable, curriculum management, lesson planning, teaching methodology progress monitoring, examination/ assessment system, staff hiring, performance management and skills development, co-curricular activities, etc. The Operator shall provide the implementation framework on time in terms of this Agreement.</p>						

*****EMIS:** EMIS includes, but is not limited to, maintenance of school records, e.g., attendance, admissions, transfers, hiring, promotions, school reports, category/ component-wise inventory management for all the available and procured assets, including commodity and critical items, such as blackboard, bulletin board, desk, chairs, cupboards, books, equipment, electrical equipment, audio-visual aids, computer hardware/ software, etc. Fields of EMIS shall be illustrative school-wise (i) human resource database; (ii) student database including gender, new admissions, drop-out, average attendance, etc.; (iii) learning database, including the medium of instruction, the quantity of learning material, assessment results, learning events, training, co-curricular activities; (iv) infrastructure database; 5) financial database; 6) assets database, including the existing and newly purchased assets, etc. It shall be mandatory for the Operator to submit the annual performance report, before one month of each Agreement Year, to the Authority, Independent Expert, and Independent Auditor.

2. Key Progress Indicator Improved Staff Availability and Attendance – 08 Marks

Description Liaison with the Government Authorities, Independent Expert, and Independent Auditor to ensure the availability of optimum Employees; and closely work with the Authority's Employees and Operator's School-based Staff to ensure their attendance and capacity development in each Facility listed in **ANNEX XV (DETAILS OF FACILITY)** during each Academic Year of the Services Period.

Measurement/ Criteria	ACTION PLAN	FREQUENCY	OBSERVATION MEMO	MARKS	MARKING SYSTEM
	<ul style="list-style-type: none"> • Availability of Staff* 	Baseline within 30 days of the effective date thereafter reporting on quarterly basis.	Baseline within 30 days of the effective date thereafter reporting on quarterly basis.	Optimum qualified School-based Staff is available for teaching and administrative activities in the Facility each Quarter.	04 Marks
<ul style="list-style-type: none"> • Staff Attendance Improvement and Management** 	Baseline within 30 days of the effective date thereafter reporting on quarterly basis.	Updated and functional staff attendance management system*** Improvement in attendance of the Employees, both the Authority's and the Operator's School-based Staff.	04 Marks	Updated and functional staff attendance management system = 02 marks Improvement in attendance of the Employees = 02 marks	

GUIDELINES

***Availability of Staff:** The Operator shall make available the optimum number of School-based Staff (teaching and non-teaching) in each Facility before or at the time of the commencement of the Services during the Services Period to ensure an effective teaching, learning, and management process. The Independent Expert shall observe and assess the Operator-engaged qualified staff available for each grade and subject during the reporting period. For this purpose, the Independent Expert shall also review and evaluate the Authority's Employees and the Operator's School-based Staff competency, attendance, performance, and workload, mainly relating to the teaching process.

****Improvement in Attendance:** There is a 5% improvement in staff attendance each Quarter compared to the baseline until the optimum level (100%) is achieved by the Operator.

*****Staff Attendance Management System:** Introduction of an attendance system that ensures a systematic method of data collection, e.g., biometric or face recognition system, of the Employees is available to maintain a time-based daily/ monthly attendance record at each Facility. School attendance management system should not be limited to the machine-based attendance system, but it also includes a comprehensive approach to manage all matters relating to attendance, absence, and leave (casual, medical, earned/ paid/ privilege, study, etc.) to maintain the relevant records properly and transparently.

3. Key Progress Indicator	Improved Students' Enrolment, Attendance, and Retention – 10 Marks				
Description	Adopt various techniques to increase and retain student enrolments, including conducting local community outreach activities to solicit parents/ community support for student enrolments and retention.				
Measurement/ Criteria	ACTION PLAN	FREQUENCY	OBSERVATION MEMO	MARKS	MARKING SYSTEM
	<ul style="list-style-type: none"> Students Enrolment*, Attendance Management**, and Retention*** Plan. 	Baseline within 30 days of the effective date, thereafter submission of the plan along with Annual Management Plan (AMP) 30 days before the start of the academic year.	Student baseline enrolment, attendance, and retention/drop out data are collected and maintained. An annual plan for enrolment growth, and quarterly plan for improved attendance, and retention is prepared and submitted to the IEs.	10 Marks	Enrolment Improvement Plan = 02 marks in Q4 Attendance Improvement Plan = 02 marks in Q4 Students' Retention Plan = 02 marks in Q4
<ul style="list-style-type: none"> Improvement in Students' Enrolment, Attendance Retention Rates, Benchmarked with Baseline**** 	At the end of the first quarter after baseline; thereafter , reporting on quarterly basis (Q1, Q2, Q3, and Q4).	Improvement in students' enrolment, attendance and retention rate(s) is ensured.	Enrolment Improvement = 04 marks in Q1 Attendance Improvement = 03 marks Q 1 Retention rate Improvement = 3 marks Q1 Attendance Improvement = 05 marks Q2, Q3 Retention rate Improvement = 5 marks Q2, Q3 Attendance Improvement = 02 marks Q4 Retention rate Improvement = 2 marks Q4		

GUIDELINES

***Students Enrolment Plan:** It should be robust, mainly focusing on girls' enrolment. Introduction of student attendance tracking mechanism and G.R filtering.

****Student attendance management plan:** A system for calculating aggregate student attendance percentage, overall and individual students' attendance percentage.

*****Students Retention Plan:** A plan and strategy for annual retention targets based on baseline reports with a gradual decrease in student dropout ratio, if any, particularly girls' dropout. For clarity purposes, a student absent for a continuous period of ninety (90) Days without any prior information or reasonable cause will be considered dropped from the relevant school.

******Improvement in Student Enrolments, Attendance Retention Rates, Benchmarked with Baseline:** Annual enrolment targets for the schools are based on a baseline student-classroom ratio plus 5% for assessment year 1; baseline student-classroom ratio plus 10% for assessment year 2, and so on till the optimum enrolment of approximately 30 students/ classroom is attained. Benchmarked with baseline, demonstrated improvement in students' attendance.

Student Attendance: There is a 5% improvement in students' attendance each quarter compared to the baseline until the optimum level (100%) is achieved.

Note: Allocation of marks should be in accordance with the percentage achieved, e.g.,

- For **Q2 and Q3**, 5 marks for up to 5% improvement, 3 marks for up to 3% improvement, 2 marks for up to 2% improvement, 1 mark for up to 1% improvement, and 0 mark for no improvement.
- For **Q1**, 3 marks for up to 5% improvement, 2.5 marks for up to 3% improvement, 2 marks for up to 2% improvement, 1 mark for up to 1% improvement, and 0 marks for no improvement.
- For **Q4**, 2 marks for up to 5% improvement, 1.5 marks for up to 3% improvement, 1 mark for 1% to up to 2% improvement, and 0 marks for no improvement.

The marking scale for student dropout is as follows:

- For **Q1**, 3 marks for 0% dropout, 2 marks for 1% dropout, 1 mark for 2% dropout, and 0 marks for more than 2% dropout
- For **Q2 and Q3**, 5 marks for 0% dropout, 4 marks for 1% dropout, 3 marks for 2% dropout, 2 marks for 3% dropout, 1 mark for 4% dropout, and no mark for more than 4% dropout.
- For **Q4**, 2 marks for 0% dropout, 1 mark for 1% dropout, and 0 marks for more than 1% dropout.

LEARNING AND TEACHING: CURRICULUM, ASSESSMENT, AND TEACHING PROCESS, I.E., PEDAGOGY (OVERALL WEIGHTAGE: 47 MARKS)

4.	Key Progress Indicator	Lesson Planning and Students Assessment System – 32 Marks				
	Description	Implementation of the GoS-approved curriculum and syllabi; use of students' data (formative and summative assessments) to inform and differentiate instruction to meet the academic needs of all students; improved student learning and achievement through systemic pedagogical approach and systematic curricular/co-curricular program.				
	Measurement/ Criteria	ACTION PLAN	FREQUENCY	OBSERVATION MEMO	MARKS	MARKING SYSTEM
		<ul style="list-style-type: none"> • Annual Scheme of Studies* 	Baseline within 30 days of the effective date, thereafter revision/up-dation and submission of the Annual Scheme of Studies along with Annual Management Plan (AMP) 30 days before the start of the Academic Year. Implementation and tracking on a Quarterly basis. In Q4, the annual scheme of studies developed and approved. In Q1, Q2, Q3, and Q4 implemented.	Annual scheme of studies developed and regularly implemented in classroom teaching and learning process.	04 Marks	Annual scheme of studies developed, revised, and approved = 02 marks in Q4 Annual scheme of studies implemented = 02 marks in Q4 ASS implemented = 04 marks in Q1, 2 & 3
		<ul style="list-style-type: none"> • Lesson Planning System:** (Curriculum and Syllabus) 	Baseline within 30 days of the effective date; thereafter, revision/ up-dation of lesson plans on an annual basis and implementation tracking on regular basis and reporting on a quarterly basis.	All teachers have access to and awareness of the curriculum and syllabus of their assigned subjects and grades. Lesson plans are developed and implemented regularly in the classroom teaching-learning process. The Education Expert will monitor the implementation of lesson plans in each	12 Marks	Availability of grade & subject-wise lesson plans with teachers = 4 marks Quality of lesson plans = 4 marks Observation of lesson plans implementation in the classroom by Education Expert = 4 marks

			Quarter and share findings. Independent Expert will also observe the delivery of lesson plans (a minimum of four teachers in each Quarter) and share observation reports.		
	• Digital Learning***	Baseline within 30 days of the effective data, thereafter, preparation and submission of Digital Learning Plan along with Annual Management Plan (AMP) 30 days before the start of the academic year. Thereafter implementation and tracking on regular basis and reporting on quarterly basis.	Annual Digital Learning Plan is prepared and submitted. Digital Learning classes are integrated in school timetable. Digital Learning resources like Smart LED/Projector/Multimedia/computers is/are available and regularly used as per timetable for enhancing teaching and learning. The Independent Expert will observe if the timetable includes digital learning classes and report evidence of its implementation.	04 Marks	Implementation of Digital Learning as per Plan and Timetable= 4 marks
	• Students Achieving a Level of Competence in Subjects in Each Grade Progressively ****	Baseline within 30 days of the effective date ; thereafter, reporting on quarterly and annual basis.	Formative assessment (for each subject and grade) is conducted in Q1, Q2, and Q3. Students, grades, and subject-wise formative assessment data are available and evident on EMIS.	12 marks	Formative assessment conducted= 4 marks Assessment Reports shared= 4 marks Availability of data on EMIS= 4 marks
		Sample-based annual assessment of student learning and achievement conducted by an Independent Expert once each Academic Year, i.e., in Q4.	A sample-based annual assessment conducted by the Independent Expert and comparative reports with the base-year are shared with the Operator and Authority.	6 marks	Students' achievements: Up to 6% or above increase in results = 6 marks Up to 5% increase in results = 5 marks Up to 4% increase in results = 4 marks Up to 3% increase in results = 3 marks Up to 2% increase in results = 2 marks Up to 1% increase in results = 1 mark 0% increase in results = 0 mark

		Baseline within 30 days of the effective date and thereafter annual reporting on summative assessment (local & board exams) once each Academic Year, i.e., in Q4.	Annual assessments of grades K-8 and Board exams for grades IX-X and IX-XII in the higher secondary schools are conducted. Students, grades, and subject-wise data of annual assessment are available and evident on EMIS.	6 marks	Students' achievements: Up to 6% or above increase in results = 6 marks Up to 5% increase in results = 5 marks Up to 4% increase in results = 4 marks Up to 3% increase in results = 3 marks Up to 2% increase in results = 2 marks Up to 1% increase in results = 1 mark 0% increase in results = 0 mark
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GUIDELINES

***Annual Scheme of Studies:** The annual scheme of studies is a guideline that defines the structure and content of an academic course subject and grade-wise. Also called the scheme of work, it is usually an interpretation of a specification or syllabus. It can be used as a guide throughout the course to monitor progress against the original plan. GoS curriculum and scheme of studies will be followed and annual scheme of studies will be used, if available; otherwise, annual scheme of studies shall be developed by the Operator.

****Lesson Planning System:** Development of a lesson planning system based on curriculum and syllabi aligned with provincial curriculum frameworks and expectations; aligned vertically between grades and horizontally across classrooms; is fully implemented in classrooms; which supports opportunities for all students to master various skills and concepts. The Operator will develop lesson plans for each grade and subject and conduct teachers' training on delivering the developed lesson plans. However, teachers should be involved in the development of lesson plans, and during implementation, if teachers like to improve the quality of the lesson plans, then they should be encouraged to do so. The Education Expert will monitor and observe the implementation of the lesson plans for different grades and subjects of at least 4 teachers in each Quarter. The Independent Expert will select the lesson plans of different grades and subjects for quality evaluation to check if they include student-centered, project-based, and inquiry-based teaching-learning methods. The Independent Expert will also conduct lesson observations of at least 4 lessons of different grades and subjects in each Quarter & submit a report.

*****Digital Learning:**

The Operator must utilize digital learning tools such as Smart Interactive boards, projectors, multimedia, and computers for teaching and learning. The Operator will be responsible for preparing, submitting Digital Learning plan outlining the utilization of these tools to enhance teaching and learning process in the facility.

******Students Achieving a Level of Competence in Sample-Based Assessment Conducted by the Independent Experts:** For all schools listed in the Package, a 4% increase from baseline (SAT/ Independent Expert sample-based assessment results in the sample-based assessment results of the first year of the Concession Agreement, and then maintaining 6% increase for succeeding years.

5.	Key Progress Indicator	Continuous Professional Development of Staff - 15 Marks				
	Description	Continuous professional development to enhance teaching, management/ administrative skills of the staff, both the Authority's Employees and the Operator's School-based Staff, as well as enrich the teaching staff's content knowledge of the relevant subjects and enhance their teaching pedagogical skills using a variety of tools, teaching methodology, and alternate learning mechanisms to modernize learning process.				
	Measurement/	ACTION PLAN	FREQUENCY	OBSERVATION MEMO	MARKS	MARKING SYSTEM

Criteria	<ul style="list-style-type: none"> • Training Need Assessment* Continuous Professional Development Plan** 	<p>Baseline within 30 days of the effective date thereafter 30 days before the start of the Academic Year , along with developing a continuous professional development plan for the respective Academic Year based on TNA.</p>	<p>Baseline TNA of the staff (Authority's Employees and Operator's School-based Staff) is conducted annually before the start of the academic and TNA report shared with the Independent Expert (IE). Based on TNA findings, a Continuous Professional Development (CPD) plan has been prepared and shared with the IEs. IEs to review and evaluate the quality of the TNA report and the CPD Plan, their alignment with the National Professional Standards for Teachers in Pakistan (NPSTP). EMO to implement the CPD Plan after the approval of the IEs.</p>	15 Marks	<p>TNA Data and Report shared = 07 marks Continuous Professional Development (CPD) plan developed & approved = 08 marks</p>
	<ul style="list-style-type: none"> • Continuous Professional Development Training*** 	<p>Baseline within 30 days of the effective date, thereafter, Continuous professional development of the staff executed as per the approved continuous professional development plan in Q2, Q3, and Q4 of the Academic Year (12 hours CPD in each Quarter).</p>	<p>Continuous Professional Development (CPD) of teaching and non-teaching staff is conducted in accordance with the approved plan. Based on the TNA and the CPD Plan, the staff got the minimum required hours of CPD.</p>		<p>CPD for 12 hours in each Quarter = 10 marks CPD reports shared with the Independent Expert = 5 marks</p>

GUIDELINES

***Training Need Assessment:** A structured way to gather data for determining training needs to be developed to help the Authority's Employees and Operator's School-based Staff engaged in all the Facilities listed in **ANNEX XV (DETAILS OF FACILITY)** to accomplish their goals and objectives. Assessment may include, but is not limited to, current knowledge, skills, attributes, and abilities to identify any gaps or other areas of teaching and management/supervising/monitoring needs of each staff member. *It is to be noted that "National Professional Standards for Teachers in Pakistan (NPSTP) 2009" shall be followed to prepare the TNA. At the same time, the basic management needs, and knowledge of public administration of the Authority will be identified for management staff to be covered.*

*****Continuous Professional Development of Staff:** A continuous professional development of 36 hours for each employee posted and working in the Facility shall be conducted in each Academic Year. Based on TNA, the Training of teaching and non-teaching staff may include content/subject, pedagogical, gender-mainstreaming and management skills and dispositions, and information technology. The Professional development of teachers must impart subject knowledge and understanding (content), disposition, and pedagogical skills to achieve competency level. The outcome of Training should reflect teachers' ability to create a learning environment where students feel comfortable and encouraged to succeed academically. Training of non-teaching staff, based on TNA, will cover the aspects, including administration and management relevant areas in the day-to-day business of schools along with behavioral characteristics, language skills,

IT, office decorum, etc.

Scoring Scale:

- 12 hours continuous professional development of all the teaching and non-teaching staff conducted in each quarter (Q2, Q3, and Q4) = 10 marks.
- **Note:** ideally 12 hours CPD should be conducted in summer vacations, 12 hours in winter vacations and remaining 12 hours CPD through follow-up visits and classroom-based teaching support to all teachers and school-based support to all non-teaching staff of the school.
- Less than 6 hours continuous professional development of all teaching and non-teaching staff conducted in each quarter (Q2, Q3, and Q4) = 5 marks
- CPD reports shared with Independent Expert = 5 marks

SCHOOL ENVIRONMENT AND SCHOOL COMMUNITY ENGAGEMENT (OVERALL WEIGHTAGE: 23 MARKS)

6.	Key Progress Indicator	School Repair and Maintenance and Improved School Community Engagement – 13 Marks				
	Description	Ensure that all facilities, i.e., water, sanitation, furniture, fixture, material, equipment, structure, and infrastructure in all the Facilities listed in ANNEX XV (DETAILS OF FACILITY) , are all-inclusive, functional, operative, and safe during each Academic Year of the Services Period as per the Agreement.				
	Measurement/ Criteria	ACTION PLAN	FREQUENCY	OBSERVATION MEMO	MARKS	MARKING SYSTEM
		<ul style="list-style-type: none"> • Repair and Maintenance* Plan of all the Facilities, including Infrastructure, Equipment, Furniture, and Fixtures. 	Repair and maintenance plan of all the schools within 90 Days of the Effective Date of the Concession Agreement; and after that, report on a Quarterly basis.	All the Facilities set out in the Package are operative and safe, the stock register is maintained, during the observation period.	05 Marks	Infrastructure = 2 marks Furniture = 1 mark Equipment = 1 mark Fixtures = 1 mark
		<ul style="list-style-type: none"> • School Management Committees and Parent-Teacher Meetings** 	Within 30 Days of the Effective Date of the Concession Agreement and, after that, on a Quarterly basis.	Minutes/ reports of SMC meetings and activities; Minutes/ reports of parent-teacher meetings; Meeting/ event pictures.	04 Marks	Meetings/ events organized = 2 marks Meetings/ events minutes/ reports = 2 marks
	Meetings and Engagement with DEO, TEO, and DST***	Minutes of meeting with DEO and TEO. Any follow-up of meeting decisions. Meeting pictures.		04 Marks	Meetings conducted = 2 marks Meeting minutes shared = 2 marks	

GUIDELINES

***Repair and Maintenance:** A package comprising all the Facilities listed in **ANNEX XV (DETAILS OF FACILITY)** handed over to the Operator under a comprehensive Handing/ Taking-over Criteria. During implementation, the Operator should ensure that all the required facilities, i.e., furniture, fixtures, material, equipment, structure, infrastructure, water, sanitation, etc., in all the schools, are maintained in a satisfactory and running condition to establish a safe and child-friendly learning environment. The repair and maintenance tasks should be completed in a reasonable time. The stock register will also be maintained to track the availability of articles and goods in each Facility.

****School Management Committees and Parent-Teacher Meetings:** At least one meeting of the General Body of each school management committee should be conducted in each Academic Year, and at least one meeting of the Executive Body of each school management committee should be conducted in each Quarter. The Operator may constitute a District Executive Committee for all the schools to strengthen coordination and collaboration for best learning practices among children, community, and school staff. The essential purpose will be to engage with the school management committee to build a supportive environment, keeping in view the cultural contexts whereby everyone is appreciated, respected, and heard within the community. The Operator is encouraged to conduct a joint meeting of the school management committee chairpersons and secretaries once a year to increase and sustain enrolments, attendance, and retention, improve school management and performance, and organize programs and services at the school and outside school to meet the needs of all students, particularly girls. The Operator will also develop a grievance redressal mechanism as per the Agreement requirements. Besides school management committees' engagement for collaboration, parent-teachers meetings should also be organized for focused conversations and reciprocal feedback with parents and teachers on students' performance, attendance, and retention. The Operator is encouraged to visit parents' homes if they (parents) cannot come to school for a reason.

*****DSTs:** District Support Teams are notified by the Authority to oversee EMO reforms at the district level to help mitigate challenges and strengthen PPP reforms in the districts.

Notes: The Operator and school management committee will prepare and display a grievance redressal mechanism on the school's entrance wall notice board. The notice should mention the names and contact numbers of the school management committee chairperson, the Operator compliance manager, and the Independent Expert. School staff, students, and parents/ community should know the levels through which complaints relating to the school administration, learning environment, assessment, harassment/ bullying, school cleanliness, staff hiring and payment, etc.

7.	Key Progress Indicator	Improved Health and Hygiene Practices and Sporting Activities – 10 Marks				
	Description	Design and implement school-based hygiene and nutrition education and awareness-raising activities. Work with parents and school management committees to run social and behaviour change campaigns in schools. Provide sports and games facilities and organize sports gala events.				
	Measurement/ Criteria	ACTION PLAN	FREQUENCY	OBSERVATION MEMO	MARKS	MARKING SYSTEM
		<ul style="list-style-type: none"> Health and Hygiene Practices Plan* 	Annual submission of health and hygiene plan, Annual submission of H&H plan, based on students screening, within 60 days after submission of Annual Management Plan; thereafter quarterly reports on implementation of plan.	H&H plan is developed on basis of students screening. At least one activity based on health and hygiene practices in and outside the facility in each quarter. Physical education is a part of teaching learning practices. Awareness about	03 Marks	Health and Hygiene Plan prepared and submitted = 3 marks

			healthy nutrition has been provided.		
	<ul style="list-style-type: none"> • Demonstrated Healthy Practices of Students, supported with Health and Hygiene Activities and Facilities** 	A baseline of student screening within first quarter of the effective date ; thereafter , annual reporting on screening; and Quarterly reporting on progress achieved. In Quarter 1, awareness about healthy nutrition is provided	All around the facility, in and outside the school building, is neat & clean and provides healthy environment. Awareness sessions about health and hygiene are conducted in each quarter. Screening of students is done annually and results are shared in annual reports.	03 Marks	Q1, Q2, and Q3 Health and hygiene awareness sessions = 3 marks Q1 Annual screening report = 3 marks
	<ul style="list-style-type: none"> • Co-Curricular Activities Plan and Activities*** 	Submission of Annual Co-curricular Activities Plan along with Annual Management Plan and, thereafter, Quarterly reports on the plan's implementation.	Co-curricular Activities Plan is prepared and submitted, and activities are arranged in each quarter according to the plan. Sports and games articles and goods are available and in use. Sports and games experts supervise these activities.	04 Marks	Q4 Co-curricular Activities Plan prepared & submitted = 4 marks Q1, Q2, and Q3 Co-curricular Activities Plan implemented = 4 marks

GUIDELINES

***Health and Hygiene Practices:** The school management plan should include health and hygiene support activities. Students and Employees should implement improved health and hygiene practices. Periodic screening of students will be conducted annually to assess student health and to design a health and hygiene plan and inform parents about students' health and support, if required.

****Health and Hygiene Practices/ Activities/ Facilities:** Implementation of health and hygiene practices in all the schools with proper cleanliness in classrooms, corridors, play areas, washrooms, and wherever the movement of students takes place within the premises. The Operator shall organize co-curricular activities to inculcate good behavior, social skills, hygiene, healthy eating, manners, discipline, and personality development.

Co-Curricular Activities Plan and Activities: Sports and games facilities should be provided at each school and included in the school timetable's regular activities (daily sports/games period). Inter-Schools' Annual sports gala/event should be organized, and students may be provided opportunities to nurture their sports skills. The provision of the opportunity to introduce the schools' best players to local, provincial, or corporate sports stakeholders. Sports, games, and other co-curricular activities, including speech/debate, essay, story, creative writing and quiz competition, science exhibition, and cultural, national, and international days celebration. Sports and games articles and goods are available and in use. The following co-curricular are to be conducted:

- Speech/Debate, Essay/creative writing, story writing, quiz, drawing/painting competition
- Sports/games events
- Science exhibitions/learning festivals
- International Days, i.e., (Green Earth Day/Tree Plañtation Day, etc., are celebrated.

ANNEXURE 8- DETAILS OF THE FACILITIES

Package 3: District Khairpur, Larkana, Sukkur & Ghotki under this Request for Proposals consists of six (06) schools mentioned under this (the ‘**Package**’). The management & operation of the Package is intended to be handed over to a Successful Bidder by the Authority under this Request for Proposals. The schools may also have old blocks/ buildings either within or outside its boundaries; such old blocks/ shall be counted as a single school with one SEMIS code. However, the Bidder shall only use the old blocks/ buildings if they are in Functional Condition. The Bidder is not required to undertake any Major Maintenance. A Bidder shall submit only one Bid in respect of each Package, as identified below.

Package	Name of Districts	Number of Schools
3.	Khairpur, Larkana, Sukkur & Ghotki	7

Sr.	District(s) Package Summary	
1.	Number of Girls’ Elementary Schools	7
2.	Total Number of Classrooms (New + Old) in Facilities	43+0
3.	Total Number of Other Rooms (New + Old) in Facilities	21+01
4.	Total Number of Existing Student Enrolment in Facilities	992
5.	Total Number of Existing Teaching Staff in Facilities	39
6.	Total Number of Existing Non-teaching Staff in Facilities	04

Sr.	Code	School Name	SEMIS Code	Existing Enrolment
1	JC	GGES New Gud	413040145	372
2	JC	GGES Tharecha	413040177	115
3	JC	GGES Faqeer Muhammad Palh	418020162	89
4	JC	GGES Haleji Shareef	418010594	74
5	JC	GGES Hadi Bux Laghari	415060796	158
6	JC	GGELS Belo Naich	419020096	99
7	JC	GGES Kareem Bux Bhambro	415070028	85
Total Existing Enrolment				992

Note: The Authority disclaims any responsibility for direct or indirect reliance on this and any other data linked with the management and operation of the Facilities provided hereunder this Package, i.e., RFP **ANNEX VIII (DETAILS OF FACILITIES)**. The prospective Bidders shall conduct exclusive surveys and visits for all the Facilities to examine and ascertain accurate and reliable information, including physical infrastructure conditions, before submitting Bid to the Authority. The Facilities visit(s) shall be conducted only upon the express condition that the prospective Bidder, its personnel and agents will release and indemnify the Authority from and against all liabilities in respect thereof and will be responsible for injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such visit.

TYPE OF SCHOOLS:

Girls' Elementary School

PACKAGE

PKG 3

District:

Khairpur, Larkana, Sukkur & Ghotki

1. JICA GGES New Gud (Contact Person: Miss. IMTIAZ BEGUM, Headmaster – Cell # 0342-0334414)

Sr.	Union Council	School Name	SEMIS Code	School Level		Gender		School Building	Classrooms	Other Rooms	Multipurpose hall	Electricity/Solar	Water	Boundary Wall	Washrooms
				Current	Proposed	Current	Proposed								
1.	Gud	GGES New Gud	413040145	Elementary/Middle	Elementary/Middle	Mixed	Girls	New Block	07	02	1	Yes	Yes	Yes	5
								Old Block	0	0	0				
Name of School		Teaching Staff Working		Non-teaching Staff Working		Enrollment									
						Gender	Katchi (ECE)	Primary	Middle	Secondary	Higher Sec.	Total			
GGES New Gud		Male	00	Male	02	Boys	32	146	00	-	-	178			
		Female	05	Female	00	Girls	21	143	30	-	-	194			
Total		05		02		53		289	30	-	-	372			

2. JICA GGES Tharecha (Contact Person: Miss. Rehana Parveen, Headmaster – Cell # 0341-3331001)

Sr.	Union Council	School Name	SEMIS Code	School Level		Gender		School Building	Classrooms	Other Rooms	Multipurpose hall	Electricity/Solar	Water	Boundary Wall	Washrooms
				Current	Proposed	Current	Proposed								
1.	Garelli	GGES Tharecha	413040177	Elementary/Middle	Elementary/Middle	Girls	Girls	New Block	06	02	1	Yes	Yes	Yes	5
								Old Block	0	0	0				
Name of School		Teaching Staff Working		Non-teaching Staff Working		Enrollment									
						Gender	Katchi (ECE)	Primary	Middle	Secondary	Higher Sec.	Total			
GGES Tharecha		Male	00	Male	01	Boys	00	00	00	-	-	00			
		Female	03	Female	00	Girls	40	59	16	-	-	115			
Total		03		01		40		59	16	-	-	115			

3. JICA GGES Faqeer Muhammad Palh (Contact Person: Mr. Zahid Hussain, Head Teacher – Cell # 0345-6562821)

Sr.	Union Council	School Name	SEMIS Code	School Level		Gender		School Building	Classrooms	Other Rooms	Multipurpose hall	Electricity/Solar	Water	Boundary Wall	Washrooms	
				Current	Proposed	Current	Proposed									
1.	trimoon h	GGES Faqeer Muhammad Palh	418020162	Elementary/Middle	Elementary/Middle	Mixed	Girls	New Block	06	02	1	Yes	Yes	Yes	5	
								Old Block	0	01	0					
Name of School		Teaching Staff Working		Non-teaching Staff Working		Enrollment										
						Gender	Katchi (ECE)	Primary	Middle	Secondary	Higher Sec.	Total				
GGES Faqeer Muhammad Palh		Male	02	Male	00	Boys	5	49	10	-	-	64				
		Female	03	Female	00	Girls	2	19	4	-	-	25				
Total		05		00			7	68	14	-	-	89				

4. JICA GGES Haleji Shareef (Contact Person: Mr. Aurangzeb, additional charge – Cell # 0315-7127303)

Sr.	Union Council	School Name	SEMIS Code	School Level		Gender		School Building	Classrooms	Other Rooms	Multipurpose hall	Electricity/Solar	Water	Boundary Wall	Washrooms	
				Current	Proposed	Current	Proposed									
1.	Junas	GGES Haleji Shareef	418010594	Elementary/Middle	Elementary/Middle	Girls	Girls	New Block	06	02	1	Yes	Yes	Yes	5	
								Old Block	0	0	0					
Name of School		Teaching Staff Working		Non-teaching Staff Working		Enrollment										
						Gender	Katchi (ECE)	Primary	Middle	Secondary	Higher Sec.	Total				
GGES Haleji Shareef		Male	00	Male	01	Boys	-	00	00	-	-	00				
		Female	06	Female	00	Girls	-	47	27	-	-	74				
Total		06		01			-	47	27	-	-	74				

5. JICA GGES Hadi Bux Laghari (Contact Person: Rastan Laghari, Head Teacher – Cell # 0300-3118263)

Sr.	Union Council	School Name	SEMIS Code	School Level		Gender		School Building	Classrooms	Other Rooms	Multipurpose hall	Electricity/Solar	Water	Boundary Wall	Washrooms	
				Current	Proposed	Current	Proposed									
1.	Hindiyari	GGES Hadi Bux Laghari	415060796	Elementary/Middle	Elementary/Middle	Girls	Girls	New Block	06	02	1	Yes	Yes	Yes	5	
								Old Block	0	0	0					
Name of School		Teaching Staff Working		Non-teaching Staff Working		Enrollment										
						Gender	Katchi (ECE)	Primary	Middle	Secondary	Higher Sec.	Total				
GGES Hadi Bux Laghari		Male	00	Male	01	Boys	00	00	00	-	-	00				
		Female	08	Female	00	Girls	20	104	34	-	-	158				
Total		08		01			20	104	34	-	-	158				

6. JICA GGELS Belo Naich (Contact Person: Ghulam Sughra, Head Teacher – Cell # 0301-3296110)

Sr.	Union Council	School Name	SEMIS Code	School Level		Gender		School Building	Classrooms	Other Rooms	Multipurpose hall	Electricity/Solar	Water	Boundary Wall	Washrooms	
				Current	Proposed	Current	Proposed									
1.	Gari Chakar	GGELS Belo Naich	419020096	Elementary/Middle	Elementary/Middle	Girls	Girls	New Block	06	02	1	Yes	Yes	Yes	5	
								Old Block	0	0	0					
Name of School		Teaching Staff Working		Non-teaching Staff Working		Enrollment										
						Gender	Katchi (ECE)	Primary	Middle	Secondary	Higher Sec.	Total				
GGELS Belo Naich		Male	00	Male	01	Boys	00	00	00	-	-	00				
		Female	10	Female	00	Girls	23	50	26	-	-	99				
Total		10		01			23	50	26	-	-	99				

7. JICA GGES Kareem Bux Bhambro (Contact Person: Mr. Darya khan, Head Teacher – Cell # 0305-3190314)

Sr .	Union Council	School Name	SEMIS Code	School Level		Gender		School Building	Classrooms	Other Rooms	Multipurpose hall	Electricity/Solar	Water	Boundary Wall	Washrooms
				Current	Proposed	Current	Proposed								
1.	Choondko	GGES Kareem Bux Bhambro	415070028	Primary	Elementary/Middle	Mixed	Girls	New Block	06	02	1	Yes	Yes	Yes	3
								Old Block	0	0	0				
Name of School			Teaching Staff Working		Non-teaching Staff Working			Enrollment							
								Gender	Katchi (ECE)	Primary	Middle	Secondary	Higher Sec.	Total	
GGES Kareem Bux Bhambro			Male	01	Male	00	Boys	30	37	-	-	-	67		
			Female	01	Female	00	Girls	12	6	-	-	-	18		
Total				02		00		42	43	-	-	-	85		

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ANNEXURE 9 – APPLICATION FORM

Date: *[Insert date]*

To:

The Senior Director,
PPP Node, School Education & Literacy Department,
Office of the Public Private Partnership Node, Behind Capri Cinema near Coast Guards
Headquarter, Doli Khata Soldier Bazar,
Karachi, Pakistan.

**Re: MANAGEMENT & OPERATION OF GIRLS ELEMENTARY PUBLIC SECTOR
SCHOOLS UNDER PUBLIC-PRIVATE PARTNERSHIP MODE (PACKAGE 3
(DISTRICT: KHAIRPUR, LARKANA, SUKKUR & GHOTKI)**

Dear Sirs,

Pursuant to the Request for Proposals dated *[insert the date]*, *[Name of the Bidder/ Consortium]* hereby submits its Application in conformity with the Request for Proposals (as amended and/or supplemented from time to time) (the '**Request for Proposals Document**') and requests to be considered for Eligibility for the Project.

All capitalized terms, unless defined herein, shall bear the meaning as ascribed thereto in the Request for Proposals Document.

[Name of Prospective Bidder/ Consortium Members] hereby confirms that it:

- (a) agrees to comply with all the rules, laws and regulations governing the Bidding Process as issued by the relevant authorities from time to time.
- (b) accepts the right of the School Education & Literacy Department, Government of Sindh, to (i) request additional information reasonably required to assess the application, (ii) amend the procedures or make clarifications thereof, and (iii) extend or amend the schedule of the eligibility and the tender;
- (c) accepts the exclusive application of the federal laws of Pakistan and provincial laws of Sindh with respect to these eligibility procedures; and
- (d) fully and completely understands and accepts the terms of the Request for Proposals Document and hereby undertakes to comply with the same.

[insert name of Bidder/ Consortium Members] hereby represents and warrants that as of the date of this letter:

- (a) all of the information submitted in this Application, including the enclosed forms and documents, is accurate in all respects;
- (b) *[Name of Bidder/ Consortium Members]* has(ve) not been subject to any voluntary or involuntary bankruptcy or insolvency or similar proceeding during the last five (5) years; and
- (c) *[Name of Bidder/ Consortium Members]*, has(ve) paid all taxes due, except those which are being contested in good faith by appropriate proceedings and for which adequate reserves have been established.

Attached herewith to this Application are the following documents, as appropriate:

- (a) Basic Information Form (**Annexure 10**)
- (b) Experience Form (**Annexure 12**);
- (c) Financial Data Form (**Annexure 12**); and
- (d) Parent Company Letter of Comfort (if relevant) (**Annexure 14**), and
- (e) Affidavit (**Annexure 14**);
- (f) Other documents required in Section 4 of the Request for Proposals Document.

[Name of Prospective Bidder] hereby designates [] as its representative to receive notices in respect of the eligibility and the tender at the following address, telephone and facsimile numbers:

[Representative's address, telephone and facsimile numbers] *[Signature]*

In the capacity of [position]

Authorized to sign this Eligibility Application for *[Name of prospective Bidder]*

ANNEXURE 10 - BASIC INFORMATION FORM

PROSPECTIVE BIDDER INFORMATION:

Name:

Type: (Corporation, Partnership, etc.)

Company/Entity incorporation/registration no:

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 MEMBER AND/OR THE MEMBER(S) TO BE EVALUATED FOR EACH OF THE ELIGIBILITY CRITERIA SET FORTH IN SECTION 4.3 PART I)

Name:

Type: (Corporation, Partnership, etc.)

Company/Entity incorporation/registration no:

Address of principal office:

Telephone number:

Fax number:

E-mail address:

Primary areas of business:

Shareholder/Member certificate (attach separately)

ANNEXURE 11 – EXPERIENCE FORM (DEC1)

The prospective Bidder, or if the prospective Bidder is a Consortium, the Lead Member alone, should provide sufficient detail of its experience in the management and operation of at least five (5) educational institutions for a minimum period of five (5) of the full calendar years in the last twenty (20) years to enable the Authority to evaluate fulfilment of Technical Criterion as described in Section 4.3 of this Eligibility Document.

Organization / Institution Name	Location	Description & Size	Role of the Prospective Bidder or Consortium Lead Member	Date of Commencement of Operations	Documentary Evidence (Schools registration and supporting documents)
[add rows if necessary]					

ANNEXURE 12 - FINANCIAL DATA FORM (DEC 2)

NET WORTH

(i) Financial Year End [insert the date and year]

Prospective Bidder (or if the Prospective Bidder is a Consortium, any one of the Consortium Member alone and Combined) ⁴		
Value of Total Assets	Total Liabilities	Net Worth
[insert the amount in PKR]	[insert the amount in PKR]	[insert the amount in PKR]

(ii) Financial Year End [insert the date and year]

Prospective Bidder (or if the Prospective Bidder is a Consortium, any one of the Consortium Member alone and combined) ⁵		
Value of Total Assets	Total Liabilities	Net Worth
[insert the amount in PKR]	[insert the amount in PKR]	[insert the amount in PKR]

⁴ Consortium's relevant Member and all Members net worth be mentioned separately.

⁵ Consortium's relevant Member and all Members net worth be mentioned separately.

ANNEXURE 13 - PARENT COMPANY LETTER OF COMFORT

Date: [Insert date]

To:

The Senior Director,
PPP Node, School Education & Literacy Department,
Office of the Public Private Partnership Node, Behind Capri Cinema near Coast Guards
Headquarter, Doli Khata Soldier Bazar,,
Karachi, Pakistan.

Re: MANAGEMENT & OPERATION OF PUBLIC SECTOR SCHOOLS UNDER PUBLIC-PRIVATE PARTNERSHIP MODE (PACKAGE 3 (DISTRICT: KHAIRPUR, LARKANA, SUKKUR & GHOTKI))

Dear Sirs,

We refer to the Request for Proposals document issued by the School Education & Literacy Department, Government of Sindh, dated [●] (the '**Request for Proposals Document**'), also inviting eligibility applications from prospective Bidders for the execution and completion of a Concession Agreement involving the management and operation of girls elementary public schools in the province of Sindh (the '**Project**').

According to Section 4.3.2 of the Request for Proposals Document (*Financial Eligibility Criteria - Submission of Evidence from Parent Company*), the prospective Bidder, or if the prospective Bidder is a Consortium, at least one of the Consortium Member alone, may choose to present financial statements from a Parent Company to satisfy Financial Criteria in EC2. For this purpose, the "Parent Company" means any corporate entity Controlling the prospective Bidder, or if the prospective Bidder is a Consortium, the relevant Consortium Member, 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) of the given entity.

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

- (i) we are the Parent Company of [insert name of Bidder/ Consortium Member], which is seeking eligibility for the Project as [insert name of Bidder/ Consortium Member]; and
- (ii) we will make available sufficient funds and resources to [insert name of Bidder/ Consortium Member] to enable it to meet its obligations as the shareholder/member of the Operator 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 in the Request for Proposals Document.

Yours faithfully,

[Name of Parent Company] _____
By: _____
Name: _____
Title: (Authorized signatory) _____

ANNEXURE 14 - AFFIDAVIT

Date: *[Insert date]*

To:

The Senior Director,
PPP Node, School Education & Literacy Department,
Office of the Public Private Partnership Node, Behind Capri Cinema near Coast Guards
Headquarter, Doli Khata Soldier Bazar,,
Karachi, Pakistan.

Re: MANAGEMENT & OPERATION OF PUBLIC SECTOR SCHOOLS UNDER PUBLIC-PRIVATE PARTNERSHIP MODE (PACKAGE 3 (DISTRICTS: *Khairpur, Larkana, Sukkur & Ghotki*))

Dear Sirs,

Pursuant to the Request for Proposals document dated *[please insert the date]* in respect of the Sindh Education Management Organization Project,

[insert name of Bidder/ Consortium Member] hereby represents and warrants that, as of the date of this letter *[Insert name Bidder/ Consortium Member]*, and each member of our Consortium (if applicable):

- (a) is not in bankruptcy or liquidation proceedings;
- (b) is not blacklisted by any governmental or non-governmental department/ agency;
- (c) barred by the relevant government authority in order to provide EMOs services;
- (d) has not been convicted of fraud, corruption, collusion or money laundering;
- (e) 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 Concession Agreement;
- (f) *[are legally and financially autonomous and operate under commercial law]*⁶;
- (g) does not fall within any of the circumstances for ineligibility listed in Section 3.4 (*Ineligibility of a Prospective Bidder*) of the Request for Proposals.

Yours Sincerely,

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

⁶ Only relevant for the government-owned legal enterprise or institution.

ANNEXURE 15 – OPERATOR’S SCOPE OF WORK

1. Operate, Maintain and Manage schools on double shift modality till elementary/middle level unless sufficient space is available to run the school in single shift modality.
2. Apply an all-inclusive management model comprised of planning, designing, budgeting, implementation, managing resources, evaluation, reporting and feedback to implement fully a comprehensive approach in order to meet key performance indicators, substantially improve student academic achievements and increase school retention and graduation rates;
3. Work with the school staff, administrators and Government to ensure availability and attendance of teachers;
4. Increase opportunities for staff capacity building and professional growth to acquire/refine the 21st century skills to meet the needs of the students in the school;
5. Provide staff ongoing, high-quality, job-embedded professional development based on National Professional Standards for Teachers in Pakistan (NPSTP) that is aligned with SE&LD’s CPD policy and the school’s instructional program and designed with Employment Criteria to ensure that they are equipped to facilitate effective teaching and learning and have the capacity to successfully implement school reform strategies;
6. Utilize student data (such as formative, interim, and summative assessments) to inform and differentiate instructional programs to address all students' academic needs.
7. Introduce educational technology (Ed-Tech) to enhance teaching and learning, adopt modern pedagogy and skills development trainings/ courses;
8. Implement Government approved curriculum and syllabus and help faculty refine their pedagogical and classroom management skills in line with student learning outcomes, as approved by the Government;
9. Expand learning opportunities for all students, especially those at risk of academic failure.
10. Implement high quality assessments that measure knowledge and application of concepts through the use of a variety of item types and formats;
11. Serve as the custodian of school structure, infrastructure, fixtures, equipment, and facilities, ensuring their security, conducting regular repair and maintenance, and making use of any defect liabilities or warranties related to them;
12. Ensure an inclusive and safe learning environment for students with disabilities;
13. Ensure safe, clean and hygienic environment in the Facility while also employing safeguards to prevent damage to the school structure/infrastructure;
14. Employ various techniques to increase and retain student enrollments, including community outreach for parental and community support;
15. Engage parents and community stakeholders in designing and implementing a school improvement plan;
16. Organize regular School Management Committee (SMC) meetings and report

- progress and concerns to stakeholders;
17. Coordinate with the Government regional and district education authorities for monitoring and quality control;
 18. Conduct outreach to private sector to provide in-kind support to school and act as custodian of resources provided through private funding/contributions, grant funds or other philanthropic resource in/for the school;
 19. Ensure accountability through specified measures and key performance indicators outlined in the contract;
 20. Manage day-to-day operations and needs of the school including directly supporting the Principal/Headmaster(s) and other staff on instructional and operational matters;
 21. Ensure that the quality compliance parameters are invariably adhered to ensure provision of good education and successful program delivery;
 22. Establish an embedded presence in the school and maintaining consistent and intensive onsite support;
 23. Discuss progress and barriers with relevant key stakeholders on a Regular basis;
 24. Be responsible for all proper accounting, timely disbursement and audit of the expenditures of the allocated amount through the approved budget and contract;
 25. Streamline school administration processes and promote accountability and transparency at all systems and levels;
 26. Ensure fulfillment of and compliance with KPIs;
 27. Fulfil all other responsibilities as outlined in the contract.

ANNEXURE 16 – INCLUSIVE EDUCATION INITIATIVE

Pakistan as a signatory to the 2030 Agenda for Sustainable Development Goals (SDGs), under the goal four, all signatories have to 'ensure inclusive and equitable quality education and promote lifelong learning opportunities for all'. Furthermore, Article 9(1) of the Sindh Empowerment of Persons with Disabilities Act 2018 states that the Government shall endeavour that all educational institutions funded or recognized by it provide inclusive education to children with disabilities.

However, children from marginalized and vulnerable groups, including children with special needs, are often neglected.

The EMO shall ensure inclusivity in all the Facilities listed in Annexure VIII so that there may be real learning opportunities for groups who have traditionally been excluded. Special focus should be placed on learners who may be at risk of marginalization, exclusion or underachievement. The aim is to make the learning environment conducive to the needs of persons with disabilities and adopting inclusive pedagogy. Children with physical disabilities, vision impairment, hearing impairment, cognitive impairment and other disabilities will receive education in the same school and same class with other students.

These students may be enrolled directly by the school administration, or they can be recommended by Sindh Persons with Disabilities Protection Authority (SPDPA).

The EMOs shall ensure that the school infrastructure and facilities are accessible and safe for children with special needs. The schools should have ramps, handrails and accessible toilets to facilitate children with physical disabilities. Measures such as marking boundaries and stairs in high contract can facilitate students with visual impairment. Some of the measures the teachers can take for responding to needs to children with special needs include provision of assistive devices where required, use of big sized high contract learning material; use of braille and tactile books; use of audio-visual aids with captions; paying close attention to the classroom arrangement and seating of the child with special needs; engaging in-person or online sign language interpreters; giving extra time to such students after regular school hours etc.

In addition, the EMOs shall ensure that school staff are well trained in accordance with policy guideline on Inclusive Education by UNESCO, which provides clear guidelines for teaching children with special needs. The ECE teachers in particular and other teachers in general, should be given appropriate training, resources and guidance to identify students with possible cognitive disability so that appropriate measures may be taken at the initial stage. Moreover, counselling sessions for all school staff and students should be organized to help them collaborate, cooperate, and empathize in order to create an inclusive learning environment for all children.

VOLUME II: DRAFT CONCESSION AGREEMENT

- **ANNEXURE 3 – DRAFT CONCESSION AGREEMENT**



GOVERNMENT OF SINDH

CONCESSION AGREEMENT

BETWEEN

GOVERNOR OF SINDH
(THROUGH **SECRETARY, SCHOOL EDUCATION & LITERACY DEPARTMENT,**
GOVERNMENT OF SINDH)
(AS THE **AUTHORITY**)

AND

XXXXX
(AS THE **OPERATOR**)

IN RESPECT OF

MANAGEMENT & OPERATION OF PUBLIC SECTOR SCHOOLS
UNDER PUBLIC PRIVATE PARTNERSHIP MODE

PACKAGE No. 3 – DISTRICT: KHAIRPUR, LARKANA, SUKKUR, GHOTKI

DATED: [●] MAY 2024

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CONCESSION AGREEMENT

This **CONCESSION AGREEMENT** is made on [●] at Karachi, Pakistan:

BY & BETWEEN

The Governor of Sindh through the School Education and Literacy Department, Government of Sindh, acting through Secretary to Government of Sindh, School Education & Literacy Department (hereinafter referred to as the '**Authority**', which expression shall, where the context so permits include its successors, and permitted assigns),

AND

_____, having its registered office at _____ (hereinafter referred to as the '**Operator**', which expression shall include its successors-in-interest and permitted assigns), (the Authority and the Operator shall collectively be referred to as the '**Parties**' and individually as a '**Party**').

RECITALS

- A. The Government of Sindh, acting through the Authority, is seeking to improve the quality of education in the province of Sindh by collaborating with the private sector organizations and outsourcing the operation and management of certain girls' public sector schools listed in **ANNEX XV (DETAILS OF FACILITY)** in the province of Sindh to the private sector under and pursuant to a management and services contract (the '**Project**').
- B. The Authority has decided to implement the Project by engaging the Operator for, inter alia, managing and operating the Facility in accordance with the Authority's Services scope and Operator's Bid, governed by KPIs and Good Industry Practices, such that the Facility is equipped with appropriate facilities, infrastructure and other services that are generally required for their smooth operation and ensuring quality learning environment.
- C. The Authority invited bids for the Project by issuing a Request for Proposals (consisting of Volume I (*BIDDING PROCEDURE*) and Volume II (*DRAFT CONCESSION AGREEMENT*)) issued/ circulated on _____, as clarified vide the Response Document dated _____, following the national competitive bidding process regulated by the Sindh Public Procurement Rules, 2010 (the '**Request for Proposals**' or '**RFP**').
- D. Under the terms of the Request for Proposals, the Operator submitted its bid, comprising Technical and Financial Bid, for the Project (the '**Bid**'), which the Authority has accepted pursuant to the approvals by the PPP Policy Board dated _____.

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

1 DEFINITIONS AND INTERPRETATION

1.1 DEFINITION

1.1.1 **In this Agreement**, unless the context otherwise requires, the following terms shall have the following meanings:

"Academic Year" means the period starting from 1st August each year and ending on 31st July in the following year or otherwise as amended by the Authority from time to time.

"Affected Party" has the meaning given in Article 14.1.1.

"Affiliate" means, in relation to any Person, any other Person which, directly or indirectly, controls or is controlled by or is under common control with such Person. For purposes of this definition, "control" (including "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

"Agreement" or **"Concession Agreement"** means this agreement as of the date hereof together with the Annexes hereto, including the Authority's RFP and the Operator's Bid.

"Agreement Year" means a period of twelve (12) consecutive months commencing on each consecutive anniversary of the Effective Date and ending as of the end of the day preceding the next anniversary of the Effective Date, except for the first Agreement Year, which shall start on the Effective Date.

"Annuity Amount Payments" means the payments as per the costs of activities and/or items listed in **ANNEX XIV (FINANCIAL MODEL)** of this Agreement for operating, managing and maintain the Facilities in accordance with terms and conditions and KPIs, that the Authority shall make to the Operator on a Quarterly basis in accordance with Article 8 of this Agreement.

"Annuity Amount Payment Account Funding Date" means:

- (a) in respect of the first (1st) Annuity Amount Payment Date, any date falling prior to the Effective Date;
- (b) in respect of each other Annuity Amount Payment Date, at least five (5) Days prior to each Annuity Amount Payment Date.

"Annuity Amount Payment Adjustment" means, in relation to an Annuity Amount Payment Date, the adjustment (being an amount in Pakistani Rupees) to be made to the Annuity Amount Payment relating to such Annuity Amount Payment Date (excluding the first two Annuity Amount Payment Dates of Year 1), as calculated through application of the Annuity Amount Payment Adjustment Formula in accordance with **ANNEX XII (ANNUITY AMOUNT PAYMENT ADJUSTMENT FORMULA)** and as set out in the Annuity Amount Payment Certificate.

"Annuity Amount Payment Adjustment Events" shall bear the meaning ascribed thereto in Article 8.2.2.

"Annuity Amount Payment Adjustment Formula" means the formula for adjusting each Annuity Amount Payment relating to an Annuity Amount Payment Date due to

the 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 **ANNEX XII (ANNUITY AMOUNT PAYMENT ADJUSTMENT FORMULA)**.

"Annuity Amount Payment Certificate" shall have the meaning ascribed thereto in Articles 8.3.1 and 8.3.2.

"Annuity Amount Payment Date" means each such date on which the Annuity Amount Payments shall be paid by the Authority to the Operator, being the dates set out in **ANNEX XIII (ANNUITY AMOUNT PAYMENT SCHEDULE)** as updated by the Independent Auditor at the start of each Agreement Year during the Concession Period.

"Annuity Amount Payment Evaluation Date" means:

- (a) in respect of the first (1st) Annuity Amount Payment Date, the Annuity Amount Payment Date;
- (b) in respect of each other Annuity Amount Payment Date, the date falling forty-five (45) Days immediately prior to such Annuity Amount Payment Date.

"Annuity Amount Payment Evaluation Period" means:

- (a) in respect of the first Annuity Amount Payment Date, a period equal to zero (0) Days;
- (b) 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.

"Annuity Amount Payment Invoice" shall have the meaning ascribed thereto in Article 8.4.2(a).

"Annuity Amount Payment Schedule" means the schedule, setting out the Annuity Amount Payment Dates, as per the yearly amount payments as set out in **ANNEX XIII (ANNUITY AMOUNT PAYMENT SCHEDULE)**, and as per the costs stipulated in **ANNEX XIV (FINANCIAL MODEL)**.

"Annuity Payment Account Funding Amount" means, in respect of an Annuity Amount Payment Account Funding Date relating to an Annuity Amount Payment Date, an amount equal to that set out in the Annuity Amount Payment Certificate.

"Applicable Laws" means 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.

"Applicable Permits" means any permissions, clearances, concessions, authorizations, consents, licenses, permits, waivers, 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 the undertaking, performing or discharging the obligations contemplated by this Agreement in accordance with the Applicable Laws, including those set-out in **ANNEX VIII (APPLICABLE PERMITS)**.

"Arbitration" has the meaning given in Article 18.2.3.

"Arbitration Act" means the Arbitration Act, 1940.

"**Arbitrator**" has the meaning given in Article 18.2.3.

"**Authority**" means the Government of Sindh of the Islamic Republic of Pakistan, represented by the Provincial School Education & Literacy Department and its legal successors and assigns.

"**Authority Annuity Amount Payment Account**" means the account to be established by the Authority and notified to the Operator and the Independent Auditor as an Authority Condition Precedent.

"**Authority Annuity Amount Payment Account Standing Instructions**" has the meaning given in Article 8.5.2.

"**Authority's Employees**" means the employees of the Authority handed over to the Operator pursuant to this Agreement, including any replacements thereof, which employees are to be managed by the Operator at the respective Facility listed in **ANNEX XV (DETAILS OF FACILITY)**.

"**Authority Event(s) of Default**" means any or all the events listed in Article 15.2.

"**Award**" has the meaning given in Article 18.2.6.

"**Bid**" has the meaning given in Recital D.

"**Bid Due Date**" means 05th June 2023, the date the bidders were required to submit their Bids for the Project in accordance with the Request for Proposals.

"**Bid Price**" means an amount equal to PKR 333,264,364/- (Pakistani Rupees three hundred thirty-three million two hundred sixty-four thousand three hundred sixty-four) in present value terms and PKR 705,583,062/- (Pakistani Rupees seven hundred five million five hundred eighty-three thousand sixty-two) in nominal value terms.

"**Bid Security**" means the pay order/ demand draft/ bank guarantee for an amount constituting one percent (1%) of the Bid Price in present value terms submitted by the Operator to the Authority along with the Bid, being an amount equal to PKR 8,500,000/- (Pakistani Rupees eight million five hundred thousand) as details set out in **ANNEX XIV (FINANCIAL MODEL)**.

"**Budget Guidelines**" means the guidelines and instructions provided by the Authority in Form F – 4 of Attachment 1 of **ANNEX 2 (FORMS)** of **Volume I (BIDDING PROCEDURE)** of the RFP and accepted by the Operator as part of its Financial Bid, as details set out in **ANNEX XIV (FINANCIAL MODEL)**.

"**Change in Ownership and/ or Control**" means 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 possession of the power to direct or control, or cause the direction or control of the management of the Operator or a significant aspect of its business.

"**Change in Law**" means the occurrence of any of the following after the Bid Due Date:

- (a) the modification, amendment, variation, alteration, or repeal of any existing Applicable Laws; or
- (b) the coming into effect of any new Applicable Laws;

- (c) changes in the interpretation, application, or enforcement of any Applicable Law or judgment by any court/ Government Authority;
- (d) the introduction of the requirement for the Operator to obtain any new Applicable Permits;
- (e) the introduction of any Taxes; or
- (f) a change in the GoP, the GoS standards, or standard operating procedures for education to the extent that the Operator is obliged to comply with them in accordance with this Agreement.

Provided that Change in Law shall not include:

- (a) any statute that has been published in draft bill form or as a bill that has been placed before the legislature or that has been passed by the relevant legislature as a bill but has not come into effect prior to the date of this Agreement, which is not in the public domain;
- (b) a draft regulation or statutory instrument or delegated legislation that has been published prior to the date of this Agreement and which is in the public domain;
- (c) any change in any withholding tax, or other similar Taxes, on income or dividends or other distributions distributed by the Operator; or
- (d) the coming into effect of, on or after the Bid Due Date, any provision of a Law, already gazetted in accordance with the Applicable Laws.

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

"Community Engagement Activities" means activities to communicate the benefits of education and other services being provided by the Operator and the Authority to the community and the process of building ongoing and permanent relationships for the purposes of achieving a collaborative and collective vision for the Authority's strategy to improve the standard of education in the province of Sindh. Such activities include limited local and social media campaigns and community drop-in sessions.

"Concession" means all the rights granted by the Authority to the Operator in terms of this Agreement for implementing the Project and providing the Services to the Authority in terms of the Authority's RFP and the Operator's Bid.

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

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

"Consortium" means a Bidder comprised of a group of two or more registered organizations formed to submit a Bid and, if awarded the Concession, to carry out the Concession in accordance with the RFP.

"Consortium Member" each member of the Consortium in all matters connected with the eligibility and tendering process, including but not limited to the submission of the Request for Proposals.

"Control" with respect to a Person means the ownership, directly or indirectly, of more than fifty percent (50%) 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.

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

"**Day**" means twenty-four (24) hours, beginning and ending at 12:00 midnight Pakistan Standard Time.

"**Dispute**" has the meaning given in Article 18.

"**District Support Team**" means a committee notified by the Authority/ Government of Sindh (GoS) from time to time.

"**Double Shift**" has the meaning given in Article 6.

"**Double Shift Notification**" means the date notified by the Authority regarding the start of the Double Shift as detailed in Article 6.

"**Effective Date**" means the date notified by the Independent Expert and Independent Auditors jointly being the date on which the Conditions Precedent are fulfilled or waived or deferred by the Parties mutual consultation in terms of this Agreement.

"**Emergency**" means 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 Facility.

"**EMIS**" has the meaning given in Article 2.7.1(b).

"**Employees**" means the Authority's Employees and Operator's School-based Staff posted or appointed in the Facility listed in **ANNEX XV (DETAILS OF FACILITY)**.

"**Employment Criteria**" means the criteria on which the Employees, both Operator's School-based Staff and Authority's Employees, will perform their duties, as set forth in **ANNEX XI (EMPLOYMENT CRITERIA)** hereto.

"**Escrow Account**" has the meaning given in Article 2.3.2(a).

"**Event of Default Remedy Period**" has the meaning given in Article 16.2.1.

"**Event of Default**" means an Operator Event of Default or an Authority Event of Default or both as the context may admit or require.

"**Expert**" means anybody or organization of repute with recognized technical and professional expertise in respect of any field, matter, or subject relevant to the purpose of this Agreement.

"**Expiry Date**" means the last day of the Services Period or Concession Period.

"**Facility**" means the public sector schools in the Package No. 3 District: Khairpur, Larkana, Sukkur, Ghotki, as set out in detail in **ANNEX XV (DETAILS OF FACILITY)**.

"**Facility Timings**" has the meaning given in Article 6.

"**Financial Bid**" means a financial proposal, including subsequent clarifications, submitted by the Operator in respect of the Request for Proposals for the Package No. 3 District: Khairpur, Larkana, Sukkur, Ghotki, as details set out in **ANNEX XIV (FINANCIAL MODEL)**.

"**Financial Model**" means the cost of the activities and items estimated on a yearly basis for a period of ten years based on strategies and strengths as listed in the

Technical Proposal of the Operator and for the fulfillment of the methodologies set to achieve the KPIs as listed in this Concession Agreement, as set out in detail in **ANNEX XIV (FINANCIAL MODEL)**.

"Financial Year" means the financial year of the Authority.

"First-Year Payable Annuity Amount Payment" means the amount payable for the first year in accordance with **ANNEX XIII (ANNUITY AMOUNT PAYMENT SCHEDULE)**.

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

"Force Majeure Notice" has the meaning given in Article 14.2.1.

"Force Majeure Period" means the period commencing from, subject to Article 14.2, the date of occurrence of a Force Majeure Event and ending on the earlier of (a) the date on which the Affected Party resumes or should have resumed such of its obligations the performance of which it was excused in terms of Article 14; or (b) the Termination Date of the Agreement; as applicable.

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

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

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

"Good Industry Practices" means 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 or Operator engaged in the operations and management of schools and Facility of the type and size similar to the Project.

"GoP" means the Government of Pakistan.

"GoS" means the Government of Sindh.

"Government Authority" means 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 Operator, the Facility, the Project or any portion thereof and the performance of obligations and exercise of rights of the Parties in accordance with the terms of the Agreement.

"Handing Over" means:

- (a) handing over the Facility to the Operator on the Effective Date in accordance with the Handing over Criteria;
- (b) issuance of Handing Over Notification by the Authority; and

- (c) jointly involved in handing over and taking over the possession of the Facility in accordance with the Handing-Over Criteria on the Effective Date.

"Handing over Criteria" means the criteria for handing over of the Facility by the Authority to the Operator in accordance with this Agreement, as set out in **ANNEX IX (HANDING OVER CRITERIA)**.

"Independent Auditor" shall be an independent third-party Expert jointly appointed by the Parties in accordance with Article 7.1.1 read with **ANNEX VI (TERMS OF REFERENCE FOR THE INDEPENDENT EXPERT AND INDEPENDENT AUDITOR)**, who, inter alia, shall have the duties and functions stated in this Agreement.

"Independent Expert" shall be an independent third-party Expert jointly appointed by the Parties in accordance with Article 7.1.3 read with **ANNEX VI (TERMS OF REFERENCE FOR THE INDEPENDENT EXPERT AND INDEPENDENT AUDITOR)**, who, inter alia, shall have the duties and functions stated in this Agreement.

"Key Staff" is member staff proposed by the Operator to perform the Project activities in accordance with the RFP. The Key Staff members shall be the, Compliance/Contract & Accounts Manager, and Education Expert, dedicated to this Project for performing the services on a regular basis in accordance with the job descriptions, as may be amended from time to time by the Authority at its sole discretion, during the Concession Period.

"KPIs" means the Key Performance Indicators regarding the Operator's performance of Services under this Agreement, as set out in **ANNEX II (KEY PERFORMANCE INDICATORS)**, which may be updated further by the Parties with their mutual consultation during the Concession Period.

"Lapse of Consent" means any Applicable Permit:

- (a) ceasing to remain in full force and effect and not being renewed or replaced within the time 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 sixty (60) Days of such Applicable Permit ceasing to be in full force and effect; or
- (b) not being issued upon application has been properly and timely made and diligently pursued within the time prescribed by the Applicable Laws or where a time period is not prescribed by the Applicable Laws, within sixty (60) Days of the proper application being made for such Applicable Permit; or
- (c) being made subject, upon renewal, or otherwise, to any terms or conditions that materially and adversely affect the Operator's ability to fulfill its obligations under this Agreement.

"Long-stop Date" means the date of expiration of ninety (90) Days with effect from the effectiveness of this Agreement or extended further on account of any reasonable unavoidable circumstances and exceptional case with mutual consent of the Parties.

"Management Fee" means the service fee the Operator charges for providing its services to the Authority for managing the Project, for the services as specified in the Budget Guidelines, in accordance with the KPIs set out in the RFP. The cost head 'Management Fee' along with cost head of Operational expenditure and Key Staff Salary, shall be utilized for the deductions (if any) during any Annuity Amount Payment Adjustments based on the evaluation of the Key Performance Indicators (KPIs) in accordance with the RFP, including this Agreement.

"Material Adverse Effect" means 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 Agreement.

"**Month**" means the calendar month as per the Gregorian calendar.

"**Non-Performing Employees**" has the meaning given to it in Article 7.8.3.1.

"**Non-Political Event**" has the meaning given in Article 14.1.1(b).

"**Notice of Intent to Terminate**" has the meaning given in Article 16.1.2.

"**Notice of Annuity Amount Payment Adjustment**" shall have the meaning ascribed thereto in Article 8.2.3.

"**Notification of Contract Award**" means the notification of an award letter issued to the Operator by the Authority in terms of the criteria and other terms & conditions specified in the RFP.

"**Operator**" means, as set out in the Preamble to this Agreement.

"**Operator Annuity Amount Payment Account**" means the account to be established by the Operator and notified to the Authority as an Operator Conditions Precedent.

"**Operator's Employees**" has the meaning given to it in Article 7.8.2.1.

"**Operator Event of Default**" means any or all the events listed in Article 15.1.

"**Operator's Notice**" has the meaning given to it in Article 7.8.3.1.

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

"**PACRA**" means the Pakistan Credit Rating Agency Limited.

"**Pakistan**" means the Islamic Republic of Pakistan.

"**Party**" means the Authority or the Operator, as applicable, and "Parties" means the Authority and the Operator collectively.

"**Partnership Committee**" has the meaning given to it in Article 18.1.2.

"**Payable Annuity Amount Payment**" means, in respect of an Annuity Amount Payment Date, an amount equal to the difference between:

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

As set out in the Annuity Amount Payment Certificate. For the sake of clarity, there shall be no Annuity Amount Payment Adjustment in respect of the first two Payable Annuity Amount Payments of Year 1; however, the assessment of progress and completion of obligations by the Operator is to be carried out by the Experts as per the terms of the Concession Agreement.

"**Payment Error**" has the meaning given in Article 7.6.10.

"Performance Security" has the meaning given in Article 5.1.

"Performance Security Expiry Date" has the meaning given in Article 5.2.

"Permitted Events" means:

- (a) Force Majeure Events;
- (b) Authority Events of Default; and
- (c) a Change in Law or Lapse of Consent;

in each case causing a delay in the performance of the Operator's obligations under this Agreement

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

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

"Political Force Majeure Event" has the meaning given in Article 14.1.1(a).

"Project" has the meaning given in Recital A.

"PPP Policy Board" means the Public Private Partnership Policy Board constituted pursuant to the Sindh Public-Private Partnership Act, 2010.

"Qualifying Change in Law" means any Change in Law:

- (a) which applies specifically to:
 - (i) the Project and not other similar projects within the Province of Sindh;
 - (ii) the Operator, but not to other Persons; or
 - (iii) the provision of services that are the same as or substantially similar to the Services provided by the Operator under this Agreement, but not to other services; and
- (b) which was not reasonably foreseeable by the Operator as of the Bid Due Date.

"Quarter" or **"Quarterly"** means a calendar quarter ending on the last day of December, March, June, and September.

"Reappropriation" or **"Realignment"** has the meaning given in Article 9.1.

"Remedial Action Notice" has the meaning given in Article 16.1.1.

"Remedial Period" has the meaning given in Article 16.1.1.

"Request for Proposals" or **"RFP"** has the meaning given in Recital C.

"Sanctionable Practice" means any Corrupt Practice, Fraudulent Practice, Coercive Practice, or Collusive Practice.

"School-based Staff" means the employees (teaching ,non-teaching staff and coordinators) separately for each shift (Single Shift and Double Shift, as applicable) hired by the Operator in accordance with this Agreement. The Operator shall employ the School-based Staff with the consultation of the Independent Expert's in accordance with an open, transparent manner considering the factors, including but

not limited to (i) as per the need of the Facility, (ii) the parameter of Student-Teacher Ratio (STR), (iii) Student-Classroom Ratio (SCR), and (iv) subject-specific and level-specific teachers during the Services Period following the Budget Guidelines.

"School Consolidation Policy" means the policy circulated by the Reform Support Unit, Education & Literacy Department, Government of Sindh vide notification No. RSU/School Consolidation Policy/2011 dated 16th February 2012 and subsequently amended on 22nd January 2015 to rationalize the education sector to enhance the quality of education while ensuring access to education in all the communities by declaring a campus school formed by merging adjoining, embedded or nearby schools.

"Single Shift" has the meaning given in Article 6.

"Services" means the services provided by the Operator to the Authority in accordance with the terms of this Agreement, in particular, the scope of work of the Operator set out in **ANNEX III (OPERATOR'S SCOPE OF WORK)** and RFP during the Concession Period.

"Services Period" means the period of ten (10) years commencing on the Effective Date and ending on the Date of Expiration of the Concession Period, or the Termination Date, as applicable.

"Shareholders" means any one or more (as the context may require) of the Persons holding any shares in the issued and paid-up equity share capital of the Operator or, in case the Operator is an unincorporated body, the members, trustees, or their equivalent of the Operator.

"Signing Date" means the date on which this Concession Agreement is duly signed by each of the Parties.

"Successful School" means a School complying with the Covenants and achieving all relevant KPIs as outlined in **ANNEX II (KEY PERFORMANCE INDICATORS)**.

"Taking Over Criteria" means the criteria for taking over the Facility by the Authority in accordance with this Agreement, as set out in **ANNE X (TAKING OVER CRITERIA)**.

"Taxes" means all taxes, levies, imposts, cusses, 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 Operator.

"Technical Bid" means a technical proposal, including subsequent clarifications, submitted by the Operator in respect of the Request for Proposals for the Package No. 3 District: Khairpur, Larkana, Sukkur, Ghotki, as details set out in **ANNEX XVI (TECHNICAL PROPOSAL OF THE OPERATOR)**.

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

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

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

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

"Termination Payment" means the different termination payments required to be paid by either Party hereunder in respect of different termination events, as set out in this Agreement.

"Termination Payment Date" means the date falling ninety (90) Days following the Termination Date.

"Threshold Limit" means a five percent (5%) yearly budget in aggregate over the Concession Period.

"Training" means the organized and formal procedure by which School-based Staff and Authority Employees gain knowledge and 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 thirty-six (36) hours, including two (2) formal training sessions for each of twelve (12) hours, as further referred to Article 7.8.5.4 and with reference to the KPIs in an Academic Year.

"Training Need Assessment" or **"TNA"** means the teacher capacity/ training need assessment to be conducted by the Operator to ascertain the capacity and training needs of the Employees of Authority and Operator being managed by the Operator at the Facility, which shall be conducted in accordance with **ANNEX IV (GUIDELINES FOR THE TEACHERS' NEED ASSESSMENT)**.

"Transferor" means, for the purposes of Article 11, the Shareholder purporting to transfer its shares or interests in the Operator.

"Transferee" means, for the purposes of Article 11, the Person to whom the Transferor purports to transfer its shares or interests in the Operator.

"Transfer Date" means:

- (a) in case of early Termination of this Agreement prior to the end of the Concession Period, the Termination Payment Date is subject to the Authority making payment of the relevant Termination Payment to the Operator on or prior to such date;
- (b) in case of the end of Concession Period, the last day of the Concession Period.

"Unscheduled Outage" has the meaning given in Article 7.4.3.

"Vacation" means the annual vacations of the public schools, as may be notified by the Authority from time to time.

1.2 RULES OF INTERPRETATION

1.2.1 In this Agreement, unless the context otherwise requires:

- (a) the words importing the singular means the plural and vice-versa, and words importing the masculine shall include the feminine and neuter and vice-versa;
- (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 Agreement. The Annexes to this Agreement shall form part and parcel of this Agreement;
- (d) the headings and sub-headings in this Agreement (and references to them) are included for convenience only and shall not be taken into account in interpreting this Agreement;
- (e) the references to any agreement or deed or another instrument shall be construed as a reference to such agreement, deed, or other instruments as the same may, from time to time, be amended, varied, supplemented, or notated;
- (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; and
- (g) the words "written" and "in writing" include facsimile transmission and any means of reproducing works in a tangible and permanently visible form.

2 CONDITIONS PRECEDENT

2.1 EFFECTIVENESS OF THE AGREEMENT

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

2.2 OPERATOR'S CONDITIONS PRECEDENT

2.2.1 The Operator shall satisfy or procure the satisfaction of the following Conditions Precedent as soon as reasonably possible and in any event by the Long-stop Date and give notice to the Authority, Independent Expert, and Independent Auditor no later than five (5) Days after the date of satisfaction of each condition.

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

- (a) submitting to the Authority certified true copies of all resolutions adopted by the board of directors (or other equivalent body) of the Operator authorizing execution, delivery, and performance of this Agreement;
- (b) providing a legal opinion to the Authority from a reputable and appropriately experienced legal counsel of the Operator acceptable to the Authority confirming that: (i) the Operator has obtained all necessary Applicable Permits for the purpose of the performance of the Operator's obligations and the exercise of the Operator's rights under this Agreement; (ii) that the Applicable Permits are in full force and effect; and (iii) the Operator has duly and validly executed this Agreement, and the terms of this Agreement are fully enforceable against the Operator;
- (c) submitting the Performance Security to the Authority as contemplated in Article 5.1, read together with the Notification of Contract Award;
- (d) submitting Sindh Revenue Board (SRB) registration certificate;
- (e) the Operator opened the Operator Annuity Amount Payment Account and notified the same the Authority; and
- (f) availability of the Key Staff members proposed by the Operator in its Technical Bid to perform the Project activities on a dedicated basis in accordance with the RFP. The Key Staff members shall be the, Accounts & Compliance Manager, and Education Expert., dedicated to this Project for performing the services on a regular basis in accordance with the job description, as may be amended from time to time by the Authority at its sole discretion, during the Concession Period.
- (g) Submission of workplan for the Service Period, duly certified by the IE.
- (h) Hiring of School-based Teaching staff, School-based Coordinators and School-based Support Staff (Non-Teaching).

2.3 AUTHORITY'S CONDITIONS PRECEDENT

2.3.1 The Authority shall satisfy or procure the satisfaction of the following Conditions Precedent as soon as reasonably possible and in any event by the Long-stop Date and give notice to the Operator, Independent Expert, and Independent Auditor 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 Operator has fulfilled its Conditions Precedent specified in Article 2.2.2.

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

- (a) the Authority has opened the Authority Annuity Amount Payment Account (the '**Escrow Account**') for Package No. 3 District: Khairpur, Larkana, Sukkur, Ghotki and has funded it up to the half of the First Year's Payable Annuity Amount Payment as per the **ANNEX XIV (FINANCIAL MODEL)**;
- (b) the Authority has notified the District Support Team(s) and has appointed its representatives to such District Support Teams(s); and
- (c) the Authority has issued a notification, notifying the Handing Over of the Facility as set out in detail in **ANNEX XV (DETAILS OF FACILITY)** to the Operator.

2.4 JOINT CONDITIONS PRECEDENT

- 2.4.1 The Parties shall jointly satisfy or procure the satisfaction of the following Conditions Precedent as soon as reasonably possible and in any event by the Long-stop Date.
- 2.4.2 The Conditions Precedent to be jointly satisfied by the Parties are as follows:
 - (a) jointly appointing the Independent Expert as contemplated in Article 7.1.3;
 - (b) jointly appointing the Independent Auditor as contemplated in Article 7.1.1;
 - (c) jointly appointing the escrow bank and executing the escrow agreement; and
 - (d) jointly involve in Handing Over and Taking Over the possession of the Facility as set out in detail in **ANNEX XV (DETAILS OF FACILITY)** in accordance with the criteria set out in **ANNEX IX (HANDING OVER CRITERIA)** of this Agreement.

2.5 EFFECTIVE DATE

Subject to Article 2.1, this Agreement shall come into force and effect on the Effective Date, provided such date is before the Long-stop Date and jointly notified by an Independent Expert and Independent Auditor in a manner prescribed under the Agreement or in accordance with the instructions communicated by the Authority.

2.6 CONSEQUENCES OF FAILURE TO FULFILL THE CONDITIONS PRECEDENT

- 2.6.1 If the Operator fails to fulfill any of the Conditions Precedent (unless waived or deferred by the Authority in its absolute discretion) that it is required to satisfy under Article 2.2 by the Long-stop Date, the Authority shall be entitled to terminate this Agreement by issuing a written notice of thirty (30) Days to the Operator.
- 2.6.2 On such Termination, the Authority shall be entitled to draw on the Performance Security of the Operator 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 Operator's failure to fulfill the Conditions Precedent and implement the Project in accordance with the terms of this Agreement.
- 2.6.3 If the Authority fails to fulfill any of the Conditions Precedent (unless waived or deferred by the Operator in its absolute discretion) that it is required to satisfy under Article 2.3 by the Long-stop Date, the Operator shall be entitled to terminate this Agreement by issuing a written notice of thirty (30) Days to the Operator.
- 2.6.4 If the Parties fail to fulfill any of the Conditions Precedent (unless waived or deferred by the mutual consent of the Parties) that they are required to satisfy under Article 2.4 by the Long-stop Date, either Party shall be entitled to terminate this Agreement by issuing a written notice of thirty (30) Days to the other Party.

On Termination of this Agreement pursuant to Articles 2.6.3 or 2.6.4 above, the Authority shall return the Performance Security to the Operator. For the sake of clarity, the Authority shall not draw on any of the aforesaid securities in case of Termination due to the Authority's failure to fulfill any of the Conditions Precedent. The Parties further agree that in case of Termination of this Agreement for whatever reason prior

to the Effective Date, the Authority shall not be liable to compensate the Operator in respect of such Termination.

3 GRANT OF CONCESSION AND CONCESSION PERIOD

3.1 GRANT OF THE CONCESSION

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

3.2 CONCESSION PERIOD

- 3.2.1 Subject to early Termination in accordance with this Agreement, the Concession is granted for a period of ten years, commencing from the Effective Date (the '**Concession Period**').
- 3.2.2 Notwithstanding anything to the contrary stated in this Agreement, the Operator may request an extension of the Concession Period at any time at least one (1) year prior to the Expiry of Concession Period, provided that at the time of the request, the Operator is materially in compliance with its obligations under this Agreement and is not otherwise facing a default therein. The Authority has a right to accept or reject this request for an extension, subject to the approval of the PPP Policy Board in accordance with Applicable Laws.

3.3 RIGHT, TITLE, AND INTEREST IN THE FACILITY

- 3.3.1 The Parties acknowledge that full ownership, rights, and title to the Facility (including any additions, modifications, or construction thereon carried out by the Operator pursuant to this Agreement) shall be vested with the Authority throughout the Concession Period and thereafter, and the Operator shall not create any encumbrance or other third-party rights over the Facility or any part thereof or otherwise sub-let or part with the possession of the Facility at any time during the Concession Period.
- 3.3.2 The Authority shall be entitled to use the Facility at any time and from time to time in accordance with the Applicable Laws, in particular during national emergencies, elections, and other similar events where it is customary to use the Facility for such purposes, provided that the Authority shall give reasonable notice to the Operator prior to exercising any rights hereunder and shall ensure that there is minimum impact on the Services being rendered by the Operator hereunder due to Authority's use of the Facility and that the Facility is not damaged or destroyed. The Operator shall assist the Authority in this regard and shall also extend the Services of the School-based Staff during such time as may reasonably be requested by the Authority.
- 3.3.3 Subject to Article 3.3.2 above, the Operator undertakes that the Facility shall not be used for any commercial or private purposes, including but not limited to public gatherings, functions, weddings, or political events, other than any events specifically linked to the purposes for which the Concession is granted to the Operator. The Authority hereby undertakes that it shall not permit or request the Operator to facilitate any of the foregoing events at the Facility.

3.4 IMPROVEMENTS IN THE FACILITY

- 3.4.1 The Parties agree that the Operator shall be free to purchase, at its own cost and expense assets, equipment or other teaching aids required to be used in the Facility, in particular those that assist the Operator in fulfilling the KPIs and/ or implementing education philosophy as described in the Authority's Request for Proposals, and the Operator's Technical Bid and Financial Bid of the Project. The Operator shall, from

time to time, also replace the obsolete equipment and assets being used in the Facility with new assets and equipment at its own cost in accordance with the RFP Budget Guidelines. The Parties further agree that all such assets, equipment, or other teaching aids (whether originally provided by the Authority or purchased or replaced by the Operator) shall be the property of the Authority and shall be handed over to the Authority, free from any encumbrances on the Transfer Date.

- 3.4.2 The Operator shall be free to use its own personal assets in the Facility; the ownership whereof shall remain with the Operator.

3.5 **AUTHORITY'S ASSISTANCE**

- 3.5.1 The Authority shall provide and shall seek the cooperation of other relevant Government authorities for providing such reasonable assistance as may be reasonably requested by the Operator for obtaining the grant or renewal of the Applicable Permits (if any) required for the performance of the Operator's obligations or the exercise of the Operator's rights under this Agreement.

3.6 **EXPIRY OF CONCESSION PERIOD**

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

4 GENERAL COVENANTS

4.1 COVENANTS DURING THE SERVICES PERIOD

- 4.1.1 The Operator agrees and undertakes that throughout the term of this Agreement, the commencement of KPIs assessment for the relevant Quarters will be subject to the compliance of Article 4.1.1 certified in writing by the Independent Expert on each Quarterly basis:
- (a) the Operator shall maintain the solar system, furniture, computer lab, drinking water facilities, etc., at a reasonable level to ensure that all such utilities are being provided by the Operator uninterrupted for the Services Period;
 - (b) the Operator shall maintain the Performance Security and Sindh Revenue Board (SRB) registration effective for the tenure of the Concession Agreement and provide a copy of the same to the Independent Expert and Independent Auditor from time to time, in case of any renewal;
 - (c) the Operator shall fully maintain the EMIRS on time to ensure the performance of its duties as part of the Concession. The Operator shall share EMIRS access with the Authority, Independent Expert, and Independent Auditor Organizations;
 - (d) the Operator shall submit all the applicable reports to the Authority, Independent Expert, and Independent Auditor on time as specified under Article 7.6;
 - (e) the Operator shall implement all proposed intervention(s) following Good Industry Practices and as per the procedure prescribed by the Operator in its Technical and Financial Bids;
 - (f) the Operator shall run the Facility on Double-shift modality unless sufficient classrooms are available in the Facility to run the school in Single-shift model.
 - (g) The Operator shall fulfil the requirements for ensuring inclusivity in education.
 - (h) the Operator shall, as a contingency, be liable for maintaining the provision of optimum School-based Staff during the Services Period;
 - (i) the Operator shall display in Facility listed in **ANNEX XV (DETAILS OF FACILITY)** a grievance redressal mechanism on each school's notice board along with the respective contact numbers of the Authority & District School Administrations, EMOs, and Independent Expert, whereby the students and community may get to know the levels through which complaints pertaining to school administration, overall learning environment, cleanliness, etc. may be lodged. If such a complaint is not resolved in seven (7) working days, then such a complaint may be referred to the Independent Expert by the student or community/ parents;
 - (j) the Operator shall submit annual financial statements to the Authority relating to the Facility in compliance with Article 7.6.8 of the Concession Agreement;
 - (k) the Operator shall submit annual KPI report to the Authority and Independent Auditor in compliance with Article 7.6.9 of the Concession Agreement;
 - (l) the Operator shall retain and maintain the Facility in peaceful possession, in accordance with Good Industry Practices, and enjoy the benefits of the Facility in accordance with this Agreement;
 - (m) the Operator shall perform all its obligations under this Agreement and in pursuance with the Bid provided during the bidding process and ensure that it meets the KPIs;
 - (n) except as specifically permitted under this Agreement, the Operator shall not vacate or part with the possession of the Facility;
 - (o) during the entire Concession Period, the Operator shall obtain all Applicable Permits that are required for all activities contemplated under this Agreement,

including the operation of the Facility unconditionally, or if such Applicable Permits are subject to conditions, then complying with all such conditions, such that such Applicable Permits are and shall be kept in full force and effect for the entire Concession Period;

- (p) the Operator shall not, without the prior written consent of the Authority or otherwise as stated in **ANNEX XV (DETAILS OF FACILITY)**, change the level of education being provided at the Facility (i.e., if a Facility is providing secondary level education, it would continue to do so unless decided or approved otherwise by the Authority);
 - (q) it shall follow the provincial curriculum prescribed by the Government Authorities and use the reading materials and other books prescribed and/ or provided by the Government authorities. Without prejudice to the foregoing, the Operator shall be free to assign any additional reading materials, books, or methods of learning that are permitted under the Applicable Laws;
 - (r) it shall, as reasonably possible, ensure expenditure and costs associated with the performance of the obligations as contemplated under the Concession Agreement in pursuance of the Financial Bid, having taken into account the existing and optimal enrollment of students in the Facility;
 - (s) it shall ensure compliance with all Applicable Laws; and
 - (t) it shall undertake, at its own cost and expense, the responsibility of provision of security of the Facility.
- 4.1.2 At all times before, during, or after the Concession Period, the Operator 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 Operator's use of the Facility 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 Facility or any part thereof shall, during or after the Services Period, vest with the Authority.
- 4.1.3 Notwithstanding anything to the contrary contained in Article 4.1.1 above, the Operator agrees that:
- (a) the Authority and its representatives/ nominees shall have full rights to enter upon, access, and utilize the Facility, call any record for the purpose of monitoring the performance and activities of the Operator pursuant to this Agreement;
 - (b) the Authority, the Independent Expert, and the Independent Auditor shall have full rights to enter upon, access, and utilize the Facility, call any record for the purpose of exercising their rights and fulfillment of their duties pursuant to this Agreement; and
 - (c) Government Authorities shall have the right to enter and access the Facility or call any record in accordance with the Applicable Laws;
- Provided such access does not unreasonably interfere with or hinder the performance of the Operator's obligations under this Agreement. The Authority shall use its best endeavors to notify the Operator prior to exercising any rights under Article 4.1.3.
- 4.1.4 The Operator shall not engage in (and shall not authorize or permit any Affiliate or any other Person acting on its behalf to engage in), with respect to the Project or any transaction contemplated by this Agreement, any Sanctionable Practices.

5 PERFORMANCE SECURITY

- 5.1 Prior to the Signing Date of the Concession Agreement and within the time period specified in the Authority's Notification of Award, the Operator shall submit to the Authority an unconditional and irrevocable on-demand bank guarantee issued by a scheduled bank operating in Pakistan having a long-term credit rating of at least "A-" according to the PACRA rating scale for financial institutions, for an amount equal to one percent (1%) of the total Bid Price, i.e., PKR _____(Pakistani Rupees _____) and substantially in the form set out under **ANNEX VII (FORM OF PERFORMANCE SECURITY)**, to secure the due performance of the Operator's obligations during the Concession Period and for the purposes set out in Articles 2.6 & 2.8 and this Article 5 (the '**Performance Security**').
- 5.2 The Operator shall maintain the Performance Security in full force and effect from the date on which it is issued until the date falling ninety (90) Days following the last Day of the Services Period (the '**Performance Security Expiry Date**'), at which date the Performance Security shall be released.
- 5.3 If the Performance Security is scheduled to expire prior to the Performance Security Expiry Date, then the Operator shall notify the Authority of the same at least thirty (30) Days prior to the scheduled expiry of the Performance Security, and the Operator shall (notwithstanding such notification) arrange for an extension of the Performance Security such that it remains valid and in full force and effect until the Performance Security Expiry Date. If the Operator fails to extend the Performance Security in terms of this Article 5.2, the Authority shall be entitled to drawdown the Performance Security (without any notice, reference, or prior recourse to the Operator or any other Person) in full. The amount so received shall be treated as a cash retention and, to the extent that there are no outstanding claims thereto, shall be released upon submission of a new Performance Security acceptable to the Authority or upon the Performance Security Expiry Date.
- 5.4 The Authority shall have the right to draw on the Performance Security (without any notice, reference, or prior recourse to the Operator or any other Person) upon the Operator's failure to honor any of its obligations, responsibilities, or commitments under this Agreement. In addition, the Authority shall have the right to draw on the Performance Security (without any notice, reference, or prior recourse to the Operator or any other Person), as applicable, in accordance with Articles 2.6 & 2.8.

6 FACILITY TIMINGS AND SHIFTS

6.1 TIMINGS

- 6.1.1 The Facility Timings shall be notified by the Authority from time to time through notification. The provisions of this Agreement shall be applicable on the following Shifts, i.e., Single Shift and Double Shift.
- 6.1.2 Unless expressly specified otherwise in the RFP, Single Shift and Double Shift become effective in full force during the Services Period effective from the Effective Date upon issuance of notification by the Independent Expert and Independent Auditor.
- 6.1.3 In case sufficient classrooms are available in the Facility to run the school (from ECE – Class VIII) in Single Shift, the Operator may submit a request to the Independent Expert to assess the feasibility and viability of Single Shift.
- 6.1.4 The Independent Expert shall review the Single Shift request received from the Operator or Authority and shall submit its recommendation to Authority within fifteen (15) Days to the Authority.
- 6.1.5 The Authority reserves its rights to accept or reject the proposal for Single Shift model.

7 SERVICES PERIOD

7.1 INDEPENDENT AUDITOR & INDEPENDENT EXPERT

- 7.1.1 As a Conditions Precedent to the Effective Date, the Parties shall jointly appoint an Expert to fulfil the duties and obligations of the Independent Auditor during the Concession Period (the '**Independent Auditor**').
- 7.1.2 The procedures for the terms of appointment and the scope of work of the Independent Auditor are set out at **ANNEX VI (TERMS OF REFERENCE FOR THE INDEPENDENT EXPERT AND INDEPENDENT AUDITOR)**.
- 7.1.3 As a Conditions Precedent to the Effective Date, the Parties shall jointly appoint an Expert to fulfil the duties and obligations of the Independent Expert during the Concession Period (the '**Independent Expert**').
- 7.1.4 The procedures for the terms of appointment and the scope of work of the Independent Expert are set out at **ANNEX VI (TERMS OF REFERENCE FOR THE INDEPENDENT EXPERT AND INDEPENDENT AUDITOR)**.
- (a) all fees, costs, charges, and expenses payable to the Independent Auditor and the Independent Expert shall be solely borne by the Operator, notwithstanding that the Independent Auditor and the Independent Expert shall be jointly appointed by the Authority and the Operator. Further, notwithstanding that the fees, costs, charges, and expenses payable to the Independent Auditor and the Independent Expert shall be borne by the Operator in accordance with the RFP Budget Guidelines and the Authority's instructions as may be issued and amended by it from time to time;
 - (b) the Independent Auditor and the Independent Expert shall act independently, objectively, 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 Agreement to be issued by such party; or
 - (ii) jointly issued by the Parties;
 - (c) the Independent Auditor and the Independent Expert shall be independent monitors, Experts, and/ or auditors 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 Operator shall pay all fees, costs, charges, and expenses due to the Independent Auditor and the Independent Expert in a diligent and timely manner and in accordance with the terms of engagement of the Independent Auditor and the Independent Expert, respectively. Failure by the Operator to pay in a diligent and timely manner and in accordance with the terms of engagement of the Independent Auditor and the Independent Expert shall entitle the Authority to drawdown the Performance Security (without any notice, reference, or prior recourse to the Operator or any other Person) and utilize such amounts to directly make payment to the Independent Auditor and the Independent Expert, in which case the Operator shall forthwith replenish the Performance Security.

- 7.1.5 The Parties may replace the Independent Auditor and/ or the Independent Expert in any of the following circumstances:
- (a) if the Independent Auditor and/ or the Independent Expert have not discharged their duties incorporated in the Concession Agreement and Independent Expert and/ or Independent Auditor Agreement;
 - (b) if the Parties mutually agree not to renew the appointment of the Independent Auditor and/ or the Independent Expert; or

- (c) if the Independent Auditor and/ or the Independent Expert tender their resignation/ or termination of the contract in accordance with the terms of their appointment;
- (d) a material breach of the Independent Auditor and/ or Independent Expert of any of its obligations under this Agreement; and
- (e) if any of the Parties have reason to believe the Independent Auditor and/ or Independent Expert have not discharged their duties in a fair, appropriate, objective, reasonable, and diligent manner.

The Parties shall comply with **ANNEX VI (TERMS OF REFERENCE FOR THE INDEPENDENT EXPERT AND INDEPENDENT AUDITOR)** in appointing such replacement of Independent Auditor and/ or Independent Expert.

7.1.6 The Independent Auditor and the Independent Expert shall be required to act independently, reasonably, fairly, and expeditiously in fulfilling their duties and obligations under this Agreement.

7.1.7 The Independent Auditor and the Independent Expert shall, at all times during the Concession Period, have the right to enter upon and access the Facility to check the Operator's Project execution and Services performance, including its cross-verification of related record or any other aspect on the part of the Operator's obligation as specified under the RFP at any time during the Concession Agreement. The Operator shall assist the Independent Auditor and the Independent Expert during their attendance at the Facility. The Independent Auditor and the Independent Expert shall have no authority to delay or hinder the performance of the Services, except as expressly specified in this Agreement.

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

7.2 COMMENCEMENT OF PERFORMANCE OF SERVICES

7.2.1 The Operator shall be obligated to commence the works and related services, , in respect of the Facility as and from the Effective Date.

7.2.2 As and from the Effective Date, the Operator shall be entitled to demand and collect the Annuity Amount Payments in accordance with Article 8.

7.3 GENERAL REQUIREMENTS

7.3.1 The Operator, in order to convert each Facility into a Successful School, shall perform the Services and undertake the responsibility for the O&M, including repair & maintenance, of the Facility and shall perform the Services in a manner that is in compliance with the KPIs, the Operator's scope set out in the RFP and the Technical Proposal submitted by the Operator, the Applicable Laws, the Applicable Permits, and Good Industry Practices.

7.3.2 The Operator shall undertake the O&M of the Facility and perform the Services itself and/ or through its employees and agents possessing the requisite technical, financial, managerial, and teaching expertise and capability.

7.3.3 The Operator shall, at all times during the Concession Period, provide the Authority, the Independent Auditor, the Independent Expert, and their representatives with reasonable access to the Facility for monitoring the Services and conducting inspections and audits in accordance with this Agreement.

7.3.4 The Operator shall develop and implement a safety program for the Facility, comply with the Safety Regulations, and adopt appropriate safeguards and measures for the security of the environment, human life, and property at the Facility in accordance with the Applicable Laws and Good Industry Practice.

7.3.5 The Operator shall ensure inclusivity in education in the Facility listed in **ANNEX XV (DETAILS OF FACILITY)**, including providing a gender-sensitive environment to all students and employees, both Operator's School-based Staff and Authority's Employees.

7.4 REPAIR AND MAINTENANCE OF THE FACILITY

7.4.1 The Operator shall maintain the Facility in line with Good Industry Practices and ensure that the Facility is fully operational throughout the Concession Period. The Operator shall be responsible for undertaking the operation and maintenance of the Facility during the Concession Period in accordance with the RFP Budget Guidelines.

7.4.2 The Operator shall schedule and conduct the initial repair and maintenance work, of the Facility to ensure the overall Facility is fully operational during the Services Period in accordance with the terms & conditions set out in the RFP. All the repair and maintenance work and the costs thereof shall be certified by the Independent Expert and Independent Auditor. The Authority shall disburse the costs of such repair and maintenance, as certified by the Independent Expert and Independent Auditor, to the Operator with the upcoming Annuity Amount Payment Date.

7.4.3 When the need arises for an unscheduled outage in order to undertake emergency maintenance during an Academic Year (the '**Unscheduled Outage**'), the Operator shall advise the Authority of such need and the commencement and estimated duration of such work. The Authority may allow the Operator to schedule such an outage within a period of time that is reasonable under the circumstances and not exceeding the time required by Good Industry Practices. The Operator shall advise the Authority of the above matters by notice in writing, and the Authority shall respond within three (3) working days of 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.

7.4.4 If the Operator ceases to operate any Facility for a period of seventy-two (72) consecutive hours, other than due to a Force Majeure Event or an Unscheduled Outage, then the Authority shall be entitled, upon giving a twenty-four (24) hours prior written notice, to step in and undertake O&M and perform the Services at such Facility until the Operator demonstrates to the satisfaction of the Authority that it can and will resume normal operation of such Facility.

7.4.5 If the Authority has not notified the end of the step-in after the expiry of a period of ninety (90) Days starting from the date of step-in by the Authority, and except as otherwise agreed by the Parties, the Agreement shall automatically be terminated for an Operator Event of Default. The exercise of the Authority's rights under Article 7.4 shall be at the Operator's cost, risk, and expense. The Authority shall not be required to make any payments to the Operator during the time of step-in other than those payments that are already due and payable to the Operator under this Agreement prior to the time of step-in.

7.5 APPLICABLE PERMITS AND APPLICABLE LAWS

7.5.1 The Operator shall make any applications required in respect of and obtain all Applicable Permits for the performance of the Services to the Authority in accordance with the provisions of the Applicable Laws. The costs of complying with this requirement shall be borne solely by the Operator.

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

7.5.3 The Operator shall comply with the conditions of all Applicable Permits, the provisions of all Applicable Laws, and Good Industry Practices in carrying out the Services at the Facility at all times during the Concession Period.

7.5.4 In the event of any Lapse of Consent, the Operator shall notify the same the Authority (with a copy to the Independent Expert and the Independent Auditor) within three (3)

Days after becoming aware thereof. Following receipt of such notification by the Authority, the Operator shall provide the Authority with all documents and information notified by the Authority to the Operator in respect of such Lapse of Consent.

7.6 RECORDS, REPORTING, ACCOUNTS, AND AUDITS

- 7.6.1 The Operator shall maintain records (in both soft and hard format) of all movable and immovable assets including, but not limited to, books, resources, machinery, furniture, fixtures, equipment, etc., and students, teachers, staff, and compliance with the KPIs and Budget Guidelines, as applicable, during the Concession Period.
- 7.6.2 The Operator shall maintain books of accounts recording all payments received from the Authority and other revenues derived/ collected from or on account of the Facility and the Services.
- 7.6.3 The Operator shall deliver to the Authority the following reports within the time specified below:
- (a) Quarterly and/ or annual reports, as applicable in terms of this Agreement, relating to the performance of Services at the Facility, meeting/ non-meeting of KPIs, compliance of applicable covenants, and a summary of the expenditure incurred during such Quarter prepared substantially in the form set out in **ANNEX V (REPORTING FORMS)** and delivered to the Authority, Independent Expert, and Independent Auditor, in writing (by email and post) within fifteen (15) Days after the end of each Quarter;
 - (b) reports on any critical damage or security lapse at the Facility leading to any interruptions or outages of the Facility to the Authority, Independent Expert, and Independent Auditor as soon as reasonably possible but not later than three (3) Days after each such occurrence; and
 - (c) reports on any material litigation (including any winding-up proceedings or notice to commence winding-up), proceedings or material disputes to which the Operator is a party, the appointment of a receiver or administrator in relation to the business or assets of the Operator, and any adverse orders or judgments passed by any Government Authorities that affects or is likely to affect the performance of the Services, to the Authority, Independent Expert, Independent Auditor, as soon as reasonably possible after the occurrence of such events.
- 7.6.4 The Operator shall generate detailed invoices in terms of this Agreement to the Independent Expert and Independent Auditor claiming the expenditure incurred (along with the bills/ invoices for the amount spent) for the particular Quarter, including the Management Fee.
- 7.6.5 Without limiting the Operator's obligations under Applicable Laws, during the Concession Period and for a period of three (3) years thereafter, the Operator 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 Agreement.
- 7.6.6 The Operator shall make available to the Authority, the Independent Expert, and the Independent Auditor all books and records maintained by the Operator upon a request being made by any of them. The Operator shall and shall cause its employees and agents to fully cooperate and provide all assistance to the Authority, the Independent Expert, and the Independent Auditor.
- 7.6.7 The Operator shall keep the record upto date on EMIRS and ensure timely submission of QPR and other reports.
- 7.6.8 The Authority, the Independent Expert, and the Independent Auditor shall reserve the right to access, make copies of, and audit all such books, records, accounts, financial statements, reports, evaluations, and any other information relating to the performance of the Services by the Operator under this Project.

- 7.6.9 The Operator shall provide the Authority with two (2) copies of its audited financial statements, along with a report thereon by the Independent Expert and Independent Auditor, within sixty (60) Days of the close of the Financial Year.
- 7.6.10 The Operator shall also provide the Authority and the Independent Auditor with two (2) copies of the Annual Progress report (APR) on a standardized reporting template as provided by the Authority, duly reviewed, and certified by the Independent Expert, within forty-five (45) Days of the close of the Agreement Year.
- 7.6.11 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 Quarterly payment due immediately after receipt of notification from the Independent Auditor of such Payment Error.
- 7.6.12 For the avoidance of doubt, the Operator shall be required to provide a Quarterly Progress Report (QPR) on a standardized reporting template (duly verified by the Independent Expert) on a Quarterly basis through EMIRS to the Authority and the Independent Auditor, which will conform, inter alia, the meeting of the KPIs. Also, the Parties agree that the Operator shall conduct the financial audits in accordance with the Applicable Laws at the end of each Financial Year and provide the audited financial statements to the authority in accordance with this Agreement.
- 7.6.13 The Key Staff proposed by the Operator shall perform the work in accordance with the job description, as may be amended or updated by the Authority from time to time during the Concession Period, as stipulated in the Technical Bid. The Compliance Manager shall be responsible for ensuring that the Operator complies with its outside regulatory requirements and internal policies. S/he will be responsible for ensuring the Operator follows the terms and conditions, Key Performance Indicators (KPIs), reporting requirements, and Scope of Work under this Concession Agreement. The preliminary responsibilities of the Key Staff have been incorporated in **ANNEX I (TECHNICAL INFORMATION)** and CVs provided by the Operator with Technical Bid.

7.7 PROVISION OF UTILITIES

- 7.7.1 The Operator shall be solely responsible for arranging all utilities for the operation and maintenance of the Facility as set out in the RFP document. Notwithstanding the foregoing, the Authority shall be solely responsible for paying any outstanding dues or claims in respect of any utilities consumed at the Facility prior to the commencement of the Concession Period.
- 7.7.2 Where the Operator seeks to procure any utilities from Government Authorities, the Authority shall use reasonable endeavors to assist the Operator in obtaining rates from such Government Authorities

7.8 EMPLOYEES

- 7.8.1 Employees provided by the Authority:
- 7.8.1.1 As and from the Effective Date, the Authority's Employees employed at the Facility shall render their services to the Operator, and the Operator undertakes to retain such Authority's Employees at the Facility in accordance with this Agreement, provided the Operator shall conduct the TNA of all Authority's Employees, and the Operator shall formulate Training programs for such Authority's Employees based on their Training needs to be determined through the TNA.
- 7.8.1.2 The Authority's Employees shall be under the management and direction of the Operator throughout the Services 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.

7.8.1.3 The Operator shall not dismiss or terminate any of the Authority's Employees.

7.8.1.4 The Authority shall ensure the retention of the staff in the Facility as stated in **ANNEX XVII (STAFF)** and make reasonable efforts to increase and/ or maintain a sufficient number of the Authority's Employees during the Concession Period. In the case where the Facility has more than the minimum required staff as per the Concession Agreement and the Operator has the fiscal space to appoint additional teachers (subject-specific and level-specific), thereby (exceeding the total number of required teachers), the Operator in consultation with the Independent Expert may incur cost against such additional staff from the respective budget head of its Financial Bid in accordance with the Budget Guidelines.

7.8.2 Operator's Employees:

7.8.2.1 The Operator, in consultation with the Independent Expert, shall employ and shall be entitled to offer employment to the School-based Staff having suitable experience and skill sets (the '**Operator's Employees**') on such terms and conditions as it deems fit, subject to Good Industry Practices and Applicable Laws., for the purposes of undertaking the O&M, and maintenance of the Facility and the performance of the Services within the Facilities listed in **ANNEX XV (DETAILS OF FACILITY)** during the Services Period in accordance with the requirements set out in Article 7.3.1 and the Budget Guidelines. The Operator shall also appoint appropriately trained staff to provide basic health facilities at the Facility. The Operator's Employees shall be engaged for each shift separately unless there is a genuine need to engage any Operator's Employee for both shifts (Single Shift and Double Shift), which in such case shall be subject to the consent from the Independent Expert. For clarity purposes, the Operator shall utilize the Management Fee budget head for releases of salary or remuneration of any kind to its staff, except Key Staff as part of the Bid, appointed at its level and engaged at the Project Management Office or anywhere else, including head office and outside the Facility listed in **ANNEX XV (DETAILS OF FACILITY)** during the Services Period.

7.8.2.2 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 Operator's Employees under any of the Applicable Laws or Applicable Permits relating to labor issues. The Operator 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 Operator's Employees.

The Operator shall be solely responsible for remunerating and making other payments to the School-based Staff, as per the relevant contracts and considering the Budget Guidelines. The Operator shall ensure to release payments of all kinds to its Employees through cross-cheque or online payments from the designated bank accounts during the Services Period. The Operator shall also be responsible for and 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 Operator's Employees.

7.8.2.3 The Operator shall ensure the Key Staff proposed in the Technical Bid are available and engaged before the Effective Date for performing services during the Concession Period. The Operator's proposed Key Staff will remain the same without any change. Any change of a Key Staff member that takes place at any time due to any reason beyond the reasonable control of the Operator, the Operator shall seek prior approval from the Authority regarding such replacement subject to the condition that such replacement has equivalent or better qualification, experience, and expertise. The Authority may require the Operator to remove and replace any Key Staff, stating reasons for such action, and the Operator, in such a case, shall be obligated to replace the same within thirty (30) Days. The Operator's failure to follow the given instructions within the stipulated time, the Authority shall pass instructions to the Independent Expert and Independent Auditor for stoppage of the remuneration to the extent of that proposed Key Staff recommended for replacement by the Authority.

7.8.3 Mechanism for Transfer of Employees of the Authority:

- 7.8.3.1 In the event the Operator 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 Operator shall notify the Independent Expert in writing along with reasonable details of the Employment Criteria not being met by such Non-Performing Employees (Operator's Notice).
- 7.8.3.2 Within thirty (30) Days of receipt of the Operator's 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 the Non-Performing Employee(s) within the following lines:
- (a) the claims made in the Operator's Notice may be rejected, in which case the Non-Performing Employees shall continue to be employed at the Facility in accordance with this Agreement; or
 - (b) the claims made in the Operator's Notice may be accepted, in which case the Independent Expert shall communicate in writing to the Authority and the Operator to Transfer the Non-Performing Employees as per the Sindh Civil Servant (Appointment, Promotion & Transfer) Rules 1974, from the Facility (as soon as practicable and in any event within a period of forty-five (45) Days and to provide the Operator with a suitable replacement thereof.
- 7.8.3.3 The Non-Performing employee shall be liable to continue to perform his duties as per normal course until the transfer or replacement or any other action for his post/position is completed and notified by the Authority in writing.
- 7.8.3.4 In the event the Authority is of the opinion that the Authority's Employee(s) are to be transferred on the administrative ground(s), in such event, the competent authority, after procuring consent from the Operator, shall seek approval from the School Education & Literacy Department, GoS, to issue the transfer notification whilst providing suitable replacement (having a same or reasonable level of designation and post with the Employee(s) being transferred) in the same transfer notification.
- 7.8.3.5 Position felt vacant, except described hereinabove in Article 7.8.3.4, shall be filled within thirty (30) Days by the Authority in accordance with Article 7.8.1.4; otherwise, the Operator thereafter may reserve its right to fill the vacant post within thirty (30) Days in consultation with the Independent Expert following the criteria set forth in this Agreement to ensure achievement of the KPIs during the Services Period.
- 7.8.4 Appraisal of the Employees:
- The Operator shall evaluate all employees working at the Facility, including the Authority's Employees and the Operator'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 absolute discretion with respect to promotion, remuneration, and other benefits of the Authority's Employees. The Operator shall provide the report containing the evaluation of all Employees, carried out at the end of each year, to the Authority within thirty (30) Days of the end of each such year.
- 7.8.5 Training of Employees:
- 7.8.5.1 The Operator shall ensure that the Employees are at all times properly trained in accordance with this Agreement and Good Industry Practices for their respective functions.
- 7.8.5.2 The Operator shall not discriminate between the Authority's Employees and the Operator's Employees with regard to their Training, development, evaluation, and appraisals.
- 7.8.5.3 The Authority may assist the Operator in arranging for appropriate Training programs for the Employees, and the Parties shall agree upon a Training schedule at least thirty (30) Days prior to the start of such Training(s), which Training schedule shall specify

the number and details of Training to be attended by each Employee and the relevant Party who will arrange and pay for such Training.

- 7.8.5.4 Notwithstanding the foregoing, the Operator shall be responsible for conducting at least two (2) formal Training sessions, each of at least twelve (12) hours for each Employee, in particular the teaching staff provided by each Party, in each Financial Year as further described in **ANNEX II (KEY PERFORMANCE INDICATORS)**. Such Training can be provided in-house. The costs of such Training sessions shall be borne by the Operator in accordance with the Operator's Bid and Budget Guidelines.
- 7.8.5.5 The Operator shall ensure that all Employees Training is scheduled during the Vacations, provided that any Training scheduled during the Vacations should not exceed twenty-four (24) hours in the aggregate, provided further that if any Employees Training is required to be conducted during a period other than the Vacations, the Operator shall ensure that there is minimum disruption to the Services.
- 7.8.6 Other Employee Matters:
- 7.8.6.1 In no event, whether upon expiration or early Termination of the Concession Period, the Authority will be liable to reimburse or indemnify the Operator 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 Operator's Employees. The Operator shall be responsible for discharging all such costs or liabilities arising by operation of law.

7.9 BOOKS

- 7.9.1 Prior to the start of each Academic Year or otherwise as may be required, the Authority shall use its best endeavors to provide the relevant textbooks to be used by the Operator at the Facility, which books shall be in accordance with the national curriculum prescribed by the Government Authorities. In the event the Authority fails to provide the relevant textbooks on time, then the Operator, with the approval of the Authority, shall be free to arrange for and provide the same or use any existing resources available at the Facility.
- 7.9.2 The Operator is highly encouraged to adopt pragmatic approaches in the Facility for the student's continuous awareness to maintain the textbooks provided by the Authority or otherwise in a proper condition and handover the same after completing the Academic Year to reutilize the books for the students in the succeeding Academic Years to reduce the additional procurement of books during the Services Period. To this effect, the Operator may request the Authority for additional funds to cover the costs of book bindings and other repairs in accordance with the provisions laid down under Article 9 of this Agreement.

7.10 ADDITIONAL SERVICES

- 7.10.1 Either Party (Authority or the Operator) may request, if permitted under the law, for any additional/ ancillary educational services, i.e., over enrollment, evening classes, additional furniture, hiring of additional school staff, Non-formal Education Program, and vocational training. Request for additional services shall be communicated in writing by one Party, which may be accepted or declined by the other Party. In case of acceptance of the request for additional services, the Operator shall be responsible for executing the additional services on agreed terms and conditions in the stipulated timeframe, and the Authority, in consideration of the Operator's additional services, may reimburse or provide payments for such services using the contingency head or Reappropriation, as applicable, during the Concession Period following the terms of this Agreement.

8 ANNUITY AMOUNT PAYMENTS AND INVOICING

8.1 ANNUITY AMOUNT PAYMENTS

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

8.2 ANNUITY AMOUNT PAYMENT ADJUSTMENT EVENTS & ANNUITY AMOUNT PAYMENT ADJUSTMENT

8.2.1 The Annuity Amount Payments payable by the Authority to the Operator on each Annuity Amount Payment Date shall be subject to Annuity Amount Payment Adjustment (as calculated in accordance with the Annuity Amount Payment Adjustment Formula and the Budget Guidelines) due to the 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 The following events (as certified in writing by the Independent Expert) 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 Non-Political Events) (the **Annuity Amount Payment Adjustment Events**):

(a) the Facility has remained out of operation at any time during an Academic Year of the Services Period; or

(b) the Independent Expert determines that:

(i) the Operator has not met any one or more of the KPIs or has failed to attain the requisite percentage of any particular KPI;

(ii) the Operator has failed to maintain the Facility in accordance with the provisions of this Agreement (as permitted in the Reporting Forms, if applicable) or Budget Guidelines or Operator's Bid, irrespective of whether the Facility has been functioning properly or not; and

(iii) the Key Staff has failed to perform roles and responsibilities as set out in Article 7.6.13.

8.2.3 At the occurrence of Annuity Amount Payment Adjustment Events, a Notice of Annuity Amount Payment Adjustment will be given to the Operator by an Independent Expert relating to compliance with unmet or partially met KPIs and the performance of Key Staff. The Operator shall, in this case, be subjected to the Annuity Amount Payment Adjustment Events as set out in **ANNEX XII (ANNUITY AMOUNT PAYMENT ADJUSTMENT FORMULA)**. In case the Operator meets the prerequisite(s) as set out in the Notice of Annuity Amount Payment on or before the end of the next Quarter or the date specified in the Notice of Annuity Amount Payment Adjustment, then the cost associated with the fulfillment of unmet or partially met KPI should be redeemed (except Annuity Amount Payment Adjustment relating to the performance of Key Staff) to the Operator in the corresponding Quarter.

8.2.4 In the event that the Facility is not operational during ten (10) working days given the Academic Year or three (3) working days in a given Quarter of the Academic Year during the Concession Period (as determined by the Independent Expert), the same shall constitute an Operator Event of Default and the Authority may at its discretion terminate this Agreement in accordance with Article 15.1 except in cases where the same is due to the Permitted Events.

8.3 DETERMINATION OF PAYABLE ANNUITY AMOUNT PAYMENT & ANNUITY AMOUNT PAYMENT CERTIFICATE

- 8.3.1 In respect of each Quarter, within five (05) Days of the Annuity Amount Payment Evaluation Date relating to an Annuity Amount Payment Date, the Operator shall submit the Quarterly Progress Report (QPR) to the Independent Expert and simultaneously the Quarterly Expense Summary (QES) along with supporting evidence to the IA; subsequently, the Independent Expert shall issue a verified evaluation report within next fifteen (15) Days to the Independent Auditor with the copy to the Authority and Operator. The Independent Auditor will issue a written certificate within five (05) Days in respect of such Annuity Amount Payment Date (the '**Annuity Amount Payment Certificate**') to the Operator, the Authority, and the Authority Annuity Amount Payment Account Bank setting out (wherever applicable):
- (a) the Annuity Amount Payment Adjustment Events (excluding the first two quarters of Year 1) occurring in the Annuity Amount Payment Evaluation Period relating to such Annuity Amount Payment Date;
 - (b) the Annuity Amount Payment Adjustment along with Annuity Amount Payment Adjustment Event Notice (excluding the first two quarters of Year 1) as calculated based on 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;
 - (d) the Annuity Payment Account Funding Amount to be funded by the Authority;
 - (e) the Quarterly fee payments to the Independent Expert and Independent Auditor as per the payment schedule of the Independent Expert Agreement and Independent Auditor Agreement; and
 - (f) the calculation of applicable taxes, which are to be deducted by the Authority being the withholding Agent, from Quarterly Annuity Amount Payment.

8.4 PAYMENT OF ANNUITY AMOUNT PAYMENTS

- 8.4.1 At least five (5) Days prior to each Annuity Amount Payment Date, the Authority shall deposit the Payable Annuity Amount Payment into the Authority Annuity Amount Payment Account.
- 8.4.2 Following the issuance of the Annuity Amount Payment Certificate by the Independent Auditor, the Operator, and the Independent Auditor (where applicable) shall (at least five (05) Days for each Quarter prior to the Annuity Amount Payment Date relating to such Annuity Amount Payment Certificate):
- (a) deliver an invoice (together with copies of the Annuity Amount Payment Certificate appended thereto) to the Authority in triplicate demanding payment of the Payable Annuity Amount Payment from the Authority Annuity Amount Payment Account (the '**Annuity Amount Payment Invoice**'); and
 - (b) deliver the Annuity Amount Payment Certificate to the Authority Annuity Amount Payment Account Bank for payment to the Operator of the Payable Annuity Amount Payment on the relevant Annuity Amount Payment Date through, as per Annuity Amount Payment Account Standing Instructions, 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 and crediting of the same to the Operator Annuity Amount Payment Account on the Annuity Amount Payment Date.
- 8.4.3 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 18, 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 Operator in accordance with the provisions of Article 17 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

- 8.5.1 The Authority shall establish and maintain the Authority Annuity Amount Payment Account as soon as possible after signing this Agreement and until the Expiry Date or on the disbursement of the last Annuity Amount Payment Certificate issued by the Independent Auditor. The Authority Annuity Amount Payment shall be an Escrow Account.
- 8.5.2 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 Amount Payment Account on each Annuity Amount Payment Date (upon receipt of an Annuity Amount Payment Certificate relating to such Annuity Amount Payment Date) in an amount equal to the Payable Annuity Amount Payment and credit the same to the Operator Annuity Amount Payment Account;
 - (b) in the event of Termination of this Agreement, to debit the Authority Annuity Amount Payment Account in an amount equal to the Unpaid Termination Payment Amount and credit the same to the Operator Annuity Amount Payment Account, in accordance with the provision of Article 17.
- 8.5.3 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 or on the disbursement of the last Annuity Amount Payment Certificate issued by an Independent Auditor, and no withdrawal from the Authority Annuity Amount Payment Account may be made by the Authority, except as provided in this Agreement.
- 8.5.4 The Authority Annuity Amount Payment Account Standing Instructions (or any part thereof) issued by the Authority may be revoked pursuant to a written revocation notice duly executed and confirmed by the Parties.
- 8.5.5 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 Operator 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.
- 8.5.6 The Authority shall fund the Authority Annuity Amount Payment Account in an amount equal to the Annuity Payment Account Funding Amount on each Annuity Amount Payment Account Funding Date until the Expiry Date in accordance with this Agreement.

BUDGET REALIGNMENT

9 EMERGENCY STEP-IN

9.1 Upon the occurrence of an Emergency, the Authority reserves the right to suspend the performance of the Services by the Operator and to step in and take control over the O&M and the performance of the Services temporarily. The Authority may only exercise such right of suspension by issuing a prior written notice of at least forty-eight (48) hours.

The notice shall set out the following, to the extent possible in light of the circumstances of the Emergency:

- (a) the nature of the Emergency and the reason for the step-in;
- (b) the date on which the Services are suspended;
- (c) the likely duration of the suspension; and
- (d) the effect of the suspension on the Operator and any reasonable obligations of assistance required of the Operator during the suspension period.

9.2 During the suspension of the performance of the Services by the Authority pursuant to Article 10.1 above:

- (a) the Operator shall be relieved from its obligations to provide the Services but shall provide reasonable assistance to the Authority upon request;
- (b) the Authority shall be responsible for bearing all costs and expenses, excluding those on the part of the Operator, in relation to the O&M (including any agreed or scheduled maintenance) and the performance of the Services; and
- (c) the Operator shall not be entitled to any other payment or relief from the Authority in connection with such suspension and step-in.

9.3 If the suspension of the performance of the Services by the Operator pursuant to Article 10.1 above continues for a period exceeding thirty (30) Days, then the Operator shall be entitled to terminate this Agreement by giving a notice of at least thirty (30) Days.

9.4 On Termination of this Agreement pursuant to Article 10.3 above, the Authority shall pay the Termination Compensation to the Operator in accordance with Article 17. Only for the purpose of determination of the Termination Compensation payable by the Authority, the suspension of the Services to be provided by the Operator and the performance of Services by the Authority in accordance with this Article 10 shall be treated as an Authority's default (the '**Authority Event of Default**') unless such the Emergency or step-in was caused by an Operator Event of Default.

All other consequences of Termination that are set out in Article 16.4 shall apply.

10 OPERATOR SHAREHOLDING

10.1 SHAREHOLDING INFORMATION

10.1.1 The Operator represents and warrants to the Authority that at the date of execution of this Agreement, the membership of the Operator is as follows:

Sr. No.	Name & CNIC Number	Designation
1		
2		
3		
4		
5		
6.		

10.1.2 (Each of which shall be a "Shareholder" for the purposes of this Agreement) and that no arrangements are in place that has or may have resulted in any change in the membership of the Operator.

10.2 CHANGE IN OWNERSHIP AND/ OR CONTROL

10.2.1 Subject to Article 11.2.3, the Operator shall not undertake or permit and hereby undertakes to procure that the Shareholders, as set out in Article 11.1.1, shall not undertake or permit at any time any Change in Ownership and/ or Control unless such Change in Ownership and/ or Control:

- (a) is required by any Applicable Laws or by the operation of the Applicable Laws or by order of a court, tribunal, or Government Authority with appropriate jurisdiction; or
- (b) is affected with the prior written approval of the Authority, which approval shall not be unreasonably withheld if the Transferor demonstrates to the Authority that the Transferee is at least as legally, technically and financially qualified and suitable to meet the Transferor's Project obligations. In this regard:
 - (i) the Transferor, or the Operator on behalf of the Transferor, shall submit to the Authority documents in respect of the Transferee to reasonably demonstrate that the Transferee is at least as legally, technically, and financially qualified and suitable to meet the Transferor's Project obligations;
 - (ii) the Authority shall review such documents and notify the Transferor, with a copy to the Operator, of its written determination based on such review no later than ninety (90) Days following the date of submission of all required documentation by the Transferor; and
 - (iii) if the Authority does not notify its written determination within the time period set out above, the Authority shall be deemed to have approved the transfer or assignment.

10.2.2 Without prejudice to the provision of Article 11.2.1 and subject to Article 11.2.3, the Operator shall not undertake or permit and hereby undertakes to procure that each of the Shareholders (excluding the Shareholders set out in Article 11.1.1) of the Operator do not undertake or permit any transfers or assignments of their shares or interests in shares of the Operator until the Expiry Date unless the same:

- (a) is required by any Applicable Laws or by the operation of the Applicable Laws or by order of a court, tribunal, or Government Authority with appropriate jurisdiction; or
- (b) is affected with the prior written approval of the Authority.

10.2.3 Notwithstanding anything to the contrary set out herein, the Operator shall not undertake or permit and hereby undertakes to procure that each Transferor does not undertake or permit any transfers or assignments of its shares or interests in shares of the Operator to any Transferee:

- (a) whose nationality is restricted by the Applicable Laws; and
- (b) that has been named and has entered into any transaction with, or for the benefit of, any of the individuals or entities named on lists of sanctioned Persons promulgated by the United Nations Security Council or its committees pursuant to any resolution under Chapter VII of the United Nations Charter.

11 CHANGE IN LAW

11.1 CONSEQUENCES OF QUALIFYING CHANGE IN LAW

11.1.1 If a Qualifying Change in Law occurs, then within ninety (90) 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 O&M or in the Services to be performed;
- (b) whether any changes are required to the terms of this Agreement to deal with such Qualifying Change in Law;
- (c) whether relief from compliance with obligations is required, including the obligation of the Operator to meet the KPIs, on the 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 capital expenditure that is required or no longer required as a result of a Qualifying Change in Law taking effect during the Concession Period; and
- (f) in each case giving in full detail the procedure for implementing the change in the O&M or the performance of the Services.

A Party suffering from a Qualifying Change in Law shall not be entitled to claim any relief under Article 12.1 unless it has served the notice within the time period set out above.

11.1.2 As soon as practicable after receipt of any notice from either Party under Article 12.1.1 above, the Parties shall discuss and attempt to agree on the issues referred therein and any ways in which the Operator can mitigate the effect of the Qualifying Change in Law, including:

- (a) providing evidence that the Operator 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 Operator; and
- (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 12.1.1.

11.1.3 If the Parties have complied with Articles 12.1.1 and 12.1.2 and the Parties mutually agree, or it is determined by the Independent Expert or Independent Auditor in accordance with Article 18.1.2 that the Operator is required to incur additional capital expenditure or the Operator has suffered any increase in costs due to a Qualifying Change in Law, then the Operator shall (subject to the provisions of this Article 12.1) 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.

11.1.4 The quantum of relief (whether an extension of time or compensation) that the Operator shall be entitled to under Article 12.1.3 shall be as agreed by the Parties or as determined by the Independent Expert or Independent Auditor in accordance with Article 18.1.2, always provided that:

- (a) the Operator shall bear any increased cost or loss of net profit after tax, up to the Threshold Limit; and
- (b) the Operator shall only be entitled to relief that is reasonable for such Qualifying Change in Law.

11.1.5 If the Operator 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 Operator 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.

11.2 CONSEQUENCES OF FUNDAMENTAL CHANGE IN LAW

11.2.1 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 Agreement or on the rights and benefits accruing to the Operator; and
- (b) the ability of the Parties to renegotiate the terms of this Agreement to mitigate the effects of such Fundamental Change in Law while adhering to the original commercial and financial position of the Parties.

11.2.2 As soon as practicable after receipt of any notice from either Party under Article 12.2.1 above, the Parties shall meet to renegotiate and agree on the amendments to the terms of this Agreement.

11.2.3 If the Parties are unable to agree on necessary amendments to the terms of this Agreement to give effect to the original commercial and financial position of the Parties within a period of ninety (90) Days from the date on which a notice is issued under Article 12.2.1, then either Party shall be entitled to terminate this Agreement by giving a notice of thirty (30) Days.

11.2.4 On Termination of this Agreement pursuant to Article 12.2.3 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**".

12 INDEMNITY AND INSURANCE

12.1 INDEMNITY

- 12.1.1 Subject to Article 13.1.2 below, the Operator 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 Facility or other property belonging to the Authority or for which the Operator is responsible);
 - (c) non-compliance by the Operator with Applicable Laws or Applicable Permits;
 - (d) actions, claims, demands, costs, charges, and expenses (including legal expenses);
 - (e) any adverse site conditions or environmental damage at the Facility (whether pre-existing or caused by or arising from the use of the Facility);
 - (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 the failure of the Operator to comply with any of its obligations hereunder.

which may arise out of, or in consequence of, the operation and maintenance of the Facility, the performance of the Services, and any other performance or non-performance by the Operator of its obligations under this Agreement.

- 12.1.2 The Operator shall not be responsible or be obliged to indemnify the Authority to the extent of 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 Agreement.
- 12.1.3 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 Agreement, and the reasonable costs and expenses thereof shall be subject to the indemnification obligations of the Operator.

12.2 INSURANCE

- 12.2.1 The Operator shall obtain and maintain in effect necessary insurance coverage as per Good Industry Practices from a PACRA rating Insurance agency with a credit rating of either "AAA" or "AA+" or "AA" for the Concession Period as per the budget proposed in the Financial Bid and in accordance with the Budget Guidelines.

13 FORCE MAJEURE

13.1 FORCE MAJEURE EVENT

13.1.1 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, directly or indirectly, 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 Agreement; 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 Facility 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 Operator's ability to undertake the Services or operate the Facility (each a **Political Event**):
 - (i) any act of war (whether declared or undeclared), invasion, armed conflict, or act of a foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, or act or campaign of terrorism or political sabotage; or
 - (ii) any Lapse of Consent of which report to the Authority, the Independent Expert, and the Independent Auditor shall have been given under Article 7.5.4, and that shall have existed for thirty (30) consecutive Days or more; or
 - (iii) any strike, work-to-rule, go-slow, or analogous labor 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, tornado, or other natural disaster or act of God;
 - (ii) any Lapse of Consent of which report to the Authority, the Independent Expert, and the Independent Auditor shall have been given under Article 7.5.4, and that shall have existed for less than thirty (30) consecutive Days; or
 - (iii) any strike, work-to-rule, go-slow, or analogous labor action that is not politically motivated or is not widespread or nationwide; or
 - (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); or
 - (v) pandemic, epidemic, or plague; or
 - (vi) accident, explosion, or chemical contamination;
- (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, machinery, or material caused by default, negligent acts, or omission on the part of the Operator or any of its sub-contractors;
- (ii) a delay in the performance of any Employee;
- (iii) a breakdown in the Facility or any part thereof;
- (iv) normal wear and tear or random flaws in the Facility or the assets located thereon;
- (v) any failure to research, consider, plan for, or take into account reasonably foreseeable ground and weather conditions at the Facility;
- (vi) late performance by the Operator or any of its sub-contractors, caused by the failure of the Operator or such subcontractor for any reason, including failure to engage qualified sub-contractors and suppliers, failure to hire adequate personnel or labor, or any failure of sub-contractors hired by the Operator to perform their respective obligations; and
- (vii) inability to obtain or maintain adequate funding for the Project by the Operator;

Provided that each of the events described in clauses (c)(i) to (vi) 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 Operator or the Employees.

13.2 OBLIGATION TO NOTIFY

13.2.1 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 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**').

13.2.2 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 Agreement 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; and
- (e) any other relevant information concerning the Force Majeure Event and/ or the rights and obligations of the Parties under this Agreement.

13.2.3 The Parties shall, as soon as practicable upon the receipt of the Force Majeure Notice and in any case within five (5) Days from the date of receipt of the same, convene a meeting, along with the Independent Expert for the purpose of conducting discussions, in good faith, and where necessary the Parties shall agree to conduct inspections and/ or surveys of the Facility in order to:

- (a) assess the impact of the underlying Force Majeure Event;
- (b) to determine the likely duration of the Force Majeure Period; and

- (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.

13.2.4 The Affected Party shall, during the Force Majeure Period, provide the other Party with regular (not less than weekly) reports and additional information, details, and/ or documents that the other Party may reasonably require.

13.3 CONSEQUENCE OF FORCE MAJEURE EVENT

13.3.1 Upon the occurrence of a Force Majeure Event, the following shall apply:

- (a) there shall be no Termination of this Agreement except in accordance with the provisions of Article 14.5 and Article 16;
- (b) in the event of the occurrence of a Force Majeure Event:
 - (i) the timelines for performance by the Operator of its relevant obligations to be performed shall be extended by the Force Majeure Period (as determined by the Independent Expert and the Independent Auditor);
 - (ii) if the Independent Expert determines, the Operator 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 Expert, may revise the KPIs to be fulfilled by the Operator for the respective 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 14.4;

Provided, however, that no relief, including the extension of time for performance of the Services, 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.

13.4 ALLOCATION OF COSTS ARISING OUT OF FORCE MAJEURE

13.4.1 Upon the 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 Operator in respect of such Force Majeure Event).

13.4.2 In case of the continuing effect of Force Majeure for over one (1) Quarter, the Management Fee as per the Annuity Amount Payment Schedule may be claimed by the Operator subject to the adjustment of such Management Fee (in case the adjustment is required) at the end of Force Majeure Event.

13.4.3 Save, and except as expressly provided in Article 14.4.2, 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.

13.5 TERMINATION NOTICE FOR FORCE MAJEURE EVENT

13.5.1 If:

- (a) a Force Majeure Event subsists for a continuous period of one-hundred-twenty (120) Days; either Party may, in its discretion, terminate this Agreement by issuing a Termination Notice to the other Party; or
- (b) in case of a Political Event, the Authority determines that the Force Majeure costs relating to the same are unacceptable, then the Authority may, at its discretion, terminate this Agreement by issuing a Termination Notice to the Operator;

In each case above, without being liable in any manner whatsoever, save as provided in Articles 14.5 and Article 14.6, and upon the issue of such Termination Notice, this Agreement 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 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.

13.6 TERMINATION PAYMENT FOR FORCE MAJEURE EVENT

13.6.1 The Authority shall pay Termination Compensations, if any, as a result of Termination due to a Force Majeure Event in accordance with Article 17 of this Agreement.

13.7 FORCE MAJEURE DISPUTE RESOLUTION

13.7.1 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.

13.8 EXCUSE FROM PERFORMANCE OF OBLIGATIONS

13.8.1 If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement 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 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; and
- (c) when the Affected Party is able to resume the performance of its obligations under this Agreement, it shall give to the other Party (with a copy to the Independent Expert and the Independent Auditor) notice to that effect and shall promptly resume the performance of its obligations hereunder.

14 EVENTS OF DEFAULT

14.1 THE OPERATOR EVENT OF DEFAULT

"**Operator Event of Default**" means any of the following events arising out of any acts or omissions of the Operator 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 Agreement) where the Operator has failed to remedy the defects specified in the Remedial Action Notice issued in accordance with Article 16.1.1:

- (a) abandonment by the Operator which means a cessation of the performance of Services or other obligations of the Operator for a period of ten (10) working days in a given Academic Year or three (3) working days in a given Quarter of the Academic Year;
- (b) the breach by the Operator of its obligations to maintain insurance in accordance with Article 13 and the Agreement;
- (c) the breach by the Operator of its material obligations under this Agreement;
- (d) reduction or interruption in the availability of Facility, excluding Scheduled Outage, for a period of ten (10) Days in the aggregate;
- (e) any material representation made or warranties given by the Operator under this Agreement being false or misleading;
- (f) failure of the Operator to obtain and maintain a valid Performance Security under Article 5.1;
- (g) breach of the Operator's obligations under Article 11;
- (h) the Operator entering into liquidation or similar state or if any order is made for the compulsory winding up or dissolution of the Operator or if the Operator becomes unable to pay its debts as they fall due or the appointment of a receiver or administrator in respect of the Operator, its business and assets or any re-structuring, re-organization, amalgamation, arrangement or compromise affecting the Operator's ability to fulfill its obligations under this Agreement or that otherwise has or may have a Material Adverse Effect (in the reasonable opinion of the Authority);
- (i) the occurrence of a Sanctionable Practice;
- (j) failure of the Operator to make any payments that are due to be made to the Authority under this Agreement, and if such failure is not cured within a period of sixty (60) Days;
- (k) failure to maintain the proposed Key Staff members, including the replacement of the Key Staff on the instructions provided by the Authority during the Concession Period, in accordance with the qualification and experience given in the curriculum vitae of the Key Staff as submitted by the Operator in Technical Proposal at the time of bidding process;
- (l) any material deviation or resistance arising out of the reports of the Compliance Officer and from that of the Independent Expert that may vary, alter or put in doubt the state of the affairs of the operations at the Facility in accordance with this Agreement;
- (m) any material deviation from the RFP, including the Budget Guidelines or any other part of the RFP, or a failure to fulfill any other material obligations under this Agreement;

- (n) Performance based deductions in such a manner that 100% management fees deducted in four (04) consecutive quarters except in case of Permitted Events.

14.2 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 Operator Event of Default, a Qualifying Change in Law, a Fundamental Change in Law or a Non-Political Force Majeure Event and only where the Authority has failed to remedy the defects specified in the Remedial Action Notice issued in accordance with Article 16.1.1 within the Remedial Period:

- (a) Failure to maintain and/ or fund the Authority Annuity Amount Payment Account in accordance with the provisions of this Agreement;
- (b) breach of the obligations with respect to the transfer or assignment of its rights and obligations under this Agreement as provided in Article 20.12;
- (c) any material representation made or warranties given by the Authority under this Agreement being false or misleading;
- (d) a failure by the Authority to fulfill any other material obligations under this Agreement;
- (e) a Change in Law that
 - (i) renders this Agreement unenforceable, or
 - (ii) prevents any Party from exercising its rights and/ or performing its obligations hereunder, or
 - (iii) prevents the Operator from undertaking the Services pursuant to this Agreement; and/ or
- (f) failure of the Authority to make any payments that are due to be made to the Operator under this Agreement, and if such failure is not cured within a period of ninety (90) Days.

15 REMEDY OF DEFAULTS AND TERMINATION PROCEDURE

15.1 Performance of Obligations

- 15.1.1 If at any time either Party has failed to perform any of its obligations under this Agreement, 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**').
- 15.1.2 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 pursuant to Article 16.1.1, the non-defaulting Party may deliver a notice to the defaulting Party stating its intention to terminate this Agreement (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.
- 15.1.3 Provided that in case of Article 15.1 (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 Operator.
- 15.1.4 The provisions of this Agreement, to the fullest extent necessary to give effect thereto, shall survive the term of the Agreement or the Termination of this Agreement, and the obligations of Parties to be performed or discharged following the Termination of this Agreement shall accordingly be performed or discharged by the Parties.

15.2 CONSEQUENCES OF DEFAULT

15.2.1 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 ninety (90) Days (the '**EoD Remedy Period**') to cure the Event of Default, provided that in case of Articles 15.1 (a), (e), (f), (g), (h) and (i), the Authority shall have the right to immediately terminate the Agreement herewith on the provision of the Notice of Intent to Terminate, without any obligation to provide the 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 Agreement, which are capable of being performed with the objective, as far as possible, of ensuring the continued availability of the Project and the continued performance of the Services, 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 Agreement.

15.2.2 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 or the proviso in Article 16.2.1(a) applies, then the innocent Party shall be entitled to issue the Termination Notice to the defaulting Party, whereupon this Agreement shall terminate forthwith.

15.3 ACCRUED RIGHTS AND LIABILITIES

15.3.1 Notwithstanding anything to the contrary contained in this Agreement, any Termination of the Agreement 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 Agreement, including, without limitation, all rights and obligations with respect to Termination Compensation, shall survive the Termination of this Agreement, to the extent such survival is necessary for giving effect to such rights and obligations.

15.3.2 Nothing in Article 16.3 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.

15.4 CONSEQUENCES OF TERMINATION

15.4.1 If this Agreement is terminated prior to its expiry:

(a) by the Authority due to an Operator Event of Default,

- (i) the right of the Operator to the Annuity Amount Payments shall stand terminated with immediate effect, and no Annuity Amount Payments shall accrue and/ or be payable to the Operator from the date of the Termination Notice; provided, however, the Authority shall affect payment of the undisputed, accrued, and unpaid Annuity Amount Payments up to the date of the Operator's receipt of the Termination Notice;
- (ii) the Operator shall immediately and in any event on the Transfer Date, hand over the Facility to the Authority in accordance with the Taking-Over Criteria;
- (iii) the Authority shall pay the Operator on or prior to the Termination Payment Date, by way of Termination Payment, an amount determined in accordance with Article 17.

(b) by the Operator due to an Authority Event of Default,

- (i) the right of the Operator to the Annuity Amount Payments shall stand terminated with immediate effect, and no Annuity Amount Payments shall accrue and/ or be payable to the Operator from the date of the Termination Notice, provided, however, the Authority shall affect payment of the undisputed, accrued, and unpaid Annuity Amount Payments up to the date of the Operator's receipt of the Termination Notice;
- (ii) the Operator shall immediately and in any event on the Transfer Date, hand over the Facility to the Authority in accordance with the Taking-Over Criteria;
- (iii) the Authority shall pay the Operator on or prior to the Termination Payment Date, by way of Termination Payment, an amount determined in accordance with Article 17.

(c) by any Party as a result of a Force Majeure Event or a Fundamental Change in Law,

- (i) the right of the Operator to the Annuity Amount Payments shall stand terminated with immediate effect, and no Annuity Amount Payments shall accrue and/ or be payable to the Operator from the date of the Termination Notice; provided, however, the Authority shall affect payment of the undisputed, accrued, and unpaid Annuity Amount Payments up to the date of the Operator's receipt of the Termination Notice;
- (ii) the Operator shall immediately and in any event on the Transfer Date, hand over the Facility to the Authority in accordance with the Taking Over Criteria;

- (iii) the Authority shall not be required to make any further payments to the Operator on account of such Termination.

15.5 RIGHTS OF THE AUTHORITY ON TERMINATION AND/ OR FINAL EXPIRY DATE

15.5.1 In case of Termination of this Agreement for any reason whatsoever and subject to receipt by the Operator of the Termination Payment on or prior to the Transfer Date or in case of expiry of this Agreement on the Expiry Date, the Authority shall, on the Transfer Date, have the power and authority to:

- (a) take possession and control of the Facility;
- (b) prohibit the Operator and any person claiming through or under the Operator from entering the Facility or any part thereof.

15.6 TERMINATION PAYMENTS

15.6.1 The Termination Payment shall be payable to the Operator by the Authority on or prior to the Termination Payment Date in accordance with a demand being made by the Operator in writing, subject to the same being duly certified by the Independent Expert and Independent Auditor.

15.7 MODE OF PAYMENT

15.7.1 Notwithstanding any instructions to the contrary issued or any dispute raised by the Operator, the Termination Payment and all other payments that are or may be payable by the Authority under any of the provisions of this Agreement shall be made only by way of credit directly to the Operator's Annuity Payment Account.

15.7.2 Notwithstanding anything to the contrary contained in this Agreement, any Termination pursuant to the provisions of this Agreement 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 Agreement, including without limitation Termination Payment, shall survive the Termination of this Agreement to the extent such survival is necessary for giving effect to such rights and obligations.

16 COMPENSATION ON TERMINATION

16.1 CONSEQUENCES OF TERMINATION - COMPENSATION

16.1.1 Termination Due to Operator Event of Default

16.1.2 Upon Termination of this Agreement on account of an Operator Event of Default at any time, the Operator shall pay the Authority, as Termination Compensation, an amount equal to the value of the Performance Security. In this regard, the Authority shall encash the entire Performance Security as the Termination Compensation due from the Operator.

16.1.3 Termination Due to Authority Event of Default, Political Force Majeure Event, or Fundamental Change in Law

(a) Upon Termination of this Agreement due to an Authority Event of Default, the Authority shall pay the Operator, as Termination Compensation, an amount equal to one (1) year's Management Fee.

(b) Upon Termination of this Agreement due to a Political Force Majeure Event or a Fundamental Change in Law, the Authority shall pay the Operator, as Termination Compensation, an amount equal to one (1) year's Management Fee.

16.1.4 Termination Due to Non-Political Force Majeure Event

(d) Upon Termination of this Agreement due to a Non-Political Force Majeure Event, the Authority shall not be liable to make any payments to the Operator in respect of Termination Compensation.

16.2 CALCULATION AND PAYMENT OF TERMINATION COMPENSATION

16.2.1 The final amount of the Termination Compensation payable pursuant to this Agreement shall be calculated by the Independent Auditor. The Independent Auditor shall submit a written report to the Parties setting out his findings within thirty (30) 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 to enable it to achieve the task within the prescribed deadline, including, as regards the Operator, 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.

16.2.2 The Termination Compensation shall become due and payable to the Operator by the Authority within sixty (60) Days of a demand being made by the Operator, by way of written notice, for the amount set out in the Independent Auditor's written report.

16.3 FULL AND FINAL SETTLEMENT

Notwithstanding anything to the contrary elsewhere in this Agreement, any Termination Compensation determined pursuant to this Article 17.3 shall, once paid, be in full and final settlement of any claim, demand, and/ or proceedings of the Operator against the Authority in relation to any misrepresentation, breach and/ or Termination of this Agreement and the Operator shall be excluded from all other rights and remedies in respect of such misrepresentation, breach and/ or Termination.

17 DISPUTE RESOLUTION

17.1 PRELIMINARY SETTLEMENT

17.1.1 Amicable Settlement

17.1.2 If any dispute or difference or claims of any kind arising between the Authority and the Operator in connection with the 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 Agreement, or the rights, duties or liabilities of any Party under this Agreement, whether during the Concession Period or on expiry thereof, whether before or after the Termination of this Agreement (the '**Dispute**'), then the Committee which shall comprise of two representatives, each from the Authority, the Operator and the Independent Expert, being duly notified by the School Education & Literacy Department (SELD) as the "Partnership Committee" shall meet at the request of any Party or Parties of this Agreement, in an effort to resolve such Dispute by discussion between them (the '**Partnership Committee**').

17.1.3 The Partnership 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 the settlement. If the Dispute is not resolved by discussion between them, as evidenced by the signing of the written terms, within thirty (30) Days of raising such Dispute, the Dispute shall be resolved in accordance with Article 18.2.

17.1.4 Fast-Track Adjudication by Independent Expert/ Independent Auditor

If any specific dispute or difference or claims of any kind arises between the Authority and the Operator related to the determination of:

- (a) existence and the consequences of a Force Majeure Event as specified in Article 14; and/ or
- (b) an Event of Default as specified in Article 15; and/ or
- (c) the remedy of defaults and Termination procedures as specified in Article 16 and/or
- (d) 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 the Arbitration Act in terms of Article 18.2) to the Independent Expert and/or the Independent Auditor.

The Parties may also, if they so agree at that time, refer for determination any other matter of a technical nature to the Independent Expert or the Independent Auditor.

If any such specific dispute is not resolved by the Independent Expert or Independent Auditor within sixty (60) Days of its raising, it shall be resolved in accordance with Article 18.2.

17.2 DISPUTE SETTLEMENT BY ARBITRATION

17.2.1 Appointment of Arbitrator and Rules governing Arbitration

17.2.2 The Parties acknowledge and agree that this Agreement constitutes a commercial transaction.

17.2.3 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 Operator, and one to be appointed jointly

by the two arbitrators appointed by the Authority and the Operator (the '**Arbitrators**'). Any arbitration proceedings commenced pursuant to this Article 18.2 shall be referred to as the Arbitration (the '**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; and
- (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.

17.2.4 Place of Arbitration

The place of the Arbitration shall be Karachi, Pakistan.

17.2.5 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.

17.2.6 Enforcement of the Award

Any decision or Award resulting from the Arbitration (the '**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 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.

17.2.7 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 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.

17.2.8 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 Agreement without prejudice to a final adjustment in accordance with such Award unless this Agreement stands terminated. The Agreement and the rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceedings hereunder.

17.3 **SURVIVAL**

The provisions of this Article 18 shall survive the Termination of this Agreement for any reason whatsoever.

18 REPRESENTATIONS AND WARRANTIES

18.1 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 Agreement;
- (b) it has taken all necessary action to authorize the execution, delivery, and performance of this Agreement;
- (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 Agreement; and
- (d) This Agreement constitutes its legal, valid, binding, and enforceable obligation.

18.2 OPERATOR'S REPRESENTATIONS AND WARRANTIES

The Operator 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 Agreement;
- (b) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, or constitute a default under any of the terms of its Memorandum and Articles of Association or other constitutive documents or those of any member of the Consortium/ Operator 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, accurate, 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 Agreement;
- (e) no representation or warranty by it contained herein or in any other document furnished by it to the Authority or the GoP or the GoS in relation to Applicable Permits contains or will contain any untrue or misleading statement of a material fact or omits or will omit to state a material fact necessary to make such representation or warranty; and
- (f) Neither the Operator 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 Agreement, any Sanctionable Practice.

18.3 ACKNOWLEDGEMENT

The Parties acknowledge and confirm that the Parties have relied upon and have entered into this Agreement based on the representations, warranties and undertakings made by the Parties hereunder.

19 MISCELLANEOUS PROVISIONS

19.1 SURVIVAL OF OBLIGATIONS

Any cause or action which may have arisen in favor of either Party or any right which is vested in either Party under any of the provisions of this Agreement 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 Agreement by effluxion of time or otherwise in accordance with the provisions of this Agreement, shall survive the expiry of the Agreement.

19.2 ENTIRE AGREEMENT

The Parties hereto acknowledge, confirm, and undertake that this Agreement, 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.

19.3 NOTICES

19.3.1 Any notice or request in reference to this Agreement 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:

Authority: School Education and Literacy Department, Government of Sindh

Attention: Secretary, School Education & Literacy Department, Government of Sindh

Address: 1st Floor, Tughlaq House, Sindh Secretariat, Karachi, Pakistan.

Telephone: +92 21 99211225

Email: <http://seld-pppn.gos.pk/>; seniordirectorpppn.gos@gmail.com

Operator:

Attention:

Address:

Telephone:

Fax:

Email:

19.3.2 Any notice or demand served by registered post shall be deemed to be duly served forty-eight (48) hours after posting or two (2) working Days, whichever is later, and a notice or demand sent by facsimile and emails 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 and email transmission, that such facsimile and email was duly transmitted to a current facsimile number/ email of the addressee at the address referred above in office hours.

19.3.3 Each Party may change the above address by prior written notice to the other Party.

19.4 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Pakistan.

19.5 COUNTERPARTS

This Agreement 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.

19.6 LANGUAGE

19.6.1 All notices and communications between the Authority, the Operator, the Independent Expert, and the Independent Auditor, required under this Agreement, shall be drawn up in English.

19.7 CONFIDENTIALITY

19.7.1 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 Agreement, or (iii) required to be shared with advisers or Experts in connection with the Project.

19.7.2 The provisions of Article 20.7.1 here above shall not apply to:

- (a) any information in the public domain otherwise than by breach of this Agreement;
- (b) information in possession of the receiving Party thereof before divulgence as aforesaid, and which was not obtained under any obligation of confidentiality.

19.8 AMENDMENTS

19.8.1 Any provision of this Agreement must be recorded in an agreement in writing signed by the Parties.

19.9 WAIVERS AND CONSENTS

19.9.1 Any provision or breach of any provision of this Agreement may be waived before or after it occurs only if evidenced by an agreement in writing signed by the waiving Party.

19.9.2 Any consent under or pursuant to any provision of this Agreement must also be in writing and given prior to the event, action, or omission for which it is sought.

19.9.3 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.

19.10 SEVERABILITY

19.10.1 If at any time any provision of this Agreement 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 Agreement shall not be affected.

19.10.2 The Parties will negotiate in good faith with a view to agreeing on one or more provisions that may be substituted for any such invalid, illegal, or unenforceable

provision and which are satisfactory to the Operator and produce as nearly as is practicable in all the circumstances the appropriate balance of the commercial interests of the Parties.

19.11 **COSTS AND EXPENSES**

Each Party shall be responsible for paying its own costs and expenses incurred in connection with the negotiation, preparation, and execution of this Agreement.

19.12 **NO ASSIGNMENT**

19.12.1 Except as otherwise provided in this Agreement, the rights and obligations of the Operator under this Agreement shall not be assigned, novated, or otherwise transferred to any Person without the prior written consent of the Authority.

19.12.2 The rights and obligations of the Authority under this Agreement 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 Agreement is assigned and/or transferred; and
- (c) have the legal capacity, power, and authority to become a party to and to perform the obligations of the Authority under this Agreement.

19.13 **GOOD FAITH**

Each Party shall act in good faith in exercising its rights and performing its obligations under this Agreement.

19.14 **INDEPENDENCE**

In respect of all matters dealing with the Concession Agreement, the Independent Expert and the Independent Auditor shall be independent and shall ensure that they perform all their obligations in accordance with **ANNEX VI (TERMS OF REFERENCE FOR THE INDEPENDENT EXPERT AND INDEPENDENT AUDITOR)**, including the Concession Agreement.

In Witness Whereof the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date first above mentioned:

For and on behalf of:

Governor of Sindh, through School
Education And Literacy
Department, Government of Sindh,
the Authority within named,
through its authorised signatory.

signature

Name:
Designation: Secretary School
Education and Literacy
Department Government of Sindh

.....

}

the Operator within named,
through its authorized signatory.

signature

Name:
Designation:

.....

in the presence of:
signature of **Witnesses**

signature

1- Name:
Address:
CNIC No:

.....

2- Name:
Address
CNIC No:

.....

}

ANNEX I – TECHNICAL INFORMATION

OPERATING PROCEDURES

This table sets out the operating standards that the Operator should comply with during the O&M of the Facility during the Concession Period or Services Period, as applicable.

Process	Operating procedure
<p>Maintenance Requirements,</p>	<p>The Operator shall ensure proper repair and maintenance of each Facility listed in ANNEX XV (DETAILS OF FACILITY) during the Concession Period following Good Industry Practice and the Budget Guidelines to ensure the Facility is fully functional and operational at all times during Services Period in accordance with this Agreement.</p>
<p>Operation & Management System Requirements for a Single Shift and Double Shift (if applicable)</p> <p>Note:</p> <ul style="list-style-type: none"> Refer to the RFP Volume I (<i>BIDDING PROCEDURE</i>); Concession Agreement; and Operator's Bid. 	<p>The Operator shall, inter alia, be responsible for procuring, supplying, installing, commissioning, and maintaining the following components in each Facility listed in ANNEX XV (DETAILS OF FACILITY) during the Concession Period as part of this Agreement:</p> <ul style="list-style-type: none"> Facility Schedule: Opening and closing of the Facility in accordance with the schedule notified by the Authority; Non-Current Assets: Furniture and fixture, equipment, water dispenser, water purification system, and other articles; Computer Labs: , computer equipment, smart interactive LED touchscreen, printer, stabilizer, connections, supplies, and related articles; Solar Power: Solar system, connections, supplies, and related articles; ICT and Innovative Approaches: Audio-visual system, EMIS, LEDs, and articles related to the ICT and innovative approaches; Salary of School-based Staff (Teaching, Non-teaching & Coordinator): Engagement of the contractual School-based Staff (teaching, non-teaching & coordinator) in consultation with the Independent Expert following an open, competitive process laid down in the RFP and the guidelines, if any, issued by the Authority from time to time during the Concession Period. The Operator shall release monthly salary, without any deduction, to the School-based Staff by the 5th Day of each month using a reliable and designated banking system; Training of Authority's and Operator's Staff: Develop training material, engage trainers, procure stationery, refreshments, certificates, exchange visits, etc., for conducting the Operator's School-based Staff and the Authority's Employees training; Assessment: Undertake students' assessments, such as formative and summative, and communicate the results to the Authority and Independent Expert; Supplementary Material: Develop supplementary material (workbooks and grade-level reading materials), including printing and binding, for the students to strengthen their reading and writing skills; Repair & Maintenance (Infrastructure Works): Undertake or subcontract the renovation, and repair & maintenance of the Facility. the Operator shall be solely responsible for taking all the risks associated with such work quality and sustainability during the Concession Period); Repair & Maintenance (Other Non-Current Assets): Undertake repair & maintenance and replacement for furniture and equipment, and other non-current assets including Solar system, to keep these assets operational for the learning environment; Sports and Other Materials: Make available the sports and other materials, including consumables and perishable items, relating to the computer lab on a recurring basis to keep the learning environment operational;

ANNEXURES

	<ul style="list-style-type: none"> • Screening Health, Hygiene & Nutrition: Screen students for their health, hygiene, and nutrition status; and based on the students' screen results, refer the students to the medical facilities or provide aids essential for such students' health and learning; • Students Counseling Session: Design and conduct student counseling sessions through mentors to facilitate student achievement, improve student behavior and attendance, and help students develop socially and mentally; • SMC Meetings: Hold SMC meetings with refreshments and other arrangements regularly, as applicable; • Community Mobilization: Arrange activities to engage the community and outreach programs consistently to get their valuable feedback/ inputs for the overall education quality and student enrollment improvement; • Co-Curricular Activities: Arrange co-curricular activities to boost the students' motivation and learning system; • Games and Sports Activities: Arrange games and other sports activities and competitions to improve student physical, mental and social growth; • Study/ Exchange Tours: Arrange at least one (1) study tour or exchange visit during each Academic Year to broaden the students' visions and intellectual capacity and exchange best practices; • Events/ Festivals/ Festivities: Arrange at least three (3) events/ festivals/ festivities of different types during each Academic Year to provide students with knowledge beyond classroom settings; • School Inauguration Activities: Arrange school inauguration activities, opening ceremonies, the first Day of school, welcome packs, etc.; • Utilities: Ensure uninterrupted utilities (electricity and water supplies) while paying the bills on time and ensure the availability of safe drinking water in each Facility in accordance with Budget Guidelines; • Internet Connectivity: Ensure availability of internet connectivity in all the Facilities throughout the Concession Period. • Key Staff: Engage, monitor, appraise performance, and remunerate the Key Staff responsible for undertaking and overseeing the Project-related activities on a dedicated and regular basis under this Project; • Payment of Remuneration, Fees, and Insurance: Release the payments to the Independent Expert, Independent Auditor, Escrow Account Bank, Insurance Agencies, and other charges and taxes, as applicable; • Stock and Attendance Register: Update the physical assets record and staff/ students' attendance register regularly; • Reporting: Prepare and generate the reports using the standardized reporting template provided by the Authority, where applicable, and communicate the same to the Authority, Independent Expert, and Independent Auditor on time; • Standard Operating Procedures: Devise standard operating procedures and protocols for ensuring discipline in the Facility; • Grievances Redressal Committees: Constitute and display the committees with appropriate powers for the redressal of grievances of the staff and students in a time-specific manner; • Procurement: Procure required goods, services and materials under this Project in transparent manner;; • Others: Perform any other functions and tasks set out in Authority's RFP, Operator's Bid and required under the Good Industry Practices.
<p>Key Staff</p>	<p>The Operator shall engage the proposed Key Staff, responsible for performing the functions following the job descriptions, which the Authority may amend from time to time to ensure effective education delivery and the Project's execution during the Concession Period. The Authority reserves its right to recommend the removal or replacement of Key Staff engaged by the Operator in case of severe breach or non-performance of the tasks by any of the Key Staff observed by the Authority under this Agreement. The Operator shall make such</p>

ANNEXURES

	<p>replacement of the Key Staff member(s) within one (1) month following the terms of this Agreement.</p> <p>Note: Key Staff collectively shall be responsible for visiting the Authority's office during the first week of each Quarter to deliver a presentation and reports along with the Operator's performance progress, issues, challenges, and proposed solutions relating to it.</p> <p>The Compliance & Accounts Manager will ensure the Operator complies with its outside regulatory requirements and internal policies. S/he will ensure that the Operator follows the terms and conditions, Key Performance Indicators, and scope of work under this Agreement. In consultation with the Independent Expert, Operator and Authority will develop coordination and reporting mechanisms to ensure this Agreement's compliance. Some of the tasks of the Compliance/ Contract Manager include:</p> <ul style="list-style-type: none"> (a) compile a checklist to ensure compliance with this Agreement's terms met within reasonable/ relevant timelines and develop reports for various reporting frequencies; (b) timely submission of the reports, as applicable, to the Operator, Independent Expert, and the Authority; (c) recommend necessary actions of performance of the terms and conditions of this Agreement to the Operator's management, shareholders, and or consortium members in writing so that adequate compliance with the Agreement is ensured; (d) check the submitted reports regarding the performance of the terms and conditions of this Agreement are corroborated with the quarterly reports submitted to the Independent Expert; and (e) review and advise on standard operating procedures for effective and transparent management of the Operator's roles and responsibilities in terms of the compliance checklist. <p>The Authority reserves its full right to amend or assign the Project-related additional tasks to the Key Staff during the Services Period that shall be considered as part of this Agreement.</p>
<p>Reporting and Data Sharing</p>	<p>The Operator, as part of this Agreement, shall</p> <ul style="list-style-type: none"> (a) submit quarterly and annual reports, as applicable, to the Independent Expert, Independent Auditor, and the Authority. (b) share school data if required by the Independent Expert, Independent Auditor, and the Authority in addition to these reports; (c) keep EMIS fully updated and operational in accordance with the Authority's guidelines as provided from time to time; (d) ensure EMIS access to the Independent Expert, Independent Auditor, and Authority during the Concession Period.
<p>Safety Regulations</p>	<p>The Operator shall comply with the Applicable Laws, Applicable Permits, and Good Industry Practices. Safety standards apply to the operation and maintenance of the Facility. The Operator shall specify any laws or policies directly applicable to the EMOs, including Anti-Tabaco laws, prevention of child abuse, prevention of harassment at the workplace, etc. Besides, the Operator shall devise approaches and implement an appropriate policy to address the issues relating to students' drug addiction or mental illness during the Services Period.</p>
<p>Environmental Requirements</p>	<p>The Operator shall comply with the environmental regulations and related requirements under the Applicable Laws. In addition, the Operator shall ensure green plantation drives, including tree plantation and maintenance within and outside each Facility listed in ANNEX XV (DETAILS OF FACILITY) during the Concession Period.</p>
<p>Certifications</p>	<p>The Operator shall ensure that it has all the required certifications required by it to provide the Services under this Agreement.</p>

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Management and Operation of Facility	The Operator shall manage and operate the Facility following the Project Services scope and other terms and conditions outlined in the RFP, including this Agreement and the Operator's methodology proposed in its Bid for performing the Services during the Concession Period.
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ANNEX II – KEY PERFORMANCE INDICATORS

MANAGEMENT & ORGANIZATION: PLANNING, IMPLEMENTATION & EVALUATION (OVERALL WEIGHTAGE: 30 MARKS)

1.	Key Indicator	Progress	School Management Plan – 12 Marks			
	Description	Implementation of an all-inclusive management model comprised of planning, designing, budgeting, implementation framework, managing resources, evaluation, reporting, feedback to meet KPIs, improve student achievements, and increase school retention and graduation rates in each Facility listed in ANNEX XV (DETAILS OF FACILITY) of this Agreement.				
	Measurement/ Criteria	ACTION PLAN	FREQUENCY	OBSERVATION MEMO	MARKS	MARKING SYSTEM
		<ul style="list-style-type: none"> Annual Management Plan* 	For the first Academic Year of the Concession Period, within 30 Days of the Effective Date, and for subsequent Academic Years, 30 Days before the start of each Academic Year and implementation and tracking in each quarter.	Annual Management Plan (AMP) is developed and submitted to the IEs for review and approval and implemented in each quarter accordingly. IEs to review and evaluate the quality of the AMP.	04 marks	Annual Management Plan is implemented = 04 marks
		<ul style="list-style-type: none"> Implementation Framework & Implementation Tracking** 	Implementation Framework is prepared and submitted 30 days before the start of Academic Year. Implementation & tracking in each Quarter (Q1, Q2, Q3 and Q4) of the Academic Year.	Implementation framework is developed and implemented accordingly in each Quarter of the Academic Year.	04 marks	Implementation of IF = 04 marks
		<ul style="list-style-type: none"> Updating of the EMIS*** 	Regular updation of data on EMIS developed by the PPP Node.	Data is updated on EMIS on regular basis.	04 marks	EMIS is updated = 04 marks

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***Annual Management Plan:** The plan encompassing all interventions for managing learning and teaching activities, achievement of KPIs, and security maintenance in all the Facilities in terms of this Agreement.

****Implementation Framework:** A framework for each Facility's day-to-day operations and management procedures, e.g., school assembly, timetable, curriculum management, lesson planning, teaching methodology progress monitoring, examination/ assessment system, staff hiring, performance management and skills development, co-curricular activities, etc. The Operator shall provide the implementation framework on time in terms of this Agreement.

*****EMIS:** EMIS includes, but is not limited to, maintenance of school records, e.g., attendance, admissions, transfers, hiring, promotions, school reports, category/ component-wise inventory management for all the available and procured assets, including commodity and critical items, such as blackboard, bulletin board, desk, chairs, cupboards, books, equipment, electrical equipment, audio-visual aids, computer hardware/ software, etc. Fields of EMIS shall be illustrative school-wise (i) human resource database; (ii) student database including gender, new admissions, drop-out, average attendance, etc.; (iii) learning database, including the medium of instruction, the quantity of learning material, assessment results, learning events, training, co-curricular activities; (iv) infrastructure database; 5) financial database; 6) assets database, including the existing and newly purchased assets, etc. It shall be mandatory for the Operator to submit the annual performance report, before one month of each Agreement Year, to the Authority, Independent Expert, and Independent Auditor.

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2.	Key Indicator	Improved Staff Availability and Attendance – 08 Marks				
	Description	Liaison with the Government Authorities, Independent Expert, and Independent Auditor to ensure the availability of optimum Employees; and closely work with the Authority's Employees and Operator's School-based Staff to ensure their attendance and capacity development in each Facility listed in ANNEX XV (DETAILS OF FACILITY) during each Academic Year of the Services Period.				
Measurement/ Criteria	ACTION PLAN	FREQUENCY	OBSERVATION MEMO	MARKS	MARKING SYSTEM	
	• Availability of Staff*	Baseline within 30 days of the effective date thereafter reporting on quarterly basis.	Optimum qualified School-based Staff is available for teaching and administrative activities in the Facility each Quarter.	04 Marks	Availability of Teaching Staff= 02 marks Availability of Non-teaching Staff= 02 marks	
	• Staff Attendance Improvement and Management**	Baseline within 30 days of the effective date thereafter reporting on quarterly basis.	Updated and functional staff attendance management system*** Improvement in attendance of the Employees, both the Authority's and the Operator's School-based Staff.	04 Marks	Updated and functional staff attendance management system = 02 marks Improvement in attendance of the Employees = 02 marks	
GUIDELINES						
<p>*Availability of Staff: The Operator shall make available the optimum number of School-based Staff (teaching and non-teaching) in each Facility before or at the time of the commencement of the Services during the Services Period to ensure an effective teaching, learning, and management process. The Independent Expert shall observe and assess the Operator-engaged qualified staff available for each grade and subject during the reporting period. For this purpose, the Independent Expert shall also review and evaluate the Authority's Employees and the Operator's School-based Staff competency, attendance, performance, and workload, mainly relating to the teaching process.</p> <p>**Improvement in Attendance: There is a 5% improvement in staff attendance each Quarter compared to the baseline until the optimum level (100%) is achieved by the Operator.</p> <p>***Staff Attendance Management System: Introduction of an attendance system that ensures a systematic method of data collection, e.g., biometric or face recognition system, of the Employees is available to maintain a time-based daily/ monthly attendance record at each Facility. School attendance management system should not be limited to the machine-based attendance system, but it also includes a comprehensive approach to manage all matters relating to attendance, absence, and leave (casual, medical, earned/ paid/ privilege, study, etc.) to maintain the relevant records properly and transparently.</p>						
3.	Key Indicator	Improved Students' Enrolment, Attendance, and Retention – 10 Marks				
	Description	Adopt various techniques to increase and retain student enrolments, including conducting local community outreach activities to solicit parents/ community support for student enrolments and retention.				
Measurement/	ACTION PLAN	FREQUENCY	OBSERVATION MEMO	MARKS	MARKING SYSTEM	

ANNEXURES

Criteria	<ul style="list-style-type: none"> Students Enrolment*, Attendance Management**, and Retention*** Plan. 	Baseline within 30 days of the effective date, thereafter submission of the plan along with Annual Management Plan (AMP) 30 days before the start of the academic year.	Student baseline enrolment, attendance, and retention/drop out data are collected and maintained. An annual plan for enrolment growth, and quarterly plan for improved attendance, and retention is prepared and submitted to the IEs.	10 Marks	Enrolment Improvement Plan = 02 marks in Q4 Attendance Improvement Plan = 02 marks in Q4 Students' Retention Plan = 02 marks in Q4
	<ul style="list-style-type: none"> Improvement in Students' Enrolment, Attendance Retention Rates, Benchmarked with Baseline**** 	At the end of the first quarter after baseline; thereafter, reporting on quarterly basis (Q1, Q2, Q3, and Q4).	Improvement in students' enrolment, attendance and retention rate(s) is ensured.		Enrolment Improvement = 04 marks in Q1 Attendance Improvement = 03 marks Q 1 Retention rate Improvement = 3 marks Q1 Attendance Improvement = 05 marks Q2, Q3 Retention rate Improvement = 5 marks Q2, Q3 Attendance Improvement = 02 marks Q4 Retention rate Improvement = 2 marks Q4

GUIDELINES

***Students Enrolment Plan:** It should be robust, mainly focusing on girls' enrolment. Introduction of student attendance tracking mechanism and G.R filtering.

****Student attendance management plan:** A system for calculating aggregate student attendance percentage, overall and individual students' attendance percentage.

*****Students Retention Plan:** A plan and strategy for annual retention targets based on baseline reports with a gradual decrease in student dropout ratio, if any, particularly girls' dropout. For clarity purposes, a student absent for a continuous period of ninety (90) Days without any prior information or reasonable cause will be considered dropped from the relevant school.

******Improvement in Student Enrolments, Attendance Retention Rates, Benchmarked with Baseline:** Annual enrolment targets for the schools are based on a baseline student-classroom ratio plus 5% for assessment year 1; baseline student-classroom ratio plus 10% for assessment year 2, and so on till the optimum enrolment of approximately 30 students/ classroom is attained. Benchmarked with baseline, demonstrated improvement in students' attendance.

Student Attendance: There is a 5% improvement in students' attendance each quarter compared to the baseline until the optimum level (100%) is achieved.

Note: Allocation of marks should be in accordance with the percentage achieved, e.g.,

- For Q2 and Q3, 5 marks for up to 5% improvement, 3 marks for up to 3% improvement, 2 marks for up to 2% improvement, 1 mark for up to 1% improvement, and 0 mark for no improvement.
- For Q1, 3 marks for up to 5% improvement, 2.5 marks for up to 3% improvement, 2 marks for up to 2% improvement, 1 mark for up to 1% improvement, and 0 marks for no improvement.
- For Q4, 2 marks for up to 5% improvement, 1.5 marks for up to 3% improvement, 1 mark for 1% to up to 2% improvement, and 0 marks for no improvement.

The marking scale for student dropout is as follows:

- For Q1, 3 marks for 0% dropout, 2 marks for 1% dropout, 1 mark for 2% dropout, and 0 marks for more than 2% dropout

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- For Q2 and Q3, 5 marks for 0% dropout, 4 marks for 1% dropout, 3 marks for 2% dropout, 2 marks for 3% dropout, 1 mark for 4% dropout, and no mark for more than 4% dropout.
- For Q4, 2 marks for 0% dropout, 1 mark for 1% dropout, and 0 marks for more than 1% dropout.

LEARNING AND TEACHING: CURRICULUM, ASSESSMENT, AND TEACHING PROCESS, I.E., PEDAGOGY (OVERALL WEIGHTAGE: 47 MARKS)

4.	Key Indicator	Progress	Lesson Planning and Students Assessment System – 32 Marks				
	Description		Implementation of the GoS-approved curriculum and syllabi; use of students' data (formative and summative assessments) to inform and differentiate instruction to meet the academic needs of all students; improved student learning and achievement through systemic pedagogical approach and systematic curricular/co-curricular program.				
			ACTION PLAN	FREQUENCY	OBSERVATION MEMO	MARKS	MARKING SYSTEM
	Measurement/ Criteria		<ul style="list-style-type: none"> • Annual Scheme of Studies* 	Baseline within 30 days of the effective date, thereafter revision/up-dation and submission of the Annual Scheme of Studies along with Annual Management Plan (AMP) 30 days before the start of the Academic Year. Implementation and tracking on a Quarterly basis. In Q4, the annual scheme of studies developed and approved. In Q1, Q2, Q3, and Q4 implemented.	Annual scheme of studies developed and regularly implemented in classroom teaching and learning process.	04 Marks	Annual scheme of studies developed, revised, and approved = 02 marks in Q4 Annual scheme of studies implemented = 02 marks in Q4 ASS implemented = 04 marks in Q1, 2 & 3
			<ul style="list-style-type: none"> • Lesson Planning System:** (Curriculum and Syllabus) 	Baseline within 30 days of the effective date; thereafter, revision/ up-dation of lesson plans on an annual basis and implementation tracking on regular basis and reporting on a quarterly basis.	All teachers have access to and awareness of the curriculum and syllabus of their assigned subjects and grades. Lesson plans are developed and implemented regularly in the classroom teaching-learning process. The Education Expert will monitor the implementation of lesson plans in each Quarter and share findings. Independent Expert will also observe the delivery of lesson plans (a minimum of four teachers in each Quarter) and share observation reports.	12 Marks	Availability of grade & subject-wise lesson plans with teachers = 4 marks Quality of lesson plans = 4 marks Observation of lesson plans implementation in the classroom by Education Expert = 4 marks

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	• Digital Learning***	Baseline within 30 days of the effective data, thereafter, preparation and submission of Digital Learning Plan along with Annual Management Plan (AMP) 30 days before the start of the academic year. Thereafter implementation and tracking on regular basis and reporting on quarterly basis.	Annual Digital Learning Plan is prepared and submitted. Digital Learning classes are integrated in school timetable. Digital Learning resources like Smart LED/Projector/Multimedia/computers is/are available and regularly used as per timetable for enhancing teaching and learning. The Independent Expert will observe if the timetable includes digital learning classes and report evidence of its implementation.	04 Marks	Implementation of Digital Learning as per Plan and Timetable= 4 marks
	• Students Achieving a Level of Competence in Subjects in Each Grade Progressively ****	Baseline within 30 days of the effective date ; thereafter, reporting on quarterly and annual basis.	Formative assessment (for each subject and grade) is conducted in Q1, Q2, and Q3. Students, grades, and subject-wise formative assessment data are available and evident on EMIS.	12 marks	Formative assessment conducted= 4 marks Assessment Reports shared= 4 marks Availability of data on EMIS= 4 marks
		Sample-based annual assessment of student learning and achievement conducted by an Independent Expert once each Academic Year, i.e., in Q4.	A sample-based annual assessment conducted by the Independent Expert and comparative reports with the base-year are shared with the Operator and Authority.	6 marks	Students' achievements: Up to 6% or above increase in results = 6 marks Up to 5% increase in results = 5 marks Up to 4% increase in results = 4 marks Up to 3% increase in results = 3 marks Up to 2% increase in results = 2 marks Up to 1% increase in results = 1 mark 0% increase in results = 0 mark
		Baseline within 30 days of the effective date and thereafter annual reporting on summative assessment (local & board exams) once each Academic Year, i.e., in Q4.	Annual assessments of grades K-8 and Board exams for grades IX-X and IX-XII in the higher secondary schools are conducted. Students, grades, and subject-wise data of annual assessment are available and evident on EMIS.	6 marks	Students' achievements: Up to 6% or above increase in results = 6 marks Up to 5% increase in results = 5 marks Up to 4% increase in results = 4 marks Up to 3% increase in results = 3 marks Up to 2% increase in results = 2 marks Up to 1% increase in results = 1 mark 0% increase in results = 0 mark

GUIDELINES

***Annual Scheme of Studies:** The annual scheme of studies is a guideline that defines the structure and content of an academic course subject and grade-wise. Also called the scheme of work, it is usually an interpretation of a specification or syllabus. It can be used as a guide throughout the course to monitor progress against the original plan. GoS curriculum and scheme of studies will be followed and annual scheme of studies will be used, if available; otherwise, annual scheme of studies shall be developed by the Operator.

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****Lesson Planning System:** Development of a lesson planning system based on curriculum and syllabi aligned with provincial curriculum frameworks and expectations; aligned vertically between grades and horizontally across classrooms; is fully implemented in classrooms; which supports opportunities for all students to master various skills and concepts. The Operator will develop lesson plans for each grade and subject and conduct teachers’ training on delivering the developed lesson plans. However, teachers should be involved in the development of lesson plans, and during implementation, if teachers like to improve the quality of the lesson plans, then they should be encouraged to do so. The Education Expert will monitor and observe the implementation of the lesson plans for different grades and subjects of at least 4 teachers in each Quarter. The Independent Expert will select the lesson plans of different grades and subjects for quality evaluation to check if they include student-centered, project-based, and inquiry-based teaching-learning methods. The Independent Expert will also conduct lesson observations of at least 4 lessons of different grades and subjects in each Quarter & submit a report.

*****Digital Learning:**

The Operator must utilize digital learning tools such as Smart Interactive boards, projectors, multimedia, and computers for teaching and learning. The Operator will be responsible for preparing, submitting Digital Learning plan outlining the utilization of these tools to enhance teaching and learning process in the facility.

******Students Achieving a Level of Competence in Sample-Based Assessment Conducted by the Independent Experts:** For all schools listed in the Package, a 4% increase from baseline (SAT/ Independent Expert sample-based assessment results in the sample-based assessment results of the first year of the Concession Agreement, and then maintaining 6% increase for succeeding years.

5.	Key Progress Indicator	Continuous Professional Development of Staff - 15 Marks				
	Description	Continuous professional development to enhance teaching, management/ administrative skills of the staff, both the Authority’s Employees and the Operator’s School-based Staff, as well as enrich the teaching staff’s content knowledge of the relevant subjects and enhance their teaching pedagogical skills using a variety of tools, teaching methodology, and alternate learning mechanisms to modernize learning process.				
	Measurement/ Criteria	ACTION PLAN	FREQUENCY	OBSERVATION MEMO	MARKS	MARKING SYSTEM
		<ul style="list-style-type: none"> • Training Need Assessment* Continuous Professional Development Plan** 	Baseline within 30 days of the effective date thereafter 30 days before the start of the Academic Year , along with developing a continuous professional development plan for the respective Academic Year based on TNA.	Baseline TNA of the staff (Authority’s Employees and Operator’s School-based Staff) is conducted annually before the start of the academic and TNA report shared with the Independent Expert (IE). Based on TNA findings, a Continuous Professional Development (CPD) plan has been prepared and shared with the IEs. IEs to review and evaluate the quality of the TNA report and the CPD Plan, their alignment with the National Professional Standards for Teachers in Pakistan (NPSTP). EMO to implement the CPD Plan after the approval of the IEs.	15 Marks	TNA Data and Report shared = 07 marks Continuous Professional Development (CPD) plan developed & approved = 08 marks

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	<ul style="list-style-type: none"> Continuous Professional Development Training*** 	Baseline within 30 days of the effective date, thereafter, Continuous professional development of the staff executed as per the approved continuous professional development plan in Q2, Q3, and Q4 of the Academic Year (12 hours CPD in each Quarter).	Continuous Professional Development (CPD) of teaching and non-teaching staff is conducted in accordance with the approved plan. Based on the TNA and the CPD Plan, the staff got the minimum required hours of CPD.	CPD for 12 hours in each Quarter = 10 marks CPD reports shared with the Independent Expert = 5 marks
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GUIDELINES

***Training Need Assessment:** A structured way to gather data for determining training needs to be developed to help the Authority’s Employees and Operator’s School-based Staff engaged in all the Facilities listed in **ANNEX XV (DETAILS OF FACILITY)** to accomplish their goals and objectives. Assessment may include, but is not limited to, current knowledge, skills, attributes, and abilities to identify any gaps or other areas of teaching and management/supervising/monitoring needs of each staff member. *It is to be noted that “National Professional Standards for Teachers in Pakistan (NPSTP) 2009” shall be followed to prepare the TNA. At the same time, the basic management needs, and knowledge of public administration of the Authority will be identified for management staff to be covered.*

*****Continuous Professional Development of Staff:** A continuous professional development of 36 hours for each employee posted and working in the Facility shall be conducted in each Academic Year. Based on TNA, the Training of teaching and non-teaching staff may include content/subject, pedagogical, gender-mainstreaming and management skills and dispositions, and information technology. The Professional development of teachers must impart subject knowledge and understanding (content), disposition, and pedagogical skills to achieve competency level. The outcome of Training should reflect teachers’ ability to create a learning environment where students feel comfortable and encouraged to succeed academically. Training of non-teaching staff, based on TNA, will cover the aspects, including administration and management relevant areas in the day-to-day business of schools along with behavioral characteristics, language skills, IT, office decorum, etc.

Scoring Scale:

- 12 hours continuous professional development of all the teaching and non-teaching staff conducted in each quarter (Q2, Q3, and Q4) = 10 marks.
- Note:** ideally 12 hours CPD should be conducted in summer vacations, 12 hours in winter vacations and remaining 12 hours CPD through follow-up visits and classroom-based teaching support to all teachers and school-based support to all non-teaching staff of the school.
- Less than 6 hours continuous professional development of all teaching and non-teaching staff conducted in each quarter (Q2, Q3, and Q4) = 5 marks
- CPD reports shared with Independent Expert = 5 marks

SCHOOL ENVIRONMENT AND SCHOOL COMMUNITY ENGAGEMENT

(OVERALL WEIGHTAGE: 23 MARKS)

6.	Key Progress Indicator	School Repair and Maintenance and Improved School Community Engagement – 13 Marks			
	Description	Ensure that all facilities, i.e., water, sanitation, furniture, fixture, material, equipment, structure, and infrastructure in all the Facilities listed in ANNEX XV (DETAILS OF FACILITY) , are all-inclusive, functional, operative, and safe during each Academic Year of the Services Period as per the Agreement.			
	Measurement/ Criteria	ACTION PLAN <ul style="list-style-type: none"> Repair and Maintenance* Plan of all the Facilities, including Infrastructure, Equipment, Furniture, and 	FREQUENCY Repair and maintenance plan of all the schools within 90 Days of the Effective Date of the Concession Agreement; and after that, report on a Quarterly basis.	OBSERVATION MEMO All the Facilities set out in the Package are operative and safe, the stock register is maintained, during the observation period.	MARKS 05 Marks MARKING SYSTEM Infrastructure = 2 marks Furniture = 1 mark Equipment = 1 mark Fixtures = 1 mark

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	Fixtures.				
	• School Management Committees and Parent-Teacher Meetings**	Within 30 Days of the Effective Date of the Concession Agreement and, after that, on a Quarterly basis.	Minutes/ reports of SMC meetings and activities; Minutes/ reports of parent-teacher meetings; Meeting/ event pictures.	04 Marks	Meetings/ events organized = 2 marks Meetings/ events minutes/ reports = 2 marks
	Meetings and Engagement with DEO, TEO, and DST***		Minutes of meeting with DEO and TEO. Any follow-up of meeting decisions. Meeting pictures.	04 Marks	Meetings conducted = 2 marks Meeting minutes shared = 2 marks

GUIDELINES

***Repair and Maintenance:** A package comprising all the Facilities listed in **ANNEX XV (DETAILS OF FACILITY)** handed over to the Operator under a comprehensive Handing/ Taking-over Criteria. During implementation, the Operator should ensure that all the required facilities, i.e., furniture, fixtures, material, equipment, structure, infrastructure, water, sanitation, etc., in all the schools, are maintained in a satisfactory and running condition to establish a safe and child-friendly learning environment. The repair and maintenance tasks should be completed in a reasonable time. The stock register will also be maintained to track the availability of articles and goods in each Facility.

****School Management Committees and Parent-Teacher Meetings:** At least one meeting of the General Body of each school management committee should be conducted in each Academic Year, and at least one meeting of the Executive Body of each school management committee should be conducted in each Quarter. The Operator may constitute a District Executive Committee for all the schools to strengthen coordination and collaboration for best learning practices among children, community, and school staff. The essential purpose will be to engage with the school management committee to build a supportive environment, keeping in view the cultural contexts whereby everyone is appreciated, respected, and heard within the community. The Operator is encouraged to conduct a joint meeting of the school management committee chairpersons and secretaries once a year to increase and sustain enrolments, attendance, and retention, improve school management and performance, and organize programs and services at the school and outside school to meet the needs of all students, particularly girls. The Operator will also develop a grievance redressal mechanism as per the Agreement requirements. Besides school management committees' engagement for collaboration, parent-teachers meetings should also be organized for focused conversations and reciprocal feedback with parents and teachers on students' performance, attendance, and retention. The Operator is encouraged to visit parents' homes if they (parents) cannot come to school for a reason.

*****DSTs:** District Support Teams are notified by the Authority to oversee EMO reforms at the district level to help mitigate challenges and strengthen PPP reforms in the districts.

Notes: The Operator and school management committee will prepare and display a grievance redressal mechanism on the school's entrance wall notice board. The notice should mention the names and contact numbers of the school management committee chairperson, the Operator compliance manager, and the Independent Expert. School staff, students, and parents/ community should know the levels through which complaints relating to the school administration, learning environment, assessment, harassment/ bullying, school cleanliness, staff hiring and payment, etc.

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7.	Key Indicator	Progress	Improved Health and Hygiene Practices and Sporting Activities – 10 Marks			
	Description	Design and implement school-based hygiene and nutrition education and awareness-raising activities. Work with parents and school management committees to run social and behaviour change campaigns in schools. Provide sports and games facilities and organize sports gala events.				
	Measurement/ Criteria	ACTION PLAN	FREQUENCY	OBSERVATION MEMO	MARKS	MARKING SYSTEM
		<ul style="list-style-type: none"> Health and Hygiene Practices Plan* 	Annual submission of health and hygiene plan, Annual submission of H&H plan, based on students screening, within 60 days after submission of Annual Management Plan; thereafter quarterly reports on implementation of plan.	H&H plan is developed on basis of students screening. At least one activity based on health and hygiene practices in and outside the facility in each quarter. Physical education is a part of teaching learning practices. Awareness about healthy nutrition has been provided.	03 Marks	Health and Hygiene Plan prepared and submitted = 3 marks
		<ul style="list-style-type: none"> Demonstrated Healthy Practices of Students, supported with Health and Hygiene Activities and Facilities** 	A baseline of student screening within first quarter of the effective date ; thereafter , annual reporting on screening; and Quarterly reporting on progress achieved. In Quarter 1, awareness about healthy nutrition is provided	All around the facility, in and outside the school building, is neat & clean and provides healthy environment. Awareness sessions about health and hygiene are conducted in each quarter. Screening of students is done annually and results are shared in annual reports.	03 Marks	Q1, Q2, and Q3 Health and hygiene awareness sessions = 3 marks Q1 Annual screening report = 3 marks
		<ul style="list-style-type: none"> Co-Curricular Activities Plan and Activities*** 	Submission of Annual Co-curricular Activities Plan along with Annual Management Plan and, thereafter, Quarterly reports on the plan's implementation.	Co-curricular Activities Plan is prepared and submitted, and activities are arranged in each quarter according to the plan. Sports and games articles and goods are available and in use. Sports and games experts supervise these activities.	04 Marks	Q4 Co-curricular Activities Plan prepared & submitted = 4 marks Q1, Q2, and Q3 Co-curricular Activities Plan implemented = 4 marks
GUIDELINES						
<p>*Health and Hygiene Practices: The school management plan should include health and hygiene support activities. Students and Employees should implement improved health and hygiene practices. Periodic screening of students will be conducted annually to assess student health and to design a health and hygiene plan and inform parents about students' health and support, if required.</p> <p>**Health and Hygiene Practices/ Activities/ Facilities: Implementation of health and hygiene practices in all the schools with proper cleanliness in classrooms, corridors, play areas, washrooms, and wherever the movement of students takes place within the premises. The Operator shall organize co-curricular activities to inculcate good behavior, social skills, hygiene, healthy eating, manners, discipline, and personality development.</p>						

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Co-Curricular Activities Plan and Activities: Sports and games facilities should be provided at each school and included in the school timetable's regular activities (daily sports/games period). Inter-Schools' Annual sports gala/event should be organized, and students may be provided opportunities to nurture their sports skills. The provision of the opportunity to introduce the schools' best players to local, provincial, or corporate sports stakeholders. Sports, games, and other co-curricular activities, including speech/debate, essay, story, creative writing and quiz competition, science exhibition, and cultural, national, and international days celebration. Sports and games articles and goods are available and in use. The following co-curricular are to be conducted:

- Speech/Debate, Essay/creative writing, story writing, quiz, drawing/painting competition
- Sports/games events
- Science exhibitions/learning festivals
- International Days, i.e., (Green Earth Day/Tree Plantation Day, etc., are celebrated.

ANNEX III – OPERATOR'S SCOPE OF WORK

- A. Operate, Maintain and Manage schools on double shift modality till elementary/middle level unless sufficient space is available to run the school in single shift modality.
- B. Apply an all-inclusive management model comprised of planning, designing, budgeting, implementation, managing resources, evaluation, reporting and feedback to implement fully a comprehensive approach in order to meet key performance indicators, substantially improve student academic achievements and increase school retention and graduation rates;
- C. Work with the school staff, administrators and Government to ensure availability and attendance of teachers;
- D. Increase opportunities for staff capacity building and professional growth to acquire/refine the 21st century skills to meet the needs of the students in the school;
- E. Provide staff ongoing, high-quality, job-embedded professional development based on National Professional Standards for Teachers in Pakistan (NPSTP) that is aligned with SE&LD's CPD policy and the school's instructional program and designed with Employment Criteria to ensure that they are equipped to facilitate effective teaching and learning and have the capacity to successfully implement school reform strategies;
- F. Utilize student data (such as formative, interim, and summative assessments) to inform and differentiate instructional programs to address all students' academic needs.
- G. Introduce educational technology (Ed-Tech) to enhance teaching and learning, adopt modern pedagogy and skills development trainings/ courses;
- H. Implement Government approved curriculum and syllabus and help faculty refine their pedagogical and classroom management skills in line with student learning outcomes, as approved by the Government;
- I. Expand learning opportunities for all students, especially those at risk of academic failure.
- J. Implement high quality assessments that measure knowledge and application of concepts through the use of a variety of item types and formats;
- K. Serve as the custodian of school structure, infrastructure, fixtures, equipment, and facilities, ensuring their security, conducting regular repair and maintenance, and making use of any defect liabilities or warranties related to them;
- L. Ensure an inclusive and safe learning environment for students with disabilities;
- M. Ensure safe, clean and hygienic environment in the Facility while also employing safeguards to prevent damage to the school structure/infrastructure;
- N. Employ various techniques to increase and retain student enrollments, including community outreach for parental and community support;
- O. Engage parents and community stakeholders in designing and implementing a school improvement plan;
- P. Organize regular School Management Committee (SMC) meetings and report progress and concerns to stakeholders;
- Q. Coordinate with the Government regional and district education authorities for monitoring and quality control;
- R. Conduct outreach to private sector to provide in-kind support to school and act as custodian of resources provided through private funding/contributions, grant funds or other philanthropic resource in/for the school;

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- S.** Ensure accountability through specified measures and key performance indicators outlined in the contract;
- T.** Manage day-to-day operations and needs of the school including directly supporting the Principal/Headmaster(s) and other staff on instructional and operational matters;
- U.** Ensure that the quality compliance parameters are invariably adhered to ensure provision of good education and successful program delivery;
- V.** Establish an embedded presence in the school and maintaining consistent and intensive onsite support;
- W.** Discuss progress and barriers with relevant key stakeholders on a Regular basis;
- X.** Be responsible for all proper accounting, timely disbursement and audit of the expenditures of the allocated amount through the approved budget and contract;
- Y.** Streamline school administration processes and promote accountability and transparency at all systems and levels;
- Z.** Ensure fulfillment of and compliance with KPIs and fulfil all other responsibilities as outlined in the contract.

ANNEX IV– GUIDELINES FOR THE TEACHERS' NEED ASSESSMENT

The Training Need Assessment required to be undertaken by the Operator shall be conducted in accordance with the RFP, Concession Agreement, parameters proposed by the Operator and approved by the Authority and the Independent Expert. The parameters for the TNA based on National Professional Standards for Teachers in Pakistan (NPSTP) 2009 or professional standards for teachers as set out by the Authority shall be provided by the Operator within sixty (60) Days of the Commencement Date and shall be approved by the Authority and the Independent Expert within fifteen (15) Days thereof. The Authority and the Independent Expert may propose any reasonable changes to the test parameters which they deem appropriate.

ANNEX V – REPORTING FORMS

[To be developed by the Operator with assistance and guidance from the Independent Expert and Independent Auditor and finalized not more than thirty (30) Days of hiring the Independent Expert and Independent Auditor accordingly. After that, it is to be approved by the Authority within fifteen (15) Days thereof. For the sake of clarity, there shall be different Reporting Forms for Quarterly and annual reporting, in respect of the Independent Expert and Independent Auditor. A certificate mentioning meeting the conditions, i.e., submission of Quarterly/ annual reports in due time, will also be part of the reporting format to be developed.]

The Operator shall use the standardized reporting formats or templates available with the Authority during the Concession Period. The Authority reserves its full right to amend the standard reporting templates or notify additional templates to harmonize the Reporting Forms that will be applicable to the Operator with effect from the date of notification issued by the Authority for such modification or addition, if any, during the Concession Period].

ANNEX VI – TERMS OF REFERENCE FOR THE INDEPENDENT EXPERT AND INDEPENDENT AUDITOR

The Independent Expert and the Independent Auditor shall, inter alia, be liable to fulfil the duties and responsibilities set out below:

1. APPOINTMENT

1.1 APPOINTMENT OF AN INDEPENDENT EXPERT

- 1.1.1 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 the following experience for a minimum of three (3) years in the following areas:
- (a) evaluating the academic and administrative performance of educational institutions/ schools;
 - (b) evaluating the teachers' professional development and school management and leadership areas;
 - (c) assessing the students' performance viz-a-viz expected learning outcomes; and
 - (d) Hiring human resources to ensure quality time spent in the Facility during each Quarter for KPIs assessment and monitoring of the continuous professional development and school-based activities.
- 1.1.2 The Parties shall appoint the Independent Expert that shall be responsible for fulfilling its duties and responsibilities for an initial term of five (5) years from the date of the effectiveness of the Independent Expert Agreement (the '**Independent Expert Appointment Term**'); provided, however, that:
- (a) the Independent Expert Appointment Term shall be extended prior to the expiry of the same with the mutual written consent of the Parties so as to ensure that at all times during the Concession Period, an Independent Expert is retained/ appointed for the purposes set out in the Independent Expert Agreement; or
 - (b) the Parties shall be entitled to appoint a new Independent Expert prior to the expiry of the Independent Expert Appointment Term (such appointment to be effective upon expiry of the Independent Expert Appointment Term) or termination of the Independent Expert Agreement, whichever is applicable, so as to ensure that at all times during the Concession Period, an Independent Expert is retained/ appointed for the purposes set out in the Independent Expert Agreement. In the event of the appointment of a new Independent Expert upon expiry of the Independent Expert Appointment Term, the provisions of Sections 1.1.1 & 1.1.3 of this Annexure shall apply.
- 1.1.3 The Operator shall provide proposals with a complete profile of a minimum of three (3) potential Independent Experts, fulfilling the criteria as contemplated in this Annexure, to the Authority within seven (07) Days of the signing of the Concession Agreement. The Authority, at its sole discretion, may select any of them or refuse all such three (3) potential Independent Experts provided by the Operator. In such case, the Operator shall provide a newly revised list of another three (3) potential Independent Experts within ten (10) Days. Provided further, if the newly revised list of potential Independent Experts is not acceptable to the Authority, then Parties shall appoint such firm as the Independent Expert as may be acceptable to the Authority.
- 1.1.4 The Operator shall pay the Independent Expert against its services rendered to the Parties with a reasonable fee, as agreed upon and approved by the Authority during the Independent Expert Appointment Term, from its Bid Price quoted with its Financial Bid submitted in response to the Request for Proposals issued by the Authority. The Operator shall release the Independent Expert fee on time, as per the payment schedule of the Independent Expert Agreement, in a separate bank account provided by the Independent Expert.

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- 1.1.5 Upon selection of an Independent Expert by the Parties, an Independent Expert Agreement will be executed between all Parties.
- 1.1.6 Upon signing the Independent Expert Agreement, the Operator shall share copies of its complete Technical and Financial Proposals, submitted to and accepted by the Authority, with the selected Independent Expert, who shall review the Bid to ensure the Operator's performance of the Services in conformity with the RFP, including the Agreement, and the Operator's Bid throughout the Concession Period.
- 1.1.7 The Operator shall ensure that all provisions of this Agreement pertaining to the Independent Expert and its responsibilities in respect of the matters set out herein are duly incorporated in the Independent Expert Agreement.
- 1.2 **APPOINTMENT OF AN INDEPENDENT AUDITOR**
- 1.2.1 The Parties shall appoint a firm from the list of reputable firms of chartered accountants placed in any category 'A' to 'C' in the State Bank of Pakistan Panel of Auditors for appointment as the Independent Auditor.
- 1.2.2 The Independent Auditor shall be responsible for fulfilling its duties and responsibilities for an initial term of five (5) years from the date of the effectiveness of the Independent Auditor Agreement (the '**Independent Auditor Appointment Term**'); provided, however, that:
- (a) the Independent Auditor Appointment Term shall be extended prior to the expiry of the same with the mutual written consent of the Parties so as to ensure that at all times during the Concession Period, an Independent Auditor is retained/ appointed for the purposes set out in the Independent Auditor Agreement; or
- (b) the Parties shall be entitled to appoint a new Independent Auditor prior to the expiry of the Independent Auditor Appointment Term (such appointment to be effective upon expiry of the Independent Auditor Appointment Term) or termination of the Independent Auditor Agreement, whichever is applicable, so as to ensure that at all times during the Concession Period, an Independent Auditor is retained/ appointed for the purposes set out in the Independent Auditor Agreement. In the event of the appointment of a new Independent Expert upon expiry of the Independent Expert Appointment Term, the provisions of Sections 1.2.1 & 1.2.3 of this Annexure shall apply.
- 1.2.3 The Operator shall provide proposals with a complete profile of a minimum of three (3) potential Independent Auditors, fulfilling the criteria as contemplated in this Annexure, to the Authority within seven (07) Days of the Agreement. The Authority, at its sole discretion, may select any one or refuse any or all such three (3) potential Independent Auditors provided by the Operator. In such case, the Operator shall provide a newly revised list of another three (3) potential Independent Auditors within ten (10) Days. Provided further, if the newly revised list of potential Independent Auditors is not acceptable to the Authority, then Parties shall appoint such firm as the Independent Auditor as may be acceptable to the Authority.
- 1.2.4 The Operator shall pay the Independent Auditor against its services rendered to the Parties with a reasonable fee, as agreed upon and approved by the Authority during the Independent Expert Appointment Term, from its Bid Price quoted with its Financial Bid submitted in response to the Request for Proposals issued by the Authority. The Operator shall release the Independent Auditor fee as per the payment schedule of the Independent Auditor Agreement in a separate bank account provided by the Independent Auditor.
- 1.2.5 Upon selection of an Independent Auditor by the Parties, an Independent Auditor Agreement will be executed between the Parties.
- 1.2.6 Upon signing the Independent Auditor Agreement, the Operator shall share copies of its complete Technical and Financial Proposals, submitted to and accepted by the Authority, with the selected Independent Auditor, who shall review the proposals to ensure the Operator's performance of the Services in conformity with the RFP, including the Agreement, and the Operator's Bid throughout the Concession Period.

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- 1.2.7 The Operator shall ensure that all provisions of this Agreement pertaining to the Independent Auditor and its responsibilities in respect of the matters set out herein are duly incorporated in the Independent Auditor Agreement.

2. DUTIES AND RESPONSIBILITIES

2.1 DUTIES AND RESPONSIBILITIES OF INDEPENDENT EXPERT

- 2.1.1 The Independent Expert shall, inter alia, be liable to fulfil the duties and responsibilities set out below:

2.1.1.1 GENERAL

The Independent Expert shall perform all such roles, duties, and functions as are contemplated to be completed by the Independent Expert in the RFP, including the Agreement. Without limiting the generality of the foregoing, the Independent Expert, from its engagement to the Independent Expert Appointment Term, shall be responsible for the following:

- (a) confirming Authority's Conditions Precedent, Operator's Conditions Precedent, and Joint Conditions Precedent of both the Parties with Independent Auditor and subsequently upon completion of the same or otherwise as mutually agreed by the Parties, the issuance of an Effective Date Notification on a joint basis, i.e., together with the Independent Auditor;
- (b) ensuring periodical Facility visits to assess and certify fulfilment of Convents and KPIs;
- (c) visiting the Facility, along with the Operator's Key Staff engaged for this Project, once every Quarter for evaluation of the same and providing a report within ten (10) Days following the expiry of the relevant Quarter;
- (d) planning and undertaking the grade-based and sample-based annual assessment of students in accordance with the Authority's guidelines;
- (e) reviewing and approving/ certifying all activities associated with the fulfilment of KPIs by the Operator;
- (f) producing and submitting reports on Covenants and KPIs fulfilment in each Quarter and Annually, as applicable;
- (g) assisting, reviewing, and certifying the plans of Double Shift proposed by the Operator and/ or Authority in accordance with the Agreement;
- (h) assisting the Authority and the Operator in designing the reporting and other monitoring, evaluation, and reporting tools (this is expected to be a one-time activity, with revisions on a need basis during the Concession Period);
- (i) preparing guidelines with the Operator for Employment Criteria for School-based Staff at the Facility (this is expected to be a one-time activity, with revisions on a need basis during the Concession Period);
- (j) If required, assisting the Parties in resolving any dispute or making determinations referred to it pursuant to the Agreement;
- (k) reviewing the Operator's submitted engineering, procurement, and construction plans for the Facility's and proposing recommendations to the Authority and/ or Operator, as applicable, in terms of the Concession Agreement;
- (l) reviewing the proposed changes in budget/ assisting in the Re-alignment of the yearly budget during the Concession Period on the request of the Operator and proposing recommendations to the Authority for the needful action;
- (m) issuing Notice of Annuity Amount Payment Adjustment Event to the Operator;
- (n) assisting the Parties in determining, under the Concession Agreement:

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- (i) existence and consequences of a Force Majeure Event,
 - (ii) an Event of Default;
 - (iii) the remedy of defaults and Termination procedures;
 - (iv) the existence, nature, and consequences of a Change in Law;
 - (v) the existence and consequences of any of the other relief items set out in the Concession Agreement; and/or
 - (vi) any other matter of a technical nature referred by both Parties;
- (o) certifying the Operator's compliance with all the requirements set out under Article 4.1.1 before commencing the KPIs assessment/ verification throughout the Services Period in terms of the Concession Agreement;
- (p) carrying out any other duties and functions specified in the Concession Agreement, including (but not limited to) reviewing, in case of any unmet/ partially met KPIs, the reports of the Operator's Key Staff, including the Compliance/ Contract Manager, to assess the reasons for non-compliance of Agreement; and
- (q) carrying out any other duties and functions specified in the Concession Agreement and ancillary to it.

2.2 DUTIES AND RESPONSIBILITIES OF THE INDEPENDENT AUDITOR

2.2.1 The Independent Auditor shall, inter alia, be liable to fulfil the duties and responsibilities set out below:

2.2.1.1 GENERAL

The Independent Auditor shall perform all such roles, duties, and functions as are contemplated to be completed by the Independent Auditor in the RFP, including the Agreement. Without limiting the generality of the foregoing, the Independent Auditor, from its engagement to the Independent Auditor Appointment Term, shall be responsible for the following:

- (a) confirming the Authority's Conditions Precedent, Operator's Conditions Precedent, and Joint Conditions Precedent of both Parties with Independent Expert and subsequently, upon completion of the same or otherwise as mutually agreed by the Parties, the issuance of Effective Date Notification on a joint basis, i.e., together with the Independent Expert;
- (b) calculating Payable Annuity Amount Payments, subject to Annuity Amount Payment Adjustments, in accordance with Article 8 and Budget Guidelines, as well as calculating other payments as stipulated in the Concession Agreement;
- (c) monitoring Quarterly the financial progress against detailed budgets submitted by the Operator with its Bid to the Authority at the time of the bidding process;
- (d) carrying out audits and keeping all records (on an annual basis) to establish compliance or otherwise of the Services with the KPIs, Applicable Laws, Applicable Permits, and Good Industry Practices in accordance with the procedures set out in the Agreement;
- (e) assisting the Parties in determining, under the Concession Agreement:
 - (i) existence and consequences of a Force Majeure Event,
 - (ii) an Event of Default;
 - (iii) the remedy of defaults and Termination procedures;
 - (iv) the existence, nature, and consequences of a Change in Law;

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- (v) the existence and consequences of any of the other relief items set out in the Concession Agreement; and/or
- (vi) any other matter of a technical nature referred by both Parties;
- (f) reviewing the proposed changes in budget/ assisting in the Re-alignment of the yearly budget during the Concession Period on the request of the Operator and proposing recommendations to the Authority for the needful action;
- (g) calculating tax adjustments of Quarterly Annuity Amount Payments of the Operator; certifying and approving relevant tax deductions from Annuity Amount Payments of the Operator on a quarterly basis;
- (h) visiting schools, PMO/ field office, and head office of the Operator for field-based Audit at least once a year;
- (i) updating **ANNEX XIII (ANNUITY AMOUNT PAYMENT SCHEDULE)** before the start of each Agreement Year during the Concession Period except Year 1;
- (j) carrying out any other duties and functions specified in the Concession Agreement other than those listed above.

3. INDEPENDENCE

- 3.1 In respect of all matters dealing with the Agreement, the Independent Expert and the Independent Auditor shall be independent and ensure that it performs all its obligations in accordance with the Concession Agreement.

ANNEX VII – FORM OF PERFORMANCE SECURITY

[Bank Guarantee]

THE SECRETARY TO THE GOVERNMENT OF SINDH,
SCHOOL EDUCATION & LITERACY DEPARTMENT,
GOVERNMENT OF SINDH,
1ST FLOOR, TUGHLAQ HOUSE, SINDH SECRETARIAT,
KARACHI, PAKISTAN.

GUARANTEE NO. (hereinafter referred to as the '**Guarantee**' or '**Bank Guarantee**')
Dated:

[*Insert Name of Bank*], being the Guarantee issuing bank (hereinafter referred to as the '**Guarantor Bank**'), understands that the following Parties shall enter into an agreement entitled the "Concession Agreement" (hereinafter referred to as the '**Agreement**') for the management and operation of public sector schools in Sindh under public-private partnership mode (Package No. 3 District: Khairpur, Larkana, Sukkur, Ghotki) (the '**Project**');

- a) **The Governor Of Sindh** (through Secretary, School Education & Literacy Department, Government of Sindh), having its office located at School Education & Literacy Department, 1st Floor, Tughlaq House, Sindh Secretariat, Karachi, Pakistan, for and on behalf of the Government of Sindh (hereinafter referred to as the '**Authority**'); and which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors and assigns);
- b) [**Operator**], a company incorporated under the laws of Pakistan, having its registered office located at [●] (hereinafter referred to as the "**Operator**", which expression shall, where the context so permits, be deemed to mean and include its legal heirs, successors in interest, administrators, executors, and permitted assigns).

Further, the Guarantor Bank understands that pursuant to the terms of the request for proposals issued in respect of the Project by the Authority (the '**RFP**') read with the draft Agreement, the Operator 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, unconditionally, and on-demand to pay to the Authority (without any notice, reference, or prior recourse to the Operator or any other entity or without any recourse or reference to the Agreement, document, or other instruments (including the RFP and the Agreement) whether executed or not) 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 within [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; and
- b) the bank account to which the amounts demanded pursuant to the Demand are to be credited/transferred (hereinafter referred to as the '**Beneficiary Account**').

A Demand shall only be honoured by the Guarantor Bank if it is made by and bears the signature of an authorized 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 Operator or any other person) immediately (however not later than [three (3)] business days) of its receipt of the

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Authority's Demand, as stated earlier, and shall transfer the amount specified in the Demand to the Beneficiary 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 total 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 '**Guarantee 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 Guarantee Expiry Date and the same is received by the Guarantor Bank on or prior to the Guarantee Expiry Date, the Guarantor Bank shall honour such Demand.

Upon expiry, this Guarantee shall be returned to the Operator 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 Agreement may be amended, renewed, extended, modified, compromised, released, or discharged by mutual agreement between the Authority and the Operator without:

- a) in any way impairing or affecting the Guarantor Bank's liabilities hereunder;
- b) notice to the Guarantor Bank; and
- 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 Agreement or the insolvency, bankruptcy, reorganization, dissolution, or liquidation of the Operator or any change in ownership of the Operator or any purported assignment by the Operator 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 the Operator'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:

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- 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; or (iii) violate any provision of the Guarantor Bank's constituent documents; and
- 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 (i) the execution, delivery, and performance of this Guarantee; or (ii) 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 & ON BEHALF OF THE GUARANTOR BANK**

.....
NAME:
DESIGNATION:
DATED:

WITNESS I

.....
NAME:
CNIC:

WITNESS II

.....
NAME:
CNIC:

The precise form of the Performance Security (whether a bank guarantee or a standby letter of credit) shall be agreed upon between the Operator and the Authority prior to the signing of the Concession Agreement. The quantum, duration, and renewal mechanism of the Performance Security shall follow the principles set out in Article 5 of the Concession Agreement.

ANNEX VIII – APPLICABLE PERMITS

[To be finalized prior to the Effective Date]

ANNEX IX – HANDING OVER CRITERIA

[The Authority shall hand over the Facility to the Operator in accordance with the following Handing over Criteria, which Handing over Criteria lists down the assets, furniture, and fixtures available at the Facility at the time of Handing Over. The list of following assets, furniture, and fixtures shall be finalized between the Parties prior to the signing of the Agreement:]

ANNEX X – TAKING OVER CRITERIA

*The Taking over Criteria of the Facility shall be similar to the Handing over Criteria specified in **ANNEX IX (HANDING OVER CRITERIA)** above and any other asset(s) acquired by the EMO and/ or Authority during the tenure of this Agreement for the operation and management of the Facility. The Operator shall ensure that the Facility is handed back to the Authority after the Expiry Date and in accordance with the terms of this Agreement in proper working condition.*

ANNEX XI – EMPLOYMENT CRITERIA

[To be finalized by the Operator within thirty (30) Days of the Effective Date and approved by the Independent Expert within fifteen (15) Days thereof].

Employment Criteria should reflect the minimum academic and professional qualifications requirement, job descriptions, necessary skills, attributes, etc., for School-based Staff in the Facility. The Operator shall initiate, and Independent Expert finalize the Employment Criteria, i.e., the minimum requirement of the academic and professional qualifications, job descriptions, necessary skills, and attributes, etc., for the School-based Staff in line with the RFP Document, including this Agreement.

ANNEX XII – ANNUITY AMOUNT PAYMENT ADJUSTMENT FORMULA

Note: The Authority shall release Annuity Amount Payments to the Operator based on the recommendations by an Independent Auditor following the other terms and conditions outlined in the Concession Agreement.

The following formula/ workings shall be used to adjust the Annuity Amount Payments based on the level/ degree of fulfilment of the KPIs and compliance with the RFP terms & conditions by the Operator. The Independent Auditor shall calculate the following adjustments based on the evaluation of KPIs done by the Independent Expert and the Quarterly invoice generated by the Operator from time to time 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, Budget for Operational Expenditure and Key Staff Salary Heads; 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 Quarterly invoices generated by the Operator; except for the first two Quarters’ Annuity Amount Payments of Year 1 on which Annuity Amount Payment Deduction will not apply, subject to fulfilment of the obligations set out in Article 2.7 of the Concession Agreement. In addition, the amount under budget head of Non-current Assets, Repair & Maintenance and Inclusive Education Initiative are non-lapsable. Any utilized amount in a given year shall be carried forward to next year’s budget in their respective heads. Furthermore, the total amount claimed in the quarterly invoices cannot exceed the yearly financial projections made by the Operator in the Bid Price unless the same is permitted under the Article 8 of the Concession Agreement or recommended by the Independent Auditor and/ or the Authority, where applicable in this Agreement.

Note: The Independent Expert and Independent Auditor shall use the Management Fee, Budget for Operational Expenditure and Key Staff Salary Heads of the given period for calculating Annuity Amount Payment deductions. However, the quantum of the deductions shall be adjusted from the Management Fees only.

In the event of total depletion of quarterly Management Fees due to Annuity Amount Payment Adjustments, the remaining amount, if any, shall be deducted from the Management Fees of the subsequent quarter(s).

QP = [AH*(PP-RP)] + (RA) + (RC)	
QP =	Annuity Amount Payments to be paid in the Annuity Amount Payment Evaluation Period.
AH =	Sum of Annuity Amount Payment Amount under the Adjustable Heads which includes Operational Expenditure, Management Fees, and Key Staff Salary
PP¹ =	Performance Percentage given by the Independent Expert after evaluation of KPIs in the Quarter. Performance Percentage shall be calculated based on indicators applicable for a particular Quarter. i.e., PP = Marks Obtained/ Total Marks (of applicable indicators) * 100
RP =	Reporting Penalty of 5%, if established by the Authority, including the Public-Private Partnership Node of the Authority, in consultation with the Independent Expert/ Independent Auditor, within fifteen days (15) days from the date the issue of determination is raised.
RA =	Total Reimbursable Amount in the Quarter, as verified by the Independent Auditor, based on invoices/supporting evidence.
RC =	Redeemed Claim (if any/ applicable) for the last quarter, as per the Concession Agreement.

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Management Fee Payment for the Quarter	Due Amount (Management Fee - MF)	Amount to be paid MF * PP				
	700,000				637,000	
Thematic Areas	Performance Area	Key Performance Indicators (KPI)	Applicable in Q (Y/N)	Weightage		Performance Percentage (PP)
				Marks Allocated	Marks Achieved	
MANAGEMENT & ORGANIZATION: PLANNING, IMPLEMENTATION & EVALUATION	Annual Management Plan	As per the Key Performance set out in ANNEX II (KEY PERFORMANCE INDICATORS)		4	4	100%
	Implementation Framework & Implementation Tracking			4	4	100%
	Development and Functioning of the EMIS			4	4	100%
	Availability of Staff			4	4	100%
	Staff Attendance Improvement and Management			4	4	100%
	Students Enrolment, Attendance Management, and Retention Plan			10	7	70%
	Improvement in Students' Attendance Retention Rates, Benchmarked with Baseline					
	SUB-TOTAL			30	27	90%
CURRICULUM, ASSESSMENT, AND TEACHING PROCESS, I.E., PEDAGOGY	Annual Scheme of Studies	As per the Key Performance set out in ANNEX II (KEY PERFORMANCE INDICATORS)		4	4	100%
	Lesson Planning System (Curriculum and Syllabus)			16	14	88%
	Students Achieving a Level of Competence in Subjects in Each Grade Progressively			12	10	100%
	Training Need Assessment* Continuous Professional Development Plan			15	15	100%
	Continuous Professional Development Training					
	SUB-TOTAL			47	43	91%
SCHOOL ENVIRONMENT AND SCHOOL COMMUNITY ENGAGEMENT	Repair and Maintenance* Plan of all the Facilities, including Infrastructure, Equipment, Furniture, and Fixtures	As per the Key Performance set out in ANNEX II (KEY PERFORMANCE INDICATORS)		5	5	100%
	School Management Committees and Parent-Teacher Meetings			4	3	75%
	Meetings and Engagement with DEO, TEO, and DST			4	3	75%
	Health and Hygiene Practices Plan			3	3	100%
	Demonstrated Healthy Practices of Students, supported with Health and Hygiene Activities and Facilities			3	3	100%
	Co-Curricular Activities Plan and Activities			4	4	100%
	SUB-TOTAL			23	21	91%
GRAND TOTAL	100	91	91%			

Note: The above table is for illustration purposes only. Actual working will be based on the detailed evaluation of the KPIs as set out in the Concession Agreement.

ANNEX XIII – ANNUITY AMOUNT PAYMENT SCHEDULE

[To be finalized by the Authority with the confirmation from Independent Expert and Independent Auditor jointly prior to the Effective Date and updated/actualized at the start of each agreement year by IA.]

DISBURSEMENT CALENDER

SCHEDULED QUARTERS

YEAR 1		
QTR. #	Annuity Amount Payment Evaluation Period	PAYABLE ANNUITY AMOUNT (PKR)
		Annual Approved Budget
Q-1	January to March	
Q-2	April to June	
Q-3	July to September	
Q-4	October to December	
TOTAL ANNUAL BUDGET		

YEAR 2		
QTR. #	Annuity Amount Payment Evaluation Period	PAYABLE ANNUITY AMOUNT (PKR)
		Annual Approved Budget
Q-1	January to March	
Q-2	April to June	
Q-3	July to September	
Q-4	October to December	
TOTAL ANNUAL BUDGET		

YEAR 3		
QTR. #	Annuity Amount Payment Evaluation Period	PAYABLE ANNUITY AMOUNT (PKR)
		Annual Approved Budget
Q-1	January to March	
Q-2	April to June	
Q-3	July to September	
Q-4	October to December	
TOTAL ANNUAL BUDGET		

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YEAR 4		
QTR. #	Annuity Amount Payment Evaluation Period	PAYABLE ANNUITY AMOUNT (PKR)
		Annual Approved Budget
Q-1	January to March	
Q-2	April to June	
Q-3	July to September	
Q-4	October to December	
TOTAL ANNUAL BUDGET		

YEAR 5		
QTR. #	Annuity Amount Payment Evaluation Period	PAYABLE ANNUITY AMOUNT (PKR)
		Annual Approved Budget
Q-1	January to March	
Q-2	April to June	
Q-3	July to September	
Q-4	October to December	
TOTAL ANNUAL BUDGET		

YEAR 6		
QTR. #	Annuity Amount Payment Evaluation Period	PAYABLE ANNUITY AMOUNT (PKR)
		Annual Approved Budget
Q-1	January to March	
Q-2	April to June	
Q-3	July to September	
Q-4	October to December	
TOTAL ANNUAL BUDGET		

YEAR 7		
QTR. #	Annuity Amount Payment Evaluation Period	PAYABLE ANNUITY AMOUNT (PKR)
		Annual Approved Budget
Q-1	January to March	
Q-2	April to June	
Q-3	July to September	

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Q-4	October to December	
TOTAL ANNUAL BUDGET		

YEAR 8		
QTR. #	Annuity Amount Payment Evaluation Period	PAYABLE ANNUITY AMOUNT (PKR)
		Annual Approved Budget
Q-1	January to March	
Q-2	April to June	
Q-3	July to September	
Q-4	October to December	
TOTAL ANNUAL BUDGET		

YEAR 9		
QTR. #	Annuity Amount Payment Evaluation Period	PAYABLE ANNUITY AMOUNT (PKR)
		Annual Approved Budget
Q-1	January to March	
Q-2	April to June	
Q-3	July to September	
Q-4	October to December	
TOTAL ANNUAL BUDGET		

YEAR 10		
QTR. #	Annuity Amount Payment Evaluation Period	PAYABLE ANNUITY AMOUNT (PKR)
		Annual Approved Budget
Q-1	January to March	
Q-2	April to June	
Q-3	July to September	
Q-4	October to December	
TOTAL ANNUAL BUDGET		

TOTAL PROJECT BUDGET (INCLUDING MANAGEMENT FEE) WITH TAXES AS APPLICABLE	
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Note: The Independent Auditor, in consultation with the Independent Expert, shall update the Operator’s Financial Model, after adjusting the unutilized budget portion of the specific budget heads in accordance with the Budget Guidelines and budget actualization in accordance with applicable standards from Year-2 and onwards, at the start of each Agreement Year during the Concession Period and submit the same to the Authority, Operator, and Independent Expert for record purpose in terms of the Concession Agreement.

ANNEX XIV – FINANCIAL MODEL

[Financial Model means Financial Bid submitted by the Operator at the time of the bidding process.]

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ANNEX XV – DETAILS OF FACILITY

Package	Name of Districts	Number of Schools
3.	Khairpur, Larkana, Sukkur & Ghotki	7

Sr.	District(s) Package Summary	
1.	Number of Girls' Elementary Schools	7
2.	Total Number of Classrooms (New + Old) in Facilities	43+0
3.	Total Number of Other Rooms (New + Old) in Facilities	21+01
4.	Total Number of Existing Student Enrolment in Facilities	992
5.	Total Number of Existing Teaching Staff in Facilities	39
6.	Total Number of Existing Non-teaching Staff in Facilities	04

Sr.	Code	School Name	SEMIS Code	Existing Enrolment
1	JC	GGES New Gud	413040145	372
2	JC	GGES Tharecha	413040177	115
3	JC	GGES Faqeer Muhammad Palh	418020162	89
4	JC	GGES Haleji Shareef	418010594	74
5	JC	GGES Hadi Bux Laghari	415060796	158
6	JC	GGELS Belo Naich	419020096	99
7	JC	GGES Kareem Bux Bhambro	415070028	85
Total Existing Enrolment				992

Detailed information relating to the Facilities is provided in **ANNEX VIII (DETAILS OF THE FACILITIES)** of the RFP Document.

ANNEX XVI – TECHNICAL PROPOSAL OF THE OPERATOR

[Technical proposal submitted by the Operator at the time of submission of Bids for undertaking the Project shall be considered as an integral part of the Concession Agreement].

ANNEX XVII – STAFF

[Upon the Effective Date the list of existing Authority Staff available in the Facility.]

ANNEX XVIII – INCLUSIVE EDUCATION INITIATIVE

Pakistan as a signatory to the 2030 Agenda for Sustainable Development Goals (SDGs), under the goal four, all signatories must 'ensure inclusive and equitable quality education and promote lifelong learning opportunities for all'. Furthermore, Article 9(1) of the Sindh Empowerment of Persons with Disabilities Act 2018 states that the Government shall endeavour that all educational institutions funded or recognized by it provide inclusive education to children with disabilities.

However, children from marginalized and vulnerable groups, including children with special needs, are often neglected.

The EMO shall ensure inclusivity in all the Facilities listed in Annexure VIII so that there may be real learning opportunities for groups who have traditionally been excluded. Special focus should be placed on learners who may be at risk of marginalization, exclusion, or underachievement. The aim is to make the learning environment conducive to the needs of persons with disabilities and adopting inclusive pedagogy. Children with physical disabilities, vision impairment, hearing impairment, cognitive impairment and other disabilities will receive education in the same school and same class with other students.

These students may be enrolled directly by the school administration, or they can be recommended by Sindh Persons with Disabilities Protection Authority (SPDPA).

The EMOs shall ensure that the school infrastructure and facilities are accessible and safe for children with special needs. The schools should have ramps, handrails and accessible toilets to facilitate children with physical disabilities. Measures such as marking boundaries and stairs in high contract can facilitate students with visual impairment. Some of the measures the teachers can take for responding to needs to children with special needs include provision of assistive devices where required, use of big sized high contract learning material; use of braille and tactile books; use of audio-visual aids with captions; paying close attention to the classroom arrangement and seating of the child with special needs; engaging in-person or online sign language interpreters; giving extra time to such students after regular school hours etc.

In addition, the EMOs shall ensure that school staff are well trained in accordance with policy guideline on Inclusive Education by UNESCO, which provides clear guidelines for teaching children with special needs. The ECE teachers in particular and other teachers in general, should be given appropriate training, resources and guidance to identify students with possible cognitive disability so that appropriate measures may be taken at the initial stage. Moreover, counselling sessions for all school staff and students should be organized to help them collaborate, cooperate, and empathize in order to create an inclusive learning environment for all children.