GOVERNMENT OF KHYBER PAKHTUNKHWA

HIGHER EDUCATION, ARCHIVES AND LIBRARIES DEPARTMENT

REQUEST FOR PROPOSAL

for the

Outsourcing of Operation and Management of Low Performing Government Colleges in Khyber Pakhtunkhwa

under the

Collaborative College Advancement Program (C-CAP)

VOLUME I – BIDDING PROCEDURE AND INSTRUCTIONS TO BIDDERS

Note: The prospective bidder is expected to examine this Request for Proposals carefully, including all Instructions, Terms and Conditions, Terms of Reference and annexures. Failure to furnish all required information, or submission of a Bid not responsive to this document in any respect, shall result in rejection of the Bid.

DISCLAIMER

This Request for Proposals is provided to the recipients solely for use in preparing and submitting Bids in connection with the bidding process for the Outsourcing of Operation and Management of Low Performing Government Colleges in Khyber Pakhtunkhwa under the Collaborative College Advancement Program, for the term of the Agreement Period. It is issued by the Higher Education, Archives and Libraries Department, Government of Khyber Pakhtunkhwa, solely for use by shortlisted Bidders in considering the Project.

The prospective Bidder shall bear all costs associated with or relating to the preparation and submission of its Bid, including but not limited to preparation, copying, postage, delivery fees and all other expenses incurred by the Bidder.

The Procuring Entity may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information in this document. This document may be cancelled by the Procuring Entity at any stage in accordance with the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014.

This Request for Proposals does not constitute an offer, and no contractual relationship arises between the Procuring Entity and any Bidder until the Agreement has been executed by both parties.

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ANNEX-2	Technical Evaluation Criteria	Included
ANNEX-3	List and Details of Colleges	Included
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Government of Khyber Pakhtunkhwa
Higher Education, Archives and Libraries Department

LETTER OF INVITATION

THE SECRETARY, HIGHER EDUCATION, ARCHIVES AND LIBRARIES DEPARTMENT

Civil Secretariat, Block A, Khyber Road, Peshawar

Reference: ____________________ Date: ____________________

To

[Name and address of the shortlisted Bidder]

Subject: REQUEST FOR PROPOSALS – OUTSOURCING OF OPERATION AND MANAGEMENT OF LOW PERFORMING GOVERNMENT COLLEGES IN KHYBER PAKHTUNKHWA UNDER THE COLLABORATIVE COLLEGE ADVANCEMENT PROGRAM

Dear Sir or Madam,

1. Your organization was shortlisted at the Expression of Interest stage and declared responsive by the procurement committee. You are accordingly invited to submit a Bid in response to the enclosed Request for Proposals.

2. The assignment is the operation and management of five (05) government colleges, particulars of which are set out at Annex-3. A separate Bid shall be submitted in respect of each College for which you wish to be considered, and each Bid shall be evaluated separately.

3. The Government retains ownership of each College and regulatory control over the education delivered in it. The assignment does not involve the lease of any College or of any part of one.

4. The assignment is funded by a Per-Student Subsidy of Pakistan Rupees sixty thousand (PKR 60,000) per enrolled student per academic year, payable at Pakistan Rupees five thousand (PKR 5,000) per enrolled student per month. The Government meets the whole of the per-student cost. Bidders do not compete on the rate, and no fee shall be charged to a student enrolled in a Core Academic Programme.

5. Bids comprise a Technical Proposal and a Financial Proposal, submitted in accordance with Sections 5 and 6 of the Request for Proposals. The Technical Proposal is evaluated out of one hundred (100) marks under Annex-2, of which twenty (20) are for the presentation on the methodology. A Bidder must attain not less than seventy (70) marks to qualify, and must score above nil on criterion 3.

6. Every Bidder is required to deliver a presentation to the Evaluation Committee. The technical evaluation is dependent upon it for a successful implementation of this long term contract. A Bidder which fails to deliver the presentation shall stand technically disqualified and its Bid shall not be evaluated further.

7. A pre-bid meeting will be held on the date, at the time and at the venue stated in the Bid Data Sheet at Annex-1. Requests for clarification may be submitted in writing to the address stated in that Annexure.

8. The Bids Submission Deadline, the address for submission, and the date, time and venue for opening are stated in the Bid Data Sheet. EPADS closes at the Deadline and a Bid not completely uploaded by then cannot be submitted.

9. The Higher Education, Archives and Libraries Department reserves the right to accept or reject any or all Bids, and to annul the bidding process, in accordance with the Khyber Pakhtunkhwa Public Procurement Regulatory Authority Act, 2012 and the Rules made thereunder.

10. This Request for Proposals is issued in two volumes, which are to be read together. You are expected to examine both carefully before submitting a Bid.

Sincerely,

Secretary,

Higher Education, Archives and Libraries Department

1. DEFINITIONS

In this Request for Proposals, unless the context otherwise requires:

"Act" means the Khyber Pakhtunkhwa Public Procurement Regulatory Authority Act, 2012, as amended in 2022.

"Agreement" means the agreement to be executed between the Procuring Entity and the Successful Bidder, the draft of which is issued separately as the Contract Agreement.

"Agreement Period" means the period for which the Agreement is entered into, as stated at clause 2.2.15.

"Applicable Documents" means collectively the Act, the Rules, the Policy, and any order, instruction, guideline or regulation issued thereunder and applicable to this Request for Proposals before the Bids Submission Deadline.

"Applicable Laws" means all laws, ordinances, rules, regulations and notifications in force in Pakistan and in the Province and applicable to the Project.

"Authority" means the Khyber Pakhtunkhwa Public Procurement Regulatory Authority constituted under the Act.

"Best Evaluated Bid" means the Bid determined to be the best evaluated bid for the award of the Agreement in respect of a College, in accordance with the Applicable Documents.

"Bid" means the Technical Proposal and the Financial Proposal submitted together by a Bidder in respect of a College.

"Bidder" means a person or entity shortlisted at the Expression of Interest stage and declared responsive, which submits a Bid in response to this Request for Proposals.

"Bid Security" means the security to be furnished by a Bidder in accordance with clause 5.4.

"C-CAP" means the Collaborative College Advancement Program, being the programme under which this Project is undertaken.

"College" means a government college listed at Annex-3, and "Colleges" shall be construed accordingly.

"Core Academic Programme" means a programme of study leading to an intermediate, undergraduate or graduate qualification conferred or recognized by the affiliating university or Board, delivered at a College; and does not include a course offered under clause 2.2.12.

"Escrow Account" means the account opened under clause 9.5 in the joint names of the Procuring Entity and the Operator with the Escrow Agent, into which the Per-Student Subsidy for a College is deposited and from which payment to the Operator is released.

"Escrow Agent" means the scheduled commercial bank selected under clause 9.5.4 to operate the Escrow Account.

"Escrow Agreement" means the tripartite agreement between the Procuring Entity, the Operator and the Escrow Agent governing the Escrow Account, the form of which is scheduled to the Contract Agreement.

"SSU" means the support unit constituted by the Department under paragraph 5.6 of the Policy to monitor academic and operational performance, to conduct quarterly audits, and to ensure transparency in fund utilization and student welfare.

"Evaluation Committee" means the committee constituted by the Procuring Entity to evaluate Bids in accordance with the Applicable Documents.

"Expression of Interest" means the document submitted to the Procuring Entity in response to the Request for Expression of Interest, in the shortlisting procedure.

"Government" means the Government of Khyber Pakhtunkhwa.

"Integrity Pact" means the instrument at Form-G, duly executed by the Bidder.

"Key Staff" means the professionals proposed by a Bidder in its Technical Proposal to undertake, oversee and manage the operation of a College on a dedicated and regular basis during the Agreement Period, each satisfying the minimum qualification and experience stated in Annex-2. A Bidder shall propose separate Key Staff for each College in respect of which it submits a Bid.

"Lead Member" means the member of a joint venture or consortium nominated under clause 3.4.2 to represent and bind all members.

"Notification of Award" means the written notice issued under clause 8.3.

"Operator" means the Successful Bidder, in its capacity as the private partner operating and managing a College under the Agreement.

"Per-Student Subsidy" means the funding provided by the Government under clause 2.2.6, comprising per-student capitation grants, performance-based funding and operational cost support.

"Policy" means section 5 of the Sectoral Plan for the Higher Education Department, College Sub Sector, approved in principle by the Provincial Cabinet on 02 October 2025.

"Procuring Entity" means the Higher Education, Archives and Libraries Department, Government of Khyber Pakhtunkhwa, Civil Secretariat, Block A, Khyber Road, Peshawar, acting through the Secretary.

"Project" means the outsourcing of operation and management of the Colleges under C-CAP.

"Province" means the Province of Khyber Pakhtunkhwa.

"Request for Expression of Interest" means the advertisement published by the Procuring Entity soliciting Expressions of Interest from interested private parties.

"Responsive Bid" means a Bid which complies with all material conditions and requirements of this Request for Proposals.

"Rules" means the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014, as amended in 2022.

"Services" means the services to be performed by the Operator under the Agreement.

"Shortlisting" means the procedure by which Bidders meeting the criteria published in the Request for Expression of Interest were selected to be issued this Request for Proposals.

"Successful Bidder" means the Bidder to which a Notification of Award is issued in respect of a College.

"Terms of Reference" means the document at Annex-5 setting out the objectives, scope of work, responsibilities and deliverables of the assignment.

Words and expressions not defined in this Request for Proposals shall bear the meaning given to them in the Act and the Rules, and failing that the meaning attributed to them in relevant trade and industry practice.

2. INTRODUCTION AND ASSIGNMENT DESCRIPTION

2.1 Introduction

2.1.1 The Higher Education, Archives and Libraries Department, Government of Khyber Pakhtunkhwa (the "Department") is responsible for college and university education in the province, for the formulation of policy relating to higher education, for the improvement of the quality and standards of higher education, and for the regulation, registration and supervision of private higher education institutions. The Department functions through the Directorate of Higher Education, Director General Commerce & Management Sciences and the Directorate of Archives and Libraries, and is supported by seven autonomous and semi-autonomous bodies placed under it.

2.1.2 The Department administers three hundred and ten (310) fully functional colleges across the Province, employing seven thousand one hundred and eighteen (7,118) teaching staff and catering to two hundred and fifty-eight thousand four hundred (258,400) enrolled students, of whom one hundred and four thousand and twenty-seven (104,027) are female. Of the total number of degree colleges, one hundred and thirty (130) are female colleges and enrolment of female students in degree colleges stands at forty-one per cent (41%).

2.1.3 Notwithstanding sustained departmental effort, a number of government colleges continue to face persistent challenges, including enrolment below fifty per cent (50%) of institutional capacity, consistently poor academic results, deficiencies in infrastructure and shortage of faculty, and low willingness of staff to serve in those institutions.

2.1.4 To address these challenges the Department has framed a policy for outsourcing the operations and management of higher education institutions to qualified private sector entities, under the programme titled the Collaborative College Advancement Program ("C-CAP"). The object of C-CAP is to make such colleges fully functional and capable of delivering quality education by drawing on the expertise and management practices of the private sector, while the Government retains ownership of the institutions and regulatory control over the education delivered in them.

2.1.5 The Provincial Cabinet, in its meeting held on 02 October 2025, approved the proposal in principle and directed that the initiative be first piloted in five (05) public sector colleges, one in each region including a merged district, subject to the condition that no new Schedule of New Expenditure be requested.

2.1.6 The Colleges at Annex-3 were identified by the committee constituted for that purpose on 12 November 2025 on the basis of availability of completed infrastructure, operationalization under project mode, and location within or in proximity to urban areas.

2.1.7 This Request for Proposals is issued in two volumes. Volume I comprises the Letter of Invitation, the Instructions to Bidders, the Bid Data Sheet, the annexures and the forms. A Bidder submitting a Bid is deemed to have examined all of them. The

Contract Agreement is issued separately to the Successful Bidder and is not open to negotiation save as provided at clause 8.5.2.

2.2 Assignment Description

2.2.1 The assignment is the operation and management of five (05) government colleges, particulars of which are set out at Annex-3. The assignment does not extend to any other institution.

2.2.2 The physical infrastructure of each College is in place. The Operator shall be responsible for the delivery of education services and management services at each College in respect of which it is selected, and for the upkeep and maintenance of the premises, infrastructure, laboratories, library holdings, furniture and fixtures at its own cost throughout the Agreement Period, in accordance with the asset schedule and the condition survey for that College.

2.2.3 The Government shall at all times remain the owner of the land, buildings, laboratories, equipment, library holdings and all allied facilities of each College. Neither legal title nor economic ownership passes to the Operator at any time or to any extent. The Operator's interest in a College is a license to occupy and operate it for the purposes of the Agreement and for no other purpose, which terminates with the Agreement.

2.2.4 The Operator shall have autonomy to recruit teaching and non-teaching staff for the operation of the College, subject to the faculty qualification requirements set out in Annex-2 and Annex-5 and to the Applicable Laws in teachers selection.

2.2.5 Staff in position at a College at the date of handover shall be transferred, together with their posts, to colleges at which they are required. No new Schedule of New Expenditure shall be created in consequence of this assignment. The post-wise staff position at each of the five Colleges, distinguishing regular from project-mode appointments, is furnished with the particulars at Annex-3 and forms part of this Request for Proposals. A Bidder prices the assignment on that position.

2.2.6 The assignment is funded by a Per-Student Subsidy. The Government shall provide per-student capitation grants based on enrolment and performance, additional performance-based funding for the achievement of stated targets including enrolment growth and improved pass rates, and operational cost support for infrastructure upgrades and faculty salaries. The per-student subsidy rate and the basis on which it is computed are stated at clause 2.2.7. Its indexation over the Agreement Period is specified in the Contract Agreement.

2.2.7 The Per-Student Subsidy is Pakistan Rupees sixty thousand (PKR 60,000) per enrolled student per academic year, payable at Pakistan Rupees five thousand (PKR 5,000) per enrolled student per month. The Government-to-Operator cost-share ratio is one hundred to nil (100:0): the Government meets the whole of the per-student cost and the Operator is required to make no capital or operating contribution from its own resources.

2.2.8 The Operator retains any efficiency it achieves below the Per-Student Subsidy, and retains the revenue permitted under clause 2.2.12, subject to the conditions in that clause and to the reporting obligations at Annex-4. The subsidy is not a reimbursement of cost incurred and is not adjusted to actual expenditure.

2.2.9 The Per-Student Subsidy rate is fixed by the Department, is identical for every Bidder, and is published in the Bid Data Sheet. It is not a matter on which Bidders compete.

2.2.10 Payment is made quarterly in arrears under clause 9.4.1. An Operator therefore meets the cost of operating the College for the first quarter from its own resources before the first payment falls due, assisted by the Mobilization Advance under clause 9.4. That requirement is the reason working capital is assessed under criterion 6 of Annex-2, and Bidders should price accordingly.

2.2.11 The Operator shall not charge any fee to a student enrolled in a Core Academic Programme of a College. This obligation is a fundamental term of the Agreement, and the consequences of its breach are set out in the Contract Agreement.

2.2.12 The Operator may, with the prior written approval of the Department in each case, seek corporate social responsibility sponsorship, establish job-linked vocational training programmes, and introduce evening and weekend professional certification courses. No such activity shall be offered to a student enrolled in a Core Academic Programme as a condition of that programme, in substitution for any part of it, or in such manner that the student's progression, assessment or access to facilities is affected by whether the student takes it. Every such activity shall be accounted for in a separate account for the College, distinct from the account for the Core Academic Programme and from the Operator's other business, and that account shall be produced with the annual audited accounts. Revenue so raised is measured under indicator 4.2 of Annex-4 only to the extent that it is shown to have been applied to the College.

2.2.13 The outsourcing of operation and management under this Request for Proposals does not involve the lease of any College or of any part of any College. Leasing is not under consideration for the pilot phase.

2.2.14 The position on the affiliation of each College with its affiliating university or Board of Intermediate and Secondary Education, on the conduct of examinations, and on the officer who is Principal of record for examination purposes following handover, shall be the same as before with the respective Boards of Intermediate and Secondary Education and the affiliated University. No affiliation transfers to the Operator by reason of the Agreement.

2.2.15 The Provincial Cabinet directed first piloting of the initiative. The Policy provides for a medium-term implementation window of six to eighteen months with a mid-term review of pilot performance. The Agreement Period, and the review gate at which continuation is to be determined, are to be settled by the Department and shall be communicated in the Contract Agreement with the successful partners. The

Agreement Period shall in any event be of sufficient length to permit an enrolled cohort to complete its programme.

2.3 Assignment Objective

2.3.1 The objectives of the assignment are to:

(a) enhance academic quality by applying private sector innovation to improve educational standards;

(b) increase student enrolment and introduce market-oriented disciplines for increased employability;

(c) modernize infrastructure so that facilities meet contemporary educational needs;

(d) achieve operational efficiency while maintaining education that is free to the student at the point of delivery; and

(e) strengthen linkages between academia and industry so as to enhance graduate employability.

2.3.2 Achievement of these objectives shall be measured against the Key Performance Indicators at Annex-4, which were provided by the Finance Department and endorsed by the Planning and Development Department, and payment to the Operator shall be linked to that measurement in the manner set out in that annexure and in the Contract Agreement.

2.4 Procurement Process and Timelines

2.4.1 The system of selection is quality based selection under rule 23(a) of the Khyber Pakhtunkhwa Public Procurement Rules 2014. The budget is fixed and published: the Per-Student Subsidy rate at clause 2.2.7 and the cost-share ratio are the same for every Bidder and are not a matter on which Bidders compete. Quality is accordingly the only factor taken into consideration, which is the precondition rule 23(a) states for that system. Selection is made on the Technical Proposal alone, scored under Annex-2. The Financial Proposal is examined for responsiveness only, carries no marks, and is assessed as responsive or non-responsive.

2.4.2 Bids shall be submitted through the Electronic Procurement and Disposal of Assets System (EPADS) maintained by the Authority, and by no other route. A Bid submitted by any other means shall not be considered.

2.4.3 The procurement shall proceed on fast track in consultation with the procurement committee and the shortlisted parties by enabling the department to complete the process before 30th September 2026 enabling the operators to grab more admissions.

2.4.4 The Department reserves the right to alter the foregoing timeline, provided that any alteration which reduces the period available to Bidders for the preparation of their Bids shall be notified to all shortlisted Bidders in writing and the Bids Submission Deadline extended correspondingly.

3. PROSPECTIVE BIDDERS

3.1 Eligible Bidders

3.1.1 Only those Bidders which were shortlisted at the Expression of Interest stage and declared responsive by the procurement committee are eligible to submit a Bid in response to this Request for Proposals. No other person or entity shall submit a Bid.

3.1.2 The shortlisted Bidders are listed by name at Annex-7, as recorded in the minutes of the procurement meeting held on 29 July 2026.

3.1.3 This Request for Proposals introduces no eligibility requirement. The eligibility of Bidders was determined at the Expression of Interest stage against the criteria published in the Request for Expression of Interest and is not reopened by this document. Nothing in this Request for Proposals shall be construed as imposing a qualifying condition which was not published at that stage.

3.1.4 A Bidder which submitted its Expression of Interest as a joint venture or consortium shall submit its Bid in the same composition. Any change in composition requires the prior written approval of the Procuring Entity, which shall be granted only where the composition as changed satisfies the criteria against which the Bidder was declared responsive.

3.2 Ineligible Bidders

3.2.1 A Bidder is ineligible where the Bidder, or in the case of a joint venture or consortium any member of it, is barred or blacklisted from participating in any procurement by the Federal Government, a Provincial Government or a local government in Pakistan, or by any authority in any other jurisdiction to which it belongs or in which it conducts its business, and that bar subsists as at the Bids Submission Deadline.

3.2.2 A Bidder is ineligible where the Bidder, or any member of it, is insolvent, is in liquidation, or is subject to proceedings for either.

3.2.3 A Bidder is ineligible where a conflict of interest exists which has not been disclosed in accordance with Form-H, or which in the opinion of the Procuring Entity, recorded in writing with reasons, cannot be managed.

3.2.4 Each Bidder shall declare the matters set out at clauses 3.2.1 to 3.2.3 in the Affidavit at Annex-6. The Affidavit shall reproduce the wording of those clauses without variation, addition or omission.

3.2.5 Where a declaration made under clause 3.2.4 is found to be false, the consequences are those provided under the Act, including blacklisting in accordance with the procedure prescribed thereunder, in addition to forfeiture of the Bid Security and annulment of any Notification of Award. Nothing in the Affidavit limits or substitutes the rights of the Procuring Entity under the Act.

3.3 Change in Eligibility Status

3.3.1 At any time before the Notification of Award the Procuring Entity may determine that a Bidder has ceased to be eligible, but only where one or more of the following events has occurred since the Bids Submission Deadline:

(a) the Bidder or a member of it has been barred or blacklisted as described at clause 3.2.1;

(b) the Bidder or a member of it has become insolvent or has entered liquidation;

(c) the Bidder or a member of it has been convicted of an offence involving fraud, corruption or misrepresentation;

(d) the Bidder or a member of it has lost a registration or license required by the criteria against which it was declared responsive; or

(e) the Bidder has withdrawn its Bid, or the Lead Member has withdrawn from the Bidder.

3.3.2 No determination under clause 3.3.1 shall be made otherwise than in writing with reasons, and not before the Bidder has been afforded not less than three (03) days in which to respond. The determination, the reasons for it and the Bidder's response shall be recorded in the Bid Evaluation Report.

3.3.3 No determination under clause 3.3.1 shall be made on the ground of a Bidder's future commitments, of its current contract works, or of any matter not listed in that clause.

3.3.4 Where a determination is made under clause 3.3.1, the Procuring Entity may proceed to the next highest ranked Responsive Bid in respect of the College concerned.

3.4 Joint Ventures and Consortia

3.4.1 A joint venture or consortium shall have not more than three (03) members. This limit was published in the Request for Expression of Interest and is reproduced here; it is not introduced by this Request for Proposals.

3.4.2 Each joint venture or consortium shall nominate a Lead Member by power of attorney in the form at Form-D, executed by every member. The Lead Member shall be authorized to represent and to bind all members in all matters connected with the bidding process and with the Agreement.

3.4.3 The members of a joint venture or consortium shall be jointly and severally liable for the performance of the Agreement. A joint bidding agreement recording the role and responsibility of each member shall be submitted with the Technical Proposal.

3.4.4 Where a Bidder is a joint venture or consortium, the Bid shall state which member is relied upon in respect of each evaluation parameter, save for any parameter which must be satisfied by the Lead Member.

3.4.5 A Bidder which participates as a member of a joint venture or consortium in respect of a College shall not submit a separate Bid in respect of that same College, whether alone or as a member of another joint venture or consortium.

3.5 Number of Colleges Awarded and Colleges Not Awarded

3.5.1 A Bidder may submit Bids in respect of one or more of the five Colleges. A separate Bid shall be submitted in respect of each College, and each Bid shall be evaluated separately.

3.5.2 No limit is placed on the number of Colleges for which a Bidder may submit a Bid or which a Bidder may be awarded. A Bidder may be awarded all five Colleges where it submits the Best Evaluated Bid in respect of each.

3.5.3 The requirement of the Finance Department that a mechanism be in place to prevent monopolies in the selection of private partners and operators is given effect by clauses 3.5.4 and 3.5.5, and not by a limit on the number of Colleges awarded. The Department has determined that a limit would restrict the field in a pilot and that the protection is better obtained by preventing concealed common control and by requiring that capacity offered for one College is not counted again for another.

3.5.4 Each Bidder shall disclose, in Form-B, every person which controls it, which it controls, or which is under common control with it, whether by shareholding, by common directors or partners, by agreement or otherwise. Bidders under common control shall be treated as one Bidder for the purposes of clause 3.4.5 and shall be so recorded in the Bid Evaluation Report. Non-disclosure of common control is a ground for rejection of every Bid submitted by the persons concerned, and for forfeiture of Bid Security, at any time before the Agreement is signed.

3.5.5 Capacity offered in respect of one College shall not be offered again in respect of another. A person named as Key Staff for one College shall not be named as Key Staff for any other; the faculty complement, laboratory staff, librarian and examinations officer proposed for one College shall be additional to those proposed for any other; and Performance Security shall be furnished separately in respect of each College awarded.

3.5.6 A Bidder which submits Bids in respect of more than one College shall state in Form-B, for each individual and each post offered, the single College to which it is assigned. Where the same individual or post is offered for more than one College, the Bid in respect of the College to which the Bidder has assigned that individual or post is scored on it, and the Bid in respect of every other College scores nil on the sub-criterion concerned under criterion 5 of Annex-2. Where the Bidder has made no assignment, the Procuring Entity shall call on it in writing to do so within three (03) days, and on failure the Bid bearing the lowest College serial number at Annex-3 is treated as the assigned Bid. The Evaluation Committee exercises no choice in the matter and shall record the assignment relied on.

3.5.7 Financial capacity under criterion 6 of Annex-2 is assessed against the number of Colleges for which the Bidder has submitted a Bid. The turnover and liquidity thresholds in the bands at paragraph A.2.8 are multiplied by that number, so that a Bidder bidding for three Colleges must demonstrate three times the stated turnover and three times the stated liquidity to reach the same band. A Bidder may reduce the number of Colleges for which its Bids are considered, by written notice given before the Bids Submission Deadline and not afterwards, and the multiplier is then applied to the reduced number. Without this provision the same working capital would be counted once for every College bid for, and a Bidder able to fund one College would score as though it could fund five.

3.5.8 Where no Bid in respect of a College attains the minimum qualifying technical score, no award shall be made in respect of that College. A College shall not be awarded by reason only that a single Bid was received in respect of it. The Procuring Entity may re-invite proposals in respect of any College not awarded.

4. BIDDING DOCUMENTS

4.1 Pre-Bid Meeting

4.1.1 The Procuring Entity will hold a pre-bid meeting on the Tuesday 22-09-2026 , at 1400 hrs and at Higher Education Complex, Rano Garhi, Peshawar, to discuss any matter which Bidders wish to raise in respect of the assignment or of this Request for Proposals.

4.1.2 Attendance at the pre-bid meeting is not mandatory, and non-attendance shall not of itself disqualify a Bidder or affect the evaluation of its Bid.

4.1.3 Minutes of the pre-bid meeting, recording every question raised and the response given, shall be issued in writing to all shortlisted Bidders on the same day of the meeting, and shall be published on the websites stated in the Bid Data Sheet. A response given orally at the meeting has no effect unless it is recorded in those minutes.

4.1.4 Any change to the date, time or venue of the pre-bid meeting shall be notified to all shortlisted Bidders in writing before the scheduled date.

4.2 Bidders' Requests for Clarification

4.2.1 A Bidder requiring clarification of this Request for Proposals may submit a written request to the address stated in the Bid Data Sheet, not later than the date stated in the timetable at clause 2.4.3.

4.2.2 The Procuring Entity shall respond in writing to every request received within time. Each request and the response to it shall be circulated to all shortlisted Bidders simultaneously, without identifying the Bidder which made the request.

4.2.3 No clarification shall have the effect of amending this Request for Proposals. Where a clarification discloses a need to amend, the amendment shall be made under clause 4.3 and not by way of clarification.

4.3 Amendment of the Bidding Documents

4.3.1 At any time before the Bids Submission Deadline the Procuring Entity may amend this Request for Proposals, whether on its own initiative or in response to a request for clarification.

4.3.2 An amendment shall be issued in writing to every shortlisted Bidder and shall be published on the websites stated in the Bid Data Sheet. The Procuring Entity shall require written acknowledgement of receipt from each Bidder.

4.3.3 No amendment shall be issued later than five (05) days before the Bids Submission Deadline unless the Bids Submission Deadline is extended.

4.3.4 Where an amendment is material, in that it alters the scope of the assignment, the evaluation criteria, the forms to be submitted, or the basis on which a Bid is to be priced, the Procuring Entity shall extend the Bids Submission Deadline by not less than the greater of seven (07) days and the period remaining between the date of the amendment and the original deadline.

4.3.5 Every amendment forms part of this Request for Proposals and shall be numbered sequentially as an addendum.

5. BIDS: PREPARATION

5.1 Content of Bids

5.1.1 A Bid shall comprise a Technical Proposal and a Financial Proposal, prepared and submitted in accordance with this Section and Section 6, in respect of a single College.

5.1.2 Where a Bidder submits its Technical Proposal and its Financial Proposal otherwise than separately as required by clause 6.2, the Evaluation Committee may reject the Bid.

5.1.3 A document required to be submitted with the Technical Proposal which is submitted instead with the Financial Proposal, or conversely, shall not be considered in evaluation, and may form the basis of rejection of the Bid.

5.2 Technical Proposal

5.2.1 The Technical Proposal shall comprise the documents listed below, in the order listed, each tabbed and indexed:

(a) Bid Form (Form-A);

(b) Basic Information of Bidder (Form-B);

(c) Power of Attorney for the authorized signatory (Form-C), and where the Bidder is a joint venture or consortium, Power of Attorney for the Lead Member (Form-D) and the joint bidding agreement;

(e) Integrity Pact (Form-G);

(f) Conflict of Interest Statement (Form-H);

(g) Affidavit (Annex-6);

(h) the documents required by the Technical Evaluation Criteria at Annex-2, in the order there stated;

(i) an affidavit confirming that the Bid Security has been placed in the Financial Proposal; and

(j) the College in respect of which the Bid is submitted, clearly stated on the first page.

5.2.2 The Technical Proposal shall contain no financial information of any kind. A Technical Proposal which discloses any element of the Financial Proposal shall be rejected.

5.2.3 Clause 5.2.2 does not extend to the statement in Form-A by which a Bidder accepts, without qualification, the Per-Student Subsidy rate and the cost-share ratio published under clauses 2.2.7 and 2.2.9. That rate and that ratio are fixed, are identical for every Bidder and are not a matter on which Bidders compete, and Form-A is required to be placed in the Technical Proposal by clause 5.2.1. A Technical Proposal shall not be rejected by reason of that statement.

5.2.4 Each package uploaded to EPADS shall be assembled as a single bookmarked file in the order in which the documents are listed at clause 5.2.1, with pages numbered consecutively and an index at the front.

5.3 Financial Proposal

5.3.1 The Financial Proposal shall be submitted in the form at Form-F, and shall comprise the Bidder’s financial submission in respect of the College, together with the Bid Security uploaded under clause 5.4.3.

5.3.2 The Per-Student Subsidy rate is fixed and published at clause 2.2.6 and in the Bid Data Sheet, and Bidders do not compete on it. The Financial Proposal accordingly comprises the Bidder’s unqualified acceptance of the published rate, the cost breakdown required by Form-F showing how the Bidder will operate the College within it, and the financial model required by clause 5.3.4. A Financial Proposal which qualifies its acceptance of the published rate, or which is conditional in any respect, shall be declared non-responsive.

5.3.3 The Financial Proposal shall be inclusive of all taxes, duties, levies and charges. Where a Bidder makes no provision for a tax, duty, levy or charge, whether deliberately or in error, it shall remain liable for it, and the Procuring Entity shall bear no liability in respect of it.

5.3.4 Each Bidder shall submit with its Financial Proposal an electronic financial model in Microsoft Excel format, unlocked and not password protected, complete with a user guide and a statement of all assumptions. The financial model shall form part of the Agreement as an annexure.

5.4 Bid Security

5.4.1 Each Bidder shall furnish Bid Security in respect of each College for which it submits a Bid, in the amount stated for that College in the Bid Data Sheet. The amount is a fixed sum in Pakistan Rupees for each College and is not a percentage of any Bid. It is set at two per cent of the standard reference figure at clause 9.4.7. Rule 20(1) of the Rules fixes two per cent for works and rule 12(1) permits up to two per cent for goods; the Rules make no provision for bid security in the procurement of consultancy services, and two per cent is adopted as the lower of the rates the Rules prescribe.

5.4.2 Bid Security shall be furnished in the form of a Call Deposit Receipt, Demand Draft, Bank Guarantee, Pay Order or banker’s cheque issued by a scheduled commercial bank operating in Pakistan, in favor of the Procuring Entity. Bid Security in the form of cash, an open cheque or a crossed cheque shall not be accepted.

5.4.3 The Bid Security shall be uploaded, as a scanned copy of the original instrument, in the Financial Proposal package. An affidavit stating that Bid Security in the required amount has been so uploaded, without stating the amount, shall be uploaded in the Technical Proposal package. The original instrument shall be produced to the Procuring Entity within seven (07) days of a written request, and a Bid whose original is not produced on request shall be rejected. This gives effect to rule 12(3) of the Rules in an electronic submission.

5.4.4 Bid Security shall remain valid for twenty-eight (28) days beyond the expiry of the Bid Validity Period, and shall by its terms be extendable on the written demand of the Procuring Entity for any period by which the Bid Validity Period is extended under clause 5.5.2. A Bid Security which does not permit such extension shall be treated as non-compliant.

5.4.5 The Bid Security shall be forfeited where a Bidder withdraws its Bid during the Bid Validity Period, where a Bidder refuses to accept the correction of an arithmetical error under clause 7.4, or where a Successful Bidder fails to execute the Agreement in accordance with clause 8.5.

5.4.6 The Bid Security of an unsuccessful Bidder shall be returned within fourteen (14) days of execution of the Agreement by the Successful Bidder, or within fourteen (14) days of a decision to annul the bidding process, whichever is earlier.

5.5 Bid Validity Period

5.5.1 A Bid shall remain valid for ninety (90) days from the Bids Submission Deadline. A Bid valid for a shorter period shall be rejected as non-responsive.

5.5.2 In exceptional circumstances the Procuring Entity may request Bidders in writing to extend the Bid Validity Period by a further period not exceeding ninety (90) days. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder which accepts shall extend its Bid Security correspondingly and shall not be permitted to modify its Bid.

5.6 Language

5.6.1 This Request for Proposals, every Bid, and all correspondence between the Procuring Entity and a Bidder shall be in the English language. A supporting document in another language shall be accompanied by a translation into English, which shall govern for the purposes of interpretation of the Bid.

5.7 Bid Cost

5.7.1 Each Bidder shall bear all costs associated with the preparation and submission of its Bid and with its participation in the bidding process, including attendance at the pre-bid meeting, due diligence, site visits and the engagement of advisers. The Procuring Entity shall not be liable for any such cost, regardless of the conduct or outcome of the bidding process.

6. BIDS: SUBMISSION

6.1 Format and Signing of Bids

6.1.1 Bids shall be submitted through the Electronic Procurement and Disposal of Assets System (EPADS) only, as provided at clause 2.4.2. No printed, posted, hand-delivered, couriered or emailed Bid shall be received or considered, and no Bidder is required to deliver any physical document in order to submit a Bid.

6.1.2 Each Bidder shall upload its Technical Proposal and its Financial Proposal to EPADS as two separately encrypted packages, in accordance with the encryption and opening schedule of that System and the particulars stated in the Bid Data Sheet. A separate submission shall be made in respect of each College for which the Bidder bids.

6.1.3 Each document forming part of a Bid shall be uploaded in searchable Portable Document Format, and each shall bear the digital signature, or the scanned signature and stamp, of the person authorized by Power of Attorney in the form at Form-C. Where a document is required by this Request for Proposals to be furnished in original, the scanned original shall be uploaded and the original shall be produced within seven (07) days of a written request by the Procuring Entity.

6.1.4 A Bidder is responsible for the completeness and legibility of what it uploads. A document which cannot be opened or read shall be treated as not submitted, and the sub-criterion to which it relates shall score nil under paragraph A.2.1.4 of Annex-2.

6.1.5 Where EPADS is unavailable for a continuous period of more than four (04) hours within the twenty-four (24) hours preceding the Bids Submission Deadline, the Procuring Entity shall extend the Deadline by not less than two (02) working days and shall notify every shortlisted Bidder in writing and on the websites at clause 7.7.2. Unavailability of EPADS is established by the record of the Authority and not by the assertion of a Bidder.

6.1.6 A Bid shall contain no alteration, omission or addition except as necessary to correct an error, and any such correction shall be initialled by the authorized signatory before the document is uploaded.

6.2 Packaging and Labelling on EPADS

6.2.1 The Technical Proposal and the Financial Proposal shall be uploaded as two separate encrypted packages in accordance with the prescribed requirements of EPADS. The Financial Proposal shall not be uploaded into the package designated for the Technical Proposal, and a Bid in which it has been shall be rejected under clause 5.2.2.

6.2.2 Each package shall be labelled on EPADS with the title of the assignment, the name of the College in respect of which the Bid is submitted, and the name of the Bidder or, in the case of a joint venture or consortium, of the Lead Member.

6.3 Bids Submission Deadline

6.3.1 A Bid shall be uploaded to EPADS by the date and time stated in the Bid Data Sheet. A Bid submitted by electronic mail, by post, by courier or by hand shall not be considered.

6.3.2 Where the Bids Submission Deadline falls on a day declared a holiday or a closed day for the Procuring Entity, Bids shall be received and opened on the next working day at the same time.

6.3.3 The Procuring Entity may extend the Bids Submission Deadline at any time before it expires, by written notice to all shortlisted Bidders. On such extension all rights and obligations of the Procuring Entity and of Bidders which were referable to the original deadline shall be referable to the extended deadline.

6.4 Late Bids

6.4.1 EPADS closes at the Bids Submission Deadline. A Bid not completely uploaded by that time cannot be submitted and shall not be considered, for whatever reason the upload was incomplete. The Procuring Entity shall not be responsible for any delay, interruption or failure in a Bidder's own connection, equipment or arrangements.

6.5 Modification and Withdrawal of Bids

6.5.1 A Bidder may modify or withdraw its Bid at any time before the Bids Submission Deadline, by written notice signed by the authorized signatory and delivered in the manner required for a Bid.

6.5.2 A Bid shall not be modified or withdrawn after the Bids Submission Deadline. Withdrawal of a Bid between the Bids Submission Deadline and the expiry of the Bid Validity Period shall result in forfeiture of the Bid Security.

7. BIDS: OPENING AND EVALUATION

7.1 Evaluation Committee

7.1.1 Bids shall be evaluated by an Evaluation Committee constituted by the Procuring Entity in accordance with the Rules. The composition of the Evaluation Committee shall be recorded in the procurement file before the opening of Technical Proposals.

7.1.2 A member of the Evaluation Committee shall not participate directly or indirectly in the preparation or submission of any Bid, and shall not assist any Bidder. Each member shall sign a declaration of no conflict of interest before the opening of Technical Proposals.

7.2 Opening and Preliminary Examination

7.2.1 The Evaluation Committee shall open Bids at the time, on the date and at the venue stated in the Bid Data Sheet, in the presence of such Bidders' representatives as choose to attend. A representative attending shall carry identification and written authorisation from the Bidder, and shall sign the attendance record.

7.2.2 Only the Technical Proposal packages shall be decrypted and opened at that time. The Financial Proposal packages shall remain encrypted on EPADS and shall not be decrypted until the stage at clause 7.4.

7.2.3 At the opening the Evaluation Committee shall announce the name of each Bidder and the College in respect of which each Bid is submitted. Minutes of the opening shall be prepared and signed.

7.2.4 No Bid shall be rejected at the opening except a late Bid.

7.3 Evaluation of Technical Proposals

7.3.1 The Evaluation Committee shall first determine whether each Technical Proposal is substantially responsive, and shall then evaluate the responsive Technical Proposals against the Technical Evaluation Criteria at Annex-2.

7.3.2 A substantially responsive Technical Proposal is one which conforms to all the terms and conditions of this Request for Proposals without material deviation, objection, conditionality or reservation. A deviation, objection, conditionality or reservation is material where it:

(a) affects in any substantial way the scope, quality or performance of the Agreement;

(b) limits in any substantial way, inconsistently with this Request for Proposals, the rights of the Procuring Entity or the obligations of the Successful Bidder; or

(c) could not be rectified without unfairly affecting the competitive position of another Bidder.

7.3.3 Every Bidder shall deliver a technical presentation to the Evaluation Committee, on the date and at the venue notified to it in writing not less than seven (07) days in advance. The presentation shall cover the Bidder's proposed methodology and technical approach, its plan for enrolment, its plan for faculty recruitment and academic management, and its infrastructure and maintenance plan. A separate presentation shall be delivered in respect of each College for which the Bidder has submitted a Bid, and shall be scored separately, because sub-criterion 4.2 of Annex-2 requires the individual proposed as Principal or Administrator for that College to present and paragraph A.2.7.1 forbids the same individual being proposed for more than one College. Presentations in respect of two or more Colleges may be scheduled on the same day. A Bidder which has submitted Bids in respect of more than one College shall state in Form-B the individual who will present for each, and the Procuring Entity shall allow not less than seven (07) days between the notification and the first presentation.

7.3.4 The technical evaluation is dependent upon the presentation. A Bidder which fails to deliver the presentation shall stand technically disqualified, its Bid shall not be evaluated further, and its Financial Proposal shall not be decrypted and its Bid Security shall be released. Failure to deliver the presentation includes non-attendance, attendance by a person who is neither the individual proposed as Principal or Administrator for that College in the Technical Proposal nor a representative authorized in writing by the authorized signatory, and withdrawal before the presentation is completed. Attendance is not excused by the submission of written material.

7.3.5 The presentation carries twenty (20) of the one hundred (100) marks at Annex-2, and is scored under criterion 4 of that Annexure. Each member of the Evaluation Committee shall score the presentation independently on the score sheet at Annex-2, the scores shall be averaged, and each member's score sheet shall be retained on the procurement record and reflected in the Bid Evaluation Report.

7.3.6 The presentation shall be recorded in minutes signed by every member of the Evaluation Committee, stating who attended for the Bidder, the duration, the questions put and the answers given. No mark shall be awarded for any matter not addressed in the presentation or in the Technical Proposal.

7.3.7 A Bidder shall be qualified where its Technical Proposal, including the presentation marks, attains not less than seventy (70) of the one hundred (100) marks available, and scores above nil on criterion 3 of Annex-2. A Bidder which scores nil on criterion 3 shall not be qualified whatever its total, because a Bid which proposes no methodology for the operation of the College cannot be performed.

7.3.8 The qualifying score is the only measure of technical capability applied before award. No limit is placed on the number of Colleges a Bidder may be awarded under clause 3.5.2, so a single Operator may be awarded all five. The qualifying score is fixed at seventy (70), and not lower, for that reason: where concentration is not restrained by a limit, the standard each Operator must reach is what protects the students of all five Colleges. The Evaluation Committee shall record that reason in the Bid Evaluation Report.

7.3.9 The Financial Proposal of a Bidder whose Technical Proposal is rejected, or which does not attain the qualifying score, shall not be decrypted, and its Bid Security shall be released.

7.3.10 The technical score of every Bidder shall be recorded in the Bid Evaluation Report, with the marks awarded against each criterion and the reason for any award below the maximum.

7.4 Opening and Evaluation of Financial Proposals

7.4.1 The Financial Proposals of qualified Bidders shall be opened at the time, on the date and at the venue notified to them, in the presence of such representatives as choose to attend. The qualifying technical scores shall be announced before the Financial Proposals are opened.

7.4.2 An arithmetical error in a Financial Proposal shall be corrected as follows: where there is a discrepancy between an input amount and a total, the input amount shall prevail and the total shall be corrected; and where there is a discrepancy between words and figures, the amount in words shall prevail, unless the discrepancy arises from an arithmetical error, in which case the corrected figure shall prevail.

7.4.3 Where a Bidder does not accept a correction made under clause 7.4.2, its Bid shall be rejected and its Bid Security forfeited.

7.4.4 The Per-Student Subsidy rate and the cost-share ratio being fixed and published, the Financial Proposal is assessed as responsive or non-responsive only and carries no marks. The Best Evaluated Bid in respect of a College is the Responsive Bid with the highest technical score under Annex-2, subject to the qualifying score at clause 7.3.7. No limit applies to the number of Colleges a Bidder may be awarded; see clause 3.5.2. Where two Bids in respect of the same College are equal on technical score, the award goes to the Bid with the higher score on criterion 3, and if still equal, on criterion 5. This clause gives effect to the system of selection at clause 2.4.1, being quality based selection under rule 23(a) of the Rules, the budget being fixed and published and the ranking resting on quality alone.

7.5 Clarification of Bids

7.5.1 The Evaluation Committee may request a Bidder in writing to clarify its Bid. Neither the request nor the response shall alter the substance of the Bid or its price, and no request shall be made which would permit a Bidder to become responsive when it was not.

7.5.2 A request for clarification and the response shall be in writing and shall be recorded in the Bid Evaluation Report.

7.6 Grievance Redressal Mechanism

7.6.1 A Bidder aggrieved by an act or decision of the Procuring Entity may, within the period prescribed under the Act, file a complaint in writing to the head of the Procuring

Entity, being the Secretary, Higher Education, Archives and Libraries Department of the Grievance Redressal Committee notified for the purpose.

7.6.2 The head of the Procuring Entity shall afford the complainant an opportunity of being heard, and shall decide the complaint within the period prescribed under the Act, recording reasons in writing.

7.6.3 A party aggrieved by that decision may file an appeal to the Authority within fifteen (15) days, in accordance with section 35 of the Act. The decision of the Authority on appeal shall be final.

7.6.4 A complaint at the first tier shall be filed within ten (10) days of the act complained of, and shall be disposed of by the head of the Procuring Entity within ten (10) days of receipt. Those periods are adopted so that a complaint is raised and disposed of promptly. They do not shorten the fifteen (15) days allowed by section 35(1)(b) of the Act for an appeal to the Authority, and clause 7.8.2 applies where a complaint or an appeal outlives the standstill period. Where the grievance redressal regulations made by the Authority prescribe a different period, that period governs.

7.7 Bid Evaluation Report

7.7.1 The Evaluation Committee shall record its evaluation in a Bid Evaluation Report, which shall state in respect of each Bid the marks awarded against each criterion, the reasons for rejection where a Bid was rejected, every clarification sought and received, every irregularity waived under clause 8.1.2 and the reasons for the waiver, and the ranking of Bids in respect of each College.

7.7.2 The Bid Evaluation Report shall be published on the websites stated in the Bid Data Sheet and communicated in writing to every Bidder, before the Notification of Award.

7.8 Standstill Period

7.8.1 The Procuring Entity shall observe a standstill period of ten (10) days following publication of the Bid Evaluation Report, during which no Agreement shall be executed. Rule 45 of the Rules requires that the final results of bid evaluation be announced, with justification for acceptance or rejection, at least ten (10) days prior to the award of a contract, and be placed on the website of the Procuring Entity and of the Authority.

7.8.2 The standstill period does not limit the periods allowed by clause 7.6 for a complaint or by section 35 of the Act for an appeal, and expiry of the standstill period does not extinguish either. No Agreement shall be executed, and no right shall accrue to a Successful Bidder, while a complaint or an appeal is pending, whether it was made within the standstill period or afterwards. Where a complaint or an appeal is made, the Procuring Entity shall not execute the Agreement until it has been disposed of and the period for recourse to the next tier has expired without such recourse.

8. AWARD OF CONTRACT

8.1 Right to Accept or Reject

8.1.1 The Procuring Entity may accept any Bid, reject any Bid, annul the bidding process and reject all Bids, or annul the bidding process and commence a new one, in accordance with the Act and the Rules and subject to clause 8.1.3.

8.1.2 The Procuring Entity may waive a minor irregularity, informality or non-conformity which does not constitute a material deviation within the meaning of clause 7.3.2, provided that every waiver is recorded in the Bid Evaluation Report together with the reasons for it, and that no waiver is made which affects price, scope, eligibility or the comparative position of Bidders.

8.1.3 Where the Procuring Entity rejects all Bids or annuls the bidding process, it shall record the reasons in writing and communicate them, on request, to any Bidder which submitted a Bid.

8.2 Approval of Award

8.2.1 The approval of the competent authority shall be obtained after conclusion of the standstill period in light of the provisions of KPPRA Act 2012 and Procurement Rules 2014.

8.3 Notification of Award

8.3.1 Before expiry of the Bid Validity Period, and after conclusion of the standstill period and of any approval required under clause 8.2, the Procuring Entity shall notify the Successful Bidder in writing that its Bid has been accepted in respect of the College named in the notice.

8.3.2 The Notification of Award shall state the College, the Agreement Period, the Per-Student Subsidy applicable, the conditions precedent to be satisfied and the period allowed for satisfying them.

8.3.3 Every unsuccessful Bidder shall be informed in writing at the same time.

8.4 Conditions Precedent

8.4.1 The Successful Bidder shall, within fourteen (14) days of the Notification of Award, satisfy the following conditions precedent:

(a) furnish the performance security required under clause 8.7;

(b) produce evidence of registration with the Khyber Pakhtunkhwa Revenue Authority, where registration was accepted on a provisional basis at the Expression of Interest stage;

(c) execute the Integrity Pact, where not already executed; and

(d) confirm in writing that no circumstance listed at clause 3.3.1 has arisen.

8.4.2 No condition precedent other than those listed at clause 8.4.1 shall be imposed. A condition precedent shall not be used to vary any financial or technical aspect of the Bid.

8.4.3 Where a condition precedent is not satisfied within the period allowed, the Procuring Entity may extend that period once, for a period not exceeding fourteen (14) days, or may proceed under clause 8.6.

8.4.4 Clause 8.4.1 binds the Successful Bidder. The Procuring Entity has obligations of its own which fall to be discharged before a College is handed over, including the re-certification of the district enrolment series under paragraph A.4.5.2B of Annex-4 and the handover of the College itself. Time for the performance of the Operator, the Grace Period under paragraph A.4.4A and the first Measurement Period under Annex-4 each run from the date of handover and not from the date of the Agreement. Where handover is delayed beyond thirty (30) days from the date of the Agreement for a reason not attributable to the Operator, the Operator may by written notice terminate the Agreement without liability and shall be entitled to the return of its Performance Security. The Operator has no claim to the Per-Student Subsidy, and no obligation under Annex-4, in respect of a period before handover.

8.5 Signing of the Agreement

8.5.1 The Successful Bidder shall execute the Agreement within seven (07) days of satisfying the conditions precedent.

8.5.2 Negotiation of the Agreement shall be confined to matters of administrative detail. No negotiation shall amend or vary the scope of the assignment, the evaluation criteria, the Per-Student Subsidy, the Key Performance Indicators, or any other financial or technical aspect on the basis of which Bids were invited and evaluated.

8.6 Failure to Sign

8.6.1 Where a Successful Bidder fails to satisfy the conditions precedent or to execute the Agreement within the periods allowed, the Procuring Entity may annul the Notification of Award, forfeit the Bid Security, and proceed to the next highest ranked Responsive Bid in respect of that College.

8.6.2 Where a Successful Bidder refuses to execute the Agreement, the Procuring Entity may in addition initiate proceedings for blacklisting in accordance with the Act.

8.7 Performance Security

8.7.1 The amount, form and validity of the performance security are stated in the Contract Agreement. The amount is expressed as a fixed sum for each College, and its validity extends beyond the Agreement Period by a period sufficient to cover hand back obligations.

9. MISCELLANEOUS

9.1 Environmental Requirements

9.1.1 The Operator shall comply with all environmental legislation applicable to the operation and maintenance of a College.

9.1.2 The Operator shall maintain the grounds of the College, including the planting and maintenance of not fewer than the number of trees stated in the Terms of Reference, measured by survival at the end of each academic year.

9.2 Gender Integration

9.2.1 The Operator shall implement human resource policies and procedures which provide for equality of opportunity, prevention of discrimination on the ground of sex, and prevention of harassment at the workplace, in accordance with the Protection against Harassment of Women at the Workplace Act, 2010.

9.2.2 The Operator shall establish and publish a code of conduct applicable to all its employees, contractors and subcontractors, providing for safeguarding against harassment and gender-based violence, and shall establish a complaints mechanism accessible to students and staff.

9.2.3 A Bidder's proposals in respect of gender integration and inclusion are evaluated under Annex-2, and the obligations arising from the successful proposal form part of the Agreement.

9.3 Safeguarding and Student Protection

9.3.1 The Operator shall comply with all Applicable Laws relating to the protection of students, including laws relating to the prevention of child abuse, the prohibition of corporal punishment, anti-tobacco measures and the safety of premises.

9.3.2 The Operator shall adopt and publish a policy for the support of students experiencing difficulty, including a referral pathway to qualified professional services, and shall not take disciplinary action against a student in place of such referral.

9.3.3 The Operator shall maintain the buildings, laboratories, electrical installations and fire safety equipment of the College in a safe condition, and shall conduct and record safety inspections at the intervals stated in the Terms of Reference.

9.4 Payments

9.4.1 Payment to the Operator shall be made quarterly in arrears. During the Grace Period the Per-Student Subsidy is payable in full on verified enrolment, no Key Performance Indicator being applied in that period under paragraph A.4.4A.2 of Annex-4. From the first Measurement Period beginning after the expiry of the Grace Period, payment is made against achievement of the Key Performance Indicators at Annex-4, in the manner set out in that annexure and in the Contract Agreement.

9.4.2 Where a Key Performance Indicator can be measured only annually, the quarterly payment referable to it shall be provisional, and shall be reconciled at the end of each academic year. An overpayment shall be recovered by set-off against the next payment falling due.

9.4.3 No deduction shall be made in respect of a payment period falling within the Grace Period. In any later payment period, cumulative deductions shall not exceed the cap stated at paragraph A.4.7 of Annex-4, and the payment for that period shall not fall below the floor there stated.

9.4.4 The Per-Student Subsidy is payable on verified enrolment. Payment in respect of a student who is not verified under Annex-4 as enrolled and in attendance shall be recovered by set-off against the next payment falling due.

9.4.5 A Mobilization Advance shall be made available to every Operator, on identical terms and without discretion, so that each Bidder prices on the same basis.

9.4.6 The Mobilization Advance is fifteen per cent (15%) of the annual Per-Student Subsidy computed at two hundred (200) enrolled students, being fifteen per cent of Pakistan Rupees twelve million (PKR 12,000,000), that is Pakistan Rupees one million eight hundred thousand (PKR 1,800,000) for each College. The same amount applies to every College, irrespective of the enrolment at handover, so that a College which begins from a low or nil enrolment is not deprived of the working capital it most needs.

9.4.7 The figure of two hundred (200) enrolled students, and the sum of Pakistan Rupees twelve million (PKR 12,000,000) derived from it, are a standard reference figure fixed by the Department for the purpose of computing the Mobilization Advance and the thresholds in criterion 6 of Annex-2. They are the same for every College and for every Bidder. They are not a representation of the enrolment recorded at any College at Annex-3, nor a forecast of the enrolment any College will reach, nor a contractual target; the enrolment recorded at Annex-3 is stated there, and the enrolment target is fixed under paragraph A.4.5.2 of Annex-4 as growth against a Baseline. A Bidder shall not rely on the standard reference figure as a statement of fact about any College.

9.4.8 The Mobilization Advance shall be paid within thirty (30) days of execution of the Agreement, and only after the Operator has furnished an unconditional advance payment guarantee, issued by a scheduled commercial bank operating in Pakistan in the form at Form-I, for the full amount of the advance.

9.4.9 The Mobilization Advance shall be recovered over three (03) years in twelve (12) equal quarterly instalments, each of Pakistan Rupees one hundred and fifty thousand (PKR 150,000), or, where the Agreement Period is shorter than three (03) years, in equal quarterly instalments over the Agreement Period, by deduction from the quarterly payment falling due. Recovery begins with the first quarterly payment made after the advance is paid. Recovery is not suspended by a deduction made under Annex-4, by a dispute, or by the Grace Period.

9.4.10 The advance payment guarantee shall remain in force until the advance is recovered in full, and may be reduced from time to time to the amount then outstanding on the written confirmation of the Procuring Entity.

9.4.11 Where the Agreement terminates before the Mobilization Advance has been recovered in full, the balance outstanding becomes immediately due and payable, and may be recovered from the advance payment guarantee, from the performance security, or from any sum otherwise due to the Operator.

9.5 Escrow Account

9.5.1 An escrow mechanism shall be established for seamless financial transactions between the partners or operators and the Government of Khyber Pakhtunkhwa.

9.5.2 The Escrow Account is established on the expiry of the Grace Period, and every payment falling due thereafter is made through it. During the Grace Period payment is made directly by the Procuring Entity under clause 9.4, in full on verified enrolment, no Key Performance Indicator being applied in that period under paragraph A.4.4A.2 of Annex-4. The Escrow Agreement shall be executed, and the first deposit made, not later than fifteen (15) days before the first quarter beginning after the expiry of the Grace Period.

9.5.3 Every payment falling due after the expiry of the Grace Period shall be made through the Escrow Account. The purpose of the Escrow Account is that the funds for a payment period are lodged before the period begins, so that the Operator is not exposed to delay in the release of budget and can price the assignment on that footing. It is not a substitute for the verification required by Annex-4, and it confers no entitlement to any sum not earned under that Annexure.

9.5.4 The Escrow Agent shall be a scheduled commercial bank operating in Pakistan, selected by the Procuring Entity. A separate Escrow Account shall be maintained in respect of each College, so that no sum referable to one College is applied to another.

9.5.5 The Escrow Agreement shall be executed by the Procuring Entity, the Operator and the Escrow Agent within the period at clause 9.5.2. Its form is scheduled to the Contract Agreement and is not open to negotiation as to the release mechanism, the audit rights or the termination sweep.

9.5.6 Not later than fifteen (15) days before the beginning of each quarter after the expiry of the Grace Period, the Procuring Entity shall deposit into the Escrow Account the full Per-Student Subsidy entitlement for that quarter, computed on the verified enrolment at the most recent Census Date.

9.5.7 Within fifteen (15) days of the end of each quarter the M&E Team shall furnish to the Escrow Agent, to the Procuring Entity and to the Operator the computation required by paragraph A.4.6.2 of Annex-4, stating the KPI Score, the Payment Factor and the sum releasable. The Escrow Agent shall release that sum to the Operator within seven (07) days of receipt, without further instruction from the Procuring Entity and without any discretion of its own.

9.5.8 The Escrow Agent shall deduct from each release the quarterly instalment of the Mobilization Advance due under clause 9.4.9 and shall remit it to the Procuring Entity. The balance retained by operation of the Payment Factor shall be returned to the Procuring Entity and shall not be carried forward to a later quarter.

9.5.9 Where a sum is in dispute under paragraph A.4.9 of Annex-4, the undisputed part shall be released to the Operator on the ordinary timetable and the disputed part shall be retained in the Escrow Account until the dispute is determined. A dispute shall not entitle the Procuring Entity to withhold the undisputed part, and shall not entitle the Operator to release of the disputed part.

9.5.10 Interest accruing on the Escrow Account accrues to the Government. Charges of the Escrow Agent are borne by the Procuring Entity. Neither is a charge on the Operator and neither is to be priced in a Bid.

9.5.11 The Procuring Entity, the Operator and the Escrow Agent shall each furnish the SSU with the quarterly statement of the Escrow Account, so that the quarterly audit under Policy paragraph 5.6 extends to the operation of the Account.

9.5.12 On termination or expiry of the Agreement, the Escrow Agent shall release to the Operator every sum already certified as releasable and shall remit the balance, including any sum then outstanding of the Mobilization Advance, to the Procuring Entity within thirty (30) days.

9.5.13 Deposit into the Escrow Account is made in advance of the quarter to which it relates. The Procuring Entity shall obtain the sanction of the Finance Department for that arrangement, and shall settle the route to be followed with the Accountant General, before the first deposit falls due under clause 9.5.6. The Grace Period is available for that purpose, no deposit falling due until it expires.

9.5.14 Clause 2.2.10 is to be read with this clause. The Operator meets the cost of the first quarter from its own resources and from the Mobilization Advance. During the Grace Period payment is made directly under clause 9.4; thereafter the Escrow Account secures the payment which follows rather than accelerating it.

9.6 Assignment and Change of Control

9.6.1 The Operator shall not assign, sublet, transfer, pledge, mortgage or otherwise encumber its rights under the Agreement without the prior written consent of the Procuring Entity.

9.6.2 The Operator shall notify the Procuring Entity in writing within seven (07) days of any change in the persons who control it, of any amalgamation or reconstruction, and of the commencement of any insolvency proceeding in respect of it or of any member of it.

9.6.3 A change of control without prior written consent entitles the Procuring Entity to terminate the Agreement in accordance with the Contract Agreement. Consent shall not be withheld where the person acquiring control satisfies the criteria against which the Operator was declared responsive.

9.6.4 The Procuring Entity shall have the right to step in and to procure the continued operation of a College on the Operator's default, on the terms set out in the Contract Agreement, so that the education of enrolled students is not interrupted.

9.7 Liquidated Damages

9.7.1 Liquidated damages for failure to perform are provided for in the Contract Agreement, which states the trigger for each, the amount payable as a genuine pre-estimate of loss, the cap on cumulative liability, and the relationship between liquidated damages and termination. Nothing in this Request for Proposals imposes a liquidated damages liability except as so provided.

9.8 Severability

9.8.1 Where any provision of this Request for Proposals is held to be void or unenforceable, that provision shall be ineffective to the extent of the invalidity or unenforceability without affecting the remaining provisions, which shall continue in full force.

9.9 Compliance with Laws and Labor Obligations

9.9.1 The Operator shall comply with all Applicable Laws relating to labor, including those concerning employment contracts, minimum wages, workmen's compensation, social security and old-age benefits, and shall indemnify the Procuring Entity against any claim arising from its failure to do so.

9.9.2 The Procuring Entity shall not be a party to any dispute between the Operator and its employees, contractors or subcontractors.

9.10 Confidentiality

9.10.1 A Bidder shall keep confidential all information provided to it by the Procuring Entity in connection with this Request for Proposals, shall use it only for the purpose of preparing its Bid, and shall return or destroy it on request following the conclusion or abandonment of the bidding process.

9.11 Governing Law and Jurisdiction

9.11.1 This Request for Proposals and the Agreement shall be governed by and construed in accordance with the laws of Pakistan. Subject to the grievance mechanism at clause 7.6 and to any dispute resolution provision in the Contract Agreement, the courts at Peshawar shall have jurisdiction.

ANNEX-1 — BID DATA SHEET

The data in this Annexure complement, supplement or amend the Instructions to Bidders. Where this Annexure conflicts with the Instructions to Bidders, this Annexure prevails, unless an addendum issued under clause 4.3 provides otherwise.

ITB clause	Subject	Data
2.2.6	Per-Student Subsidy	PKR 60,000 per enrolled student per academic year, payable at PKR 5,000 per enrolled student per month
2.2.7	Government-to-Operator cost-share ratio	100:0. No operator co-funding is required
2.4.3	Issue Date	The date on which this Request for Proposals is published on EPADS
4.2.1	Address for requests for clarification	Through EPADS, and by email to the address published with this Request for Proposals on EPADS
4.2.1	Last date for requests for clarification	25th September, 17:00 hrs
5.4.1	Bid Security amount per College	PKR 240,000 (Pakistan Rupees two hundred and forty thousand), being two per cent of the standard reference figure at clause 9.4.7. A fixed sum, not a percentage of any Bid
5.4.2	Bid Security payable in favor of	Director SSU, Higher Education, Archives and Libraries Department, Government of Khyber Pakhtunkhwa
5.5.1	Bid Validity Period	Ninety (90) days from the Bids Submission Deadline
5.6.1	Language	English
6.1.1	Submission route	EPADS only. No printed, posted, couriered, hand-delivered or emailed Bid is received
6.1.1	Format of uploaded documents	Searchable PDF, digitally signed or bearing the scanned signature and stamp of the authorized signatory
6.3.1	Route for submission of Bids	EPADS only. No other route is available
6.3.1	Bids Submission Deadline	22nd September, 14:00hrs
7.2.1	Opening of Technical Proposals: date, time, venue	22nd September, 14:30hrs, Higher Education Complex PMU Ranro Garri Chamkani Peshawar
7.3.3	Presentation: date and venue	As per BSD
7.3.7	Qualifying technical score	Seventy (70) of one hundred (100) marks under Annex-2, and a score above nil on criterion 3
7.6.1	Head of the Procuring Entity for a first-tier complaint	Secretary, Higher Education, Archives and Libraries Department, Civil Secretariat, Block A, Khyber Road, Peshawar
7.8.1	Standstill period	Ten (10) days from publication of the Bid Evaluation Report
8.7.1	Performance security	A fixed sum for each College, stated in the Contract Agreement; valid beyond the Agreement Period for a period sufficient to cover hand back obligations
9.4.5	Mobilization Advance	PKR 1,800,000 per College, being 15% of PKR 12,000,000. Recovered in 12 equal quarterly instalments of PKR 150,000 over three years, against a guarantee in the form at Form-I
9.5.1	Escrow mechanism	Established on expiry of the Grace Period. A separate Escrow Account for each College; the quarter's entitlement is deposited not later than 15 days before the quarter begins; the Escrow Agent releases against the M&E Team's computation under A.4.6.2 within 7 days. During the Grace Period payment is made directly under clause 9.4

ITB clause	Subject	Data
3.5.2	Maximum Colleges awardable to one Bidder	No limit. A Bidder may be awarded all five Colleges.
—	Websites for publication	EPADS; the website of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority; and the website of the Higher Education, Archives and Libraries Department (rule 45)

ANNEX-2 — TECHNICAL EVALUATION CRITERIA

A.2.1 Application and standard

A.2.1.1 This Annexure applies to the evaluation of Technical Proposals. It introduces no eligibility requirement. Eligibility was determined at the Expression of Interest stage and is not reopened.

A.2.1.2 Every sub-criterion is scored from a document which the Bidder submits, against a stated threshold. An evaluator exercises no judgement beyond determining whether the threshold is met, except under criteria 3 and 4, where judgement is unavoidable and is contained by the rules at A.2.1.3.

A.2.1.3 Under criteria 3 and 4 each member of the Evaluation Committee shall score independently on the sheet at A.2.9, without conferring, and the scores shall be averaged. Each member shall record in one line the reason for any award below the maximum.

A.2.1.4 Where a Bidder does not submit the document named as evidence for a sub-criterion, that sub-criterion scores nil. No document affecting marks shall be accepted after the opening of Technical Proposals.

A.2.1.5 Marks total one hundred (100). A Bidder qualifies at not less than seventy (70) and only where it scores above nil on criterion 3. The reason the qualifying score is fixed at seventy is recorded at clause 7.3.8.

A.2.1.6 Every sub-criterion is scored by bands. The bands are constructed on the following rules, and any amendment to this Annexure shall preserve them:

(a) Bands are exhaustive. Every possible value of the evidence falls within one band, so that no Bid can be left unscored on a sub-criterion.

(b) Bands are mutually exclusive. Boundaries are expressed as closed intervals, in the form “up to but not including”, so that no value falls in two bands.

(c) Bands rise monotonically. A better value never scores fewer marks.

(d) The lowest band is nil and represents a value below the minimum the Policy contemplates. It is a score of zero on that sub-criterion and is not a disqualification.

(e) Each band is determined from a document named in the table, and not from the evaluator’s impression of the Bidder.

(f) The highest band is set at a level attainable by more than one shortlisted Bidder. A band which no Bidder can reach does not discriminate between Bids; a band which only one can reach operates as a barrier rather than as a criterion, and would be inconsistent with the direction in the Policy that criteria be framed so as to maximize competition.

A.2.1.7 Scoring by published bands gives effect to Rule 39(1) of the Rules, which requires that bids be evaluated in accordance with the evaluation criteria set forth in the bidding documents. Scoring by undefined descriptions such as “strong”, “average” or “weak” does not, and is not used in this Annexure.

A.2.2 Summary of marks

Criterion	Subject	Marks	Scored from
1	General experience	10	Documents
2	Geographical presence	10	Documents
3	Methodology and technical approach	30	Written proposal
4	Presentation on the methodology	20	Presentation
5	Human resource	20	CVs and documents
6	Financial capacity	10	Audited accounts
	TOTAL	100	

A.2.3 Criterion 1 — General experience (10 marks)

Evidence: registration or incorporation certificate, and affiliation letters or audited accounts evidencing continuous operation over the period claimed.

1.1 Years managing educational institutions	Band	Marks
12 years and above	Long established	10
8 years up to but not including 12 years	Established	7
5 years up to but not including 8 years	Entry	4
Fewer than 5 years	Below the Policy minimum	0

A.2.3.1 Five years is the minimum stated in the Policy and is the entry point of the scale, not a qualifying condition additional to those applied at the Expression of Interest stage. Where the Bidder is a joint venture or consortium, the experience of the Lead Member must be more than five (05) years and experience of the consortium members must be more than three (03) years.

A.2.4 Criterion 2 — Geographical presence (10 marks)

Evidence: registration and affiliation documents for each institution, with its address.

2.1 Institutions operated in Khyber Pakhtunkhwa (7 marks)	Band	Marks
Four or more institutions	Extensive presence	7
Two or three institutions	Established presence	5
One institution	Present	3
None	No provincial presence	0

2.2 Presence local to the College bid for (3 marks)	Band	Marks
An institution operated in the district of the College	Same district	3
An institution operated in a district adjoining it, and none in the district of the College	Adjoining district	2
Neither	Not local	0

A.2.4.1 Criterion 2 is scored separately for each College in respect of which a Bid is submitted, because sub-criterion 2.2 depends on the district of that College. Criterion 5 is likewise scored separately, because Key Staff are proposed separately for each College under A.2.7.1. Criterion 1 is a characteristic of the Bidder rather than of a College; it is scored once and the same marks are carried to each of that Bidder's Bids. Criterion 6 is scored once, but against thresholds multiplied by the number of Colleges for which the Bidder has submitted a Bid, in accordance with clause 3.5.7, and the resulting marks are then carried to each of that Bidder's Bids. Financial capacity sufficient for one College is not financial capacity for five, and criterion 6 would otherwise count the same working capital once for every Bid.

A.2.5 Criterion 3 — Methodology and technical approach (30 marks)

A.2.5.1 The Bidder shall submit a methodology of not more than three thousand (3,000) words, addressing each element below in a separately headed part. An element not addressed under its heading scores nil.

A.2.5.2 Each element below lists the components which must be present. A component counts only where it is stated in numbers, dates or named persons; a component described in general terms does not count. The evaluator records which components were found, and the band follows from the count.

3.1 Enrolment plan (8 marks) — components required	Components found	Marks
a) Year-wise numeric enrolment target reaching not fewer than 200 students in Year 1; b) Outreach activities, each with a stated frequency; c) Retention measures, each with a stated trigger; d) The officer responsible, named	All four	8
	Three	6
	Two	4
	One	2
	None	0

3.2 Academic plan (8 marks) — components required	Components found	Marks
a) Curriculum delivery mapped to the affiliating body's scheme of studies; b) Teaching timetable with weekly contact hours stated; c) Internal assessment cycle with dates; d) A stated programme of preparation for the annual examination	All four	8
	Three	6
	Two	4
	One	2
	None	0

3.3 Infrastructure and digitalization plan (6 marks) — components required	Components found	Marks
a) Dated works schedule for the College bid for; b) Laboratory, library and IT provision, itemized; c) Preventive maintenance cycle with intervals stated	All three	6
	Two	4
	One	2
	None	0

3.4 Monitoring and reporting plan (4 marks) — components required	Components found	Marks
a) The record the Bidder will keep for each indicator at Annex-4; b) The officer responsible for each, named	Both	4
	One	2
	Neither	0

3.5 Risk and continuity plan (4 marks) — components required	Components found	Marks
a) Treatment of staff transition and of interruption to teaching; b) Hand back arrangements allowing enrolled students to complete their programmes	Both	4
	One	2
	Neither	0

A.2.6 Criterion 4 — Presentation on the methodology (20 marks)

A.2.6.1 The presentation is delivered to the Evaluation Committee under clause 7.3.3. Attendance is mandatory and failure to deliver it is a technical disqualification under clause 7.3.4.

A.2.6.2 The proposed Principal or Administrator for the College shall present. Where that person does not present, sub-criterion 4.2 scores nil.

4.1 Coverage of the methodology (8 marks)	Elements of criterion 3 addressed	Marks
The presentation addresses elements 3.1 to 3.5	All five	8
	Four	6
	Three	4
	Two	2
	One or none	0

4.2 Command of the proposal (6 marks)	Band	Marks
The proposed Principal or Administrator presents and answers every question on the methodology without recourse to another person	Presented and answered unaided	6
The proposed Principal or Administrator presents but relies on another person for one or more answers	Presented with assistance	3

4.2 Command of the proposal (6 marks)	Band	Marks
The proposed Principal or Administrator does not present	Did not present	0

4.3 Responses to the Committee's questions (6 marks)	Questions not answered from the Bid	Marks
A question is answered from the Bid where the answer is contained in the Technical Proposal or the methodology. A matter raised for the first time in answer does not count as answered	None	6
	One	4
	Two	2
	Three or more	0

A.2.6.3 The Evaluation Committee shall put five (05) questions to every Bidder, recorded in the minutes of the presentation, so that sub-criterion 4.3 is applied on the same basis to each.

A.2.7 Criterion 5 — Human resource (20 marks)

Evidence: one curriculum vitae for each post, with degree certificates and service record. Only one curriculum vitae shall be submitted for each post and no alternative shall be proposed.

5.1 Proposed Principal or Administrator (8 marks)	Band	Marks
MPhil, MS, BS or higher, with 10 years or more in college administration	Highest	8
MPhil, MS, BS or higher with 5 up to but not including 10 years; or master's with 10 years or more in college administration	High	6
Master's/BS with 5 up to but not including 10 years in college administration	Meets the minimum	4

5.2 Subject faculty against the scheme of studies (8 marks)	Required subject posts with a compliant CV	Marks
A curriculum vitae meeting HEC/HED norms and the requirements of the affiliating body for that subject post	100%	8
	85% up to but not including 100%	6
	70% up to but not including 85%	4
	50% up to but not including 70%	2
	Below 50%	0

5.3 Laboratory staff, librarian and examinations officer (4 marks)	Posts named with a CV	Marks
One curriculum vitae for each of the three posts	All three	4
	Two	3
	One	1
	None	0

A.2.7.1 A Bidder shall propose separate Key Staff for each College in respect of which it submits a Bid. The same individual shall not be proposed as Principal or Administrator for more than one College.

A.2.7.2 Only one curriculum vitae shall be submitted for each post. No alternative shall be proposed.

A.2.8 Criterion 6 — Financial capacity (10 marks)

Evidence: audited financial statements for the last three financial years; and for liquidity, a bank statement or a confirmed credit line dated within thirty (30) days of the Bids Submission Deadline.

6.1 Average annual turnover, last three financial years (3 marks)	Band	Marks
PKR 24 million and above	Two years of the assignment or more	3
PKR 12 million up to but not including PKR 24 million	One to two years	2
PKR 6 million up to but not including PKR 12 million	Half a year to one year	1
Below PKR 6 million	Below half a year	0

6.2 Liquidity available to the assignment (7 marks)	Band	Marks
PKR 6.0 million and above	Six months of subsidy or more	7
PKR 3.0 million up to but not including PKR 6.0 million	Three to six months	5
PKR 1.5 million up to but not including PKR 3.0 million	Six weeks to three months	3
Below PKR 1.5 million	Below six weeks	0

A.2.8.1 Both sub-criteria are anchored to the annual Per-Student Subsidy for one College, being PKR 12 million at two hundred students, so that every band represents a stated period of the assignment rather than an arbitrary figure and can be explained on that basis if challenged.

A.2.8.2 Liquidity carries seven of the ten marks and turnover three. The risk against which this criterion protects is that an Operator exhausts its working capital during an academic session and the College fails, which is a risk of liquidity and not of size. A large institution with no working capital ring-fenced for the College can starve it; a smaller operator with six months of the subsidy available cannot. Turnover is retained at a reduced weight as evidence that the Bidder operates at a scale comparable to the assignment, and its highest band is set at two years of the assignment so that it remains attainable by operators of moderate size. This distribution also gives effect to the direction in the Policy that criteria be framed so as to maximize competition.

A.2.9 Score sheet and evaluation record

A.2.9.1 Each member of the Evaluation Committee shall complete the sheet below in respect of each Bid, sign it, and lodge it on the procurement record before the scores are averaged.

Criterion	Subject	Maximum	Marks awarded
1	General experience	10	
2	Geographical presence	10	
3	Methodology and technical approach	30	
4	Presentation on the methodology	20	
5	Human resource	20	
6	Financial capacity	10	
	TOTAL	100	

Name and designation of the member: ______________________________

Signature: ______________ Date: ____________

Name of the Bidder: ______________________________

College: ______________________________

ANNEX-3 — LIST AND DETAILS OF COLLEGES

The five Colleges are those recommended by the committee constituted for the purpose, which met on 12 November 2025. A separate Bid shall be submitted in respect of each College.

S.N	College	District	Region	Building status	Enrolment recorded at 12.11.2025
1	Government Girls Degree College Hassan Khel	Peshawar	Peshawar	Completed; functional in project mode	128
2	Government Degree College Kurram Par	Lakki Marwat	Bannu	Completed; functional in project mode	122
3	Government Degree College Barang	Bajaur	Merged District	Completed; functional in project mode	240
4	Government Girls Degree College Rajoya	Abbottabad	Hazara	Completed; being functionalized from the current session	Enrolment in progress
5	Government Degree College Chagharzai	Buner	Swat	Completed	Enrolment in progress

A.3.1 The following particulars are furnished by the Directorate of Higher Education for each College and are published with this Request for Proposals on EPADS as a schedule to this Annexure: sanctioned capacity; number of classrooms; number and type of laboratories; library accommodation and holdings; availability of water, power, sanitation and boundary wall; land area and ownership record; programmes currently offered; the affiliating university or Board; and the post-wise staff position, distinguishing regular from project-mode appointments. A Bidder prices the assignment on those particulars.

A.3.2 Sanctioned capacity is required because the enrolment target under paragraph A.4.5.2 of Annex-4 is capped by it. Sanctioned capacity is furnished for each College in the schedule to this Annexure published with this Request for Proposals on EPADS. No absolute headcount target applies in any year: paragraph A.4.5.2 provides that enrolment is measured as growth and not against an absolute headcount, and paragraph A.4.4A.2 provides that no Key Performance Indicator is applied during the Grace Period. The figure of two hundred (200) students appears in this Request for Proposals only at sub-criterion 3.1 of Annex-2, as the level a Bidder's own enrolment plan must reach to score the top band at bid stage, and it is not a contractual target.

A.3.3 A Bidder is expected to satisfy itself as to the condition of a College before submitting a Bid. A site visit may be arranged through the address stated in the Bid Data Sheet.

ANNEX-4 — KEY PERFORMANCE INDICATORS AND PAYMENT MECHANISM

A.4.1 Status and purpose

A.4.1.1 The indicators in this Annexure were provided by the Finance Department and endorsed by the Planning and Development Department, in accordance with the Department's noting that selection of operators is to be carried out on the basis of Key Performance Indicators so provided and endorsed.

A.4.1.2 This Annexure states, for every indicator, its definition, the formula by which it is computed, the source of the data, the party which verifies it, the frequency of measurement and its weight. An indicator for which all six are not stated is not capable of enforcement and shall not be applied.

A.4.1.3 Payment to the Operator is determined by this Annexure. Nothing in a Bid, and no representation made during the bidding process, varies it.

A.4.2 Definitions used in this Annexure

A.4.2.1 "Baseline" means the value of an indicator for a College measured at the end of the Grace Period under paragraph A.4.4.4, the handover survey under paragraph A.4.4.

A.4.2.2 "Census Date" means each of the two dates in an academic year, stated in the Agreement, on which enrolment is counted.

A.4.2.3 "Measurement Period" means a quarter for an indicator measured quarterly, and an academic year for an indicator measured annually.

A.4.2.4 "M&E Team" means the monitoring and evaluation team of the Department, acting under the SSU, which verifies achievement of the indicators under paragraph A.4.3.

A.4.2.5 "Achievement" means, for an indicator, the percentage computed by its formula, capped at one hundred per cent (100%) unless this Annexure provides otherwise.

A.4.3 Verification

A.4.3.1 Achievement of every indicator shall be verified by the M&E Team. The Operator shall not verify its own performance, and a return submitted by the Operator has no effect until verified. Verification is carried out from within the Department's existing monitoring and evaluation resources and at no cost to the Project.

A.4.3.2 The Operator shall give the M&E Team access to the College, to its records, to its staff and to its accounts, on reasonable notice and without prior appointment in the case of an inspection under indicator 3.2. Obstruction of the M&E Team scores the affected indicator at nil for the Measurement Period.

A.4.3.3 Enrolment and academic data shall be taken from the Higher Education Management Information System, reconciled by the M&E Team against the Operator's return, against admission records, and against the registration and result returns of the affiliating Board or university. Where HEMIS and the Operator's return differ, HEMIS governs unless the Operator demonstrates an error in it.

A.4.3.4 The M&E Team both verifies achievement and reports to the Department which makes payment. The Operator's right to dispute a determination under paragraph A.4.9, the requirement that every determination be recorded in writing with the computation, and the retention of the underlying HEMIS and Board records, are the safeguards against that overlap and shall not be waived.

A.4.3.5 The SSU shall continue to monitor academic and operational performance and to conduct quarterly audits under the Policy. Verification under this Annexure is for payment purposes and does not displace that oversight.

A.4.4 Handover survey and the Baseline

A.4.4.1 Within thirty (30) days of handover of a College the M&E Team shall carry out a handover survey of that College from Higher Education Management Information System data, supplemented by physical inspection where the System does not hold the item. The handover survey shall record: enrolment by programme and by gender; the result of the most recent annual examination; the condition and functionality of each facility listed at indicator 3.2; the expenditure of the College in the preceding financial year, distinguishing overheads; and the sanctioned capacity of the College.

A.4.4.2 The handover survey records the condition of the College at handover. It is the record against which the Operator's obligations of upkeep and hand back are judged, and it is not the Baseline. No target is set from it.

A.4.4.3 The enrolment Baseline is the verified enrolment at the end of the Grace Period, and not the enrolment at handover. This is so for every College. A percentage increase cannot be computed from a nil Baseline: Government Degree College Chagharzai Buner is recorded as not functional, and Government Girls Degree College Rajoya Abbottabad is being functionalized. Setting the Baseline at the end of the Grace Period gives every College a positive Baseline from which growth is measured and measures each Operator against what it has itself established.

A.4.4.4 The Baseline for every indicator, enrolment included, is the value measured for that College at the end of the Grace Period. Measurement continues throughout the Grace Period under paragraph A.4.4A.4, no indicator being applied in that period, and the value measured for the final Measurement Period of the Grace Period is the Baseline. Targets for each indicator are fixed against that Baseline in accordance with paragraphs A.4.5.3 to A.4.5.3C, and a target shall not be varied thereafter except at the mid-term review under paragraph A.4.10.

A.4.4.5 A baseline determination shall be furnished in writing to the Operator within ten (10) days of its establishment. The Operator may object within fifteen (15) days, and an objection is determined under paragraph A.4.9. Targets are not enforceable against an Operator until the Baseline from which they are derived has been furnished to it. This paragraph applies to the handover survey and to the Baseline alike.

A.4.4A Grace Period

A.4.4A.1 The first academic year of operation of a College following handover is a Grace Period.

A.4.4A.2 No Key Performance Indicator is applied during the Grace Period. No KPI Score is computed for a Measurement Period falling within it, no Payment Factor is derived, and no deduction is made by reference to performance. The Operator is not answerable under this Annexure for the level of enrolment it inherits, for the results of students taught wholly or mainly before handover, or for the condition of the College at handover.

A.4.4A.3 The Per-Student Subsidy is payable in full on verified enrolment throughout the Grace Period. Payment during the Grace Period is made directly by the Procuring Entity under clause 9.4 and not through the Escrow Account, which is established under clause 9.5 on the expiry of the Grace Period.

A.4.4A.4 Verification under paragraph A.4.3 continues throughout the Grace Period. The M&E Team shall measure every indicator at its stated frequency, record the result, and furnish it to the Operator and to the Procuring Entity in the manner required by A.4.6.2. Those measurements establish the Baseline, inform the mid-term review, and are the record against which later performance is judged. They carry no payment consequence. The Operator's substantive obligations under Annex-5 and under the Contract Agreement are in force from the day of handover, and the Grace Period is a relief from the payment mechanism at A.4.7 and from nothing else.

A.4.4A.5 The verified enrolment at the end of the Grace Period is the enrolment Baseline for the remainder of the Agreement Period, and the enrolment target for each subsequent year is that Baseline increased by the growth rate at A.4.5.2.

A.4.4A.6 The first Measurement Period for which a KPI Score is computed, a Payment Factor derived and payment made through the Escrow Account is the first quarter beginning after the expiry of the Grace Period. Recovery of the Mobilization Advance under clause 9.4.9 is not affected by the Grace Period and continues throughout it, subject to the floor at A.4.7.7.

A.4.5 The indicators

A.4.5.1 The indicators, their weights and the basis of their measurement are as follows. Weights total one hundred (100).

Ref	Indicator	Definition and formula	Source	Frequency	Weight
1	ENROLMENT AND RETENTION				20
1.1	Enrolment growth	(Verified enrolment on the Census Date ÷ the enrolment target for the year) × 100, where the target is the Baseline increased by the growth rate at A.4.5.2, subject to the comparator at A.4.5.2A. Not scored during the Grace Period, during which no indicator is applied; see A.4.4A.	HEMIS, reconciled by the M&E Team against the Operator's return and Board registration returns	2 Census Dates; reconciled annually, from Year 2	12
1.2	Retention	(Students enrolled on the Census Date who remain	HEMIS, reconciled by the M&E Team	Quarterly	8

Ref	Indicator	Definition and formula	Source	Frequency	Weight
		enrolled and in attendance at the close of the Measurement Period ÷ students enrolled on the Census Date) × 100. A student who transfers to another institution on the written request of a parent or guardian, or who dies, is excluded from both the numerator and the denominator. Measured from the first Measurement Period after the expiry of the Grace Period.	against the College attendance register		
2	ACADEMIC PERFORMANCE				24
2.1	Examination pass rate	(Students passing the annual examination of the affiliating Board or university ÷ students registered by the College for that examination) × 100.	Official result notification of the affiliating Board or university	Annual	12
2.2	Completion rate	(Students of an entry cohort completing the programme within its normal duration ÷ students in that cohort at first enrolment) × 100.	HEMIS cohort record, verified against Board or university records	Annual, from the first full cohort	6
2.3	Result quality	(Students placed in the highest division, or attaining the grade-point threshold in the Agreement, ÷ students passing) × 100.	Official result notification	Annual	6
3	INFRASTRUCTURE				16
3.1	Works schedule adherence	(Milestones in the agreed works schedule completed on or before their due date ÷ milestones falling due in the period) × 100.	Works schedule in the Agreement; physical verification by the M&E Team	Quarterly	8
3.2	Facility availability	Mean of the scores for: functional science and computer laboratories; library open and stocked to the standard in the Terms of Reference; safe drinking water; back-up power; functional sanitation provided separately for male and female users; and an internet-connected IT facility. Each scores 1 where available and functional on the day of inspection and on not fewer than 90% of teaching days in the period, else 0.	Unannounced M&E Team inspection and the Operator’s facility log	Quarterly	8
4	FINANCIAL SUSTAINABILITY				12

Ref	Indicator	Definition and formula	Source	Frequency	Weight
4.1	Instructional expenditure share	(Expenditure on teaching salaries, laboratory consumables, library stock, student learning materials and other direct student-facing items ÷ total expenditure on the College) × 100, expressed as a percentage of the target. The items comprised in the numerator shall be scheduled in the Agreement and shall not be varied without the written approval of the Procuring Entity.	Audited annual accounts of the College operation, kept separately from the Operator’s other business	Annual	5
4.2	Non-subsidy revenue applied to the College	(Revenue generated from sources permitted under clause 2.2.12 and verified as applied to the College ÷ total expenditure on the College) × 100, expressed as a percentage of the target. Revenue raised but not applied to the College does not count. Where any student of the core programme has been charged a fee, levy or compulsory contribution in the period, this indicator scores nil; see A.4.5.2C.	Audited annual accounts, supported by the separate account required by clause 2.2.12	Annual	4
4.3	Financial reporting compliance	100 where every quarterly financial return and the annual audited accounts were submitted on or before their due dates; 0 where any was more than fifteen (15) days late; pro rata between.	Date of receipt recorded by the Procuring Entity	Quarterly and annual	3
5	STUDENT AND PARENT SATISFACTION				8
5.1	Student satisfaction	Mean score on the standard instrument, as a percentage of the maximum, from a random sample of not fewer than the greater of sixty (60) students and thirty per cent (30%) of enrolment.	Survey administered by the M&E Team, not by the Operator	Annual	5
5.2	Parent and guardian satisfaction	Mean score on the standard instrument, as a percentage of the maximum, from a random sample of not fewer than the greater of forty (40) respondents and twenty per cent (20%) of enrolled students’ parents or guardians.	Survey administered by the M&E Team	Annual	3
6	PERFORMANCE PRESENTATION				20

Ref	Indicator	Definition and formula	Source	Frequency	Weight
6.1	Performance presentation	The Operator's periodic presentation to the SSU on performance against indicators 1 to 5, scored by components under paragraph A.4.5.7 and not by impression. The bid-stage presentation is scored separately under Annex-2 and is not scored again here. Failure to deliver a scheduled presentation scores this indicator at nil for the period.	Component score sheets of the SSU, retained on the file and furnished to the Operator	As fixed in the Agreement, not less than annually	20
	TOTAL				100

A.4.5.2 Enrolment is measured as growth, and not against an absolute headcount. The enrolment target for each year from Year 2 onward is the Baseline established under A.4.4A.5, increased by the annual growth rate fixed in the Agreement. The target shall not exceed the sanctioned capacity of the College as furnished under A.3.1, and shall not be set below the target for the preceding year.

A.4.5.2A The enrolment target for a year shall not exceed the growth in verified enrolment recorded over the same period by government colleges in the district in which the College is situated, where that growth is lower than the rate fixed under A.4.5.2. Where the comparator applies, the target for that year is the Baseline increased by the comparator rate, and the M&E Team shall record the comparator figure and its source in the computation furnished under A.4.6.2. The comparator operates only to reduce a target and never to raise one. Its purpose is that the Operator is answerable for its own performance against comparable institutions and is not charged with a decline in the catchment which it did not cause and cannot remedy. The districts concerned are those recorded for each College at Annex-3, namely Peshawar, Lakki Marwat, Bajaur, Abbottabad and Buner.

A.4.5.2B The Directorate of Higher Education shall establish and certify, for each of the districts of Peshawar, Lakki Marwat, Bajaur, Abbottabad and Buner, being the districts recorded at Annex-3, a verified baseline series of enrolment in government colleges in that district, drawn from HEMIS and reconciled against the returns of the colleges comprised in it. Each certificate shall state the date on which the series was drawn, the colleges comprised in it, the enrolment recorded for each, and the officer certifying it. The certificate for each district shall be issued and furnished to the Operator of the College situated in it, not later than thirty (30) days before the expiry of the Grace Period, so that the Operator knows the comparator before the first year in which indicator 1.1 is applied. It shall be re-issued annually thereafter, not later than thirty (30) days before the beginning of each academic year. This is an obligation of the Department and of the Directorate of Higher Education. Where a certificate is not issued for a district within the period stated, the comparator does not operate for that year and the target is the Baseline increased by the growth rate at A.4.5.2 alone; the omission shall not operate to the disadvantage of the Operator.

A.4.5.2C Where any student of the core programme has been charged a fee, levy or compulsory contribution in a Measurement Period, indicator 4.2 scores nil for that period. The charging of such a student is additionally a breach of the covenant at clause 2.2.11 and is not cured by repayment. Revenue permitted under clause 2.2.12 is scored only to the extent that the audited accounts show it applied to the College, because under a cost-share ratio of one hundred to nil the Government meets the whole per-student cost and derives no benefit from revenue which the Operator raises and retains.

Indicator	Grace Period (Year 1)	Year 2 onward
1.1 Enrolment growth	Not applied; the Baseline is established at the end of the Grace Period	Baseline increased by 10%, capped at sanctioned capacity and at the comparator under A.4.5.2A
1.2 Retention	Not applied; Baseline measured	Baseline + 10% of the gap to 100%
2.1 Examination pass rate	Not applied; Baseline measured	Baseline + 10% of the gap to 100%
2.2 Completion rate	Not applied; not measurable	Baseline + 10% of the gap to 100%, from the first full cohort
2.3 Result quality	Not applied; Baseline measured	Baseline + 10% of the gap to 100%
3.1 Works schedule adherence	Not applied; milestones recorded	100% of milestones falling due
3.2 Facility availability	Not applied; facilities recorded	100% of the listed facilities
4.1 Instructional expenditure share	Not applied; Baseline measured	Baseline + 10% of the gap to 100%
4.2 Non-subsidy revenue applied to the College	Not applied; Baseline measured	Baseline + 10% of the gap to 100%
4.3 Financial reporting compliance	Not applied; returns recorded	100% of returns on time
5.1 / 5.2 Satisfaction	Not applied; Baseline measured	Baseline + 10% of the gap to 100%
6.1 Performance presentation	Not applied; presentation delivered	As fixed in the Contract Agreement

A.4.5.3 Every target is set against the Baseline for that indicator, and the Baseline is the value measured for that College at the end of the Grace Period under paragraphs A.4.4.4 and A.4.4A.5. No target is set by reference to any other College or to any figure outside this Request for Proposals, and no target requires information a Bidder does not have.

A.4.5.3A For every indicator expressed as a percentage, the target for a year is the Baseline increased by ten per cent (10%) of the difference between the Baseline and one hundred per cent (100%), computed as Target = Baseline + 0.10 × (100 − Baseline), and rounded to one decimal place. A College at a Baseline of forty per cent therefore targets forty-six per cent, and a College at eighty per cent targets eighty-two per cent. The rate of improvement demanded is the same for every College and every Operator, and the absolute improvement demanded is proportionate to the distance each College has to travel. In each later year the target is computed afresh from the value achieved in the preceding year, so that a target never falls and never exceeds one hundred per cent.

A.4.5.3B For indicator 1.1 the target is the Baseline increased by ten per cent (10%), subject to the cap at sanctioned capacity and to the comparator at A.4.5.2A. Where an indicator is expressed at one hundred per cent in the table above, the target is one hundred per cent in every year and paragraph A.4.5.3A does not apply to it.

A.4.5.3C The rate of ten per cent (10%) at paragraphs A.4.5.3A and A.4.5.3B is the single rate fixed by the Department for this pilot. It applies to every indicator to which those paragraphs apply and to every College. It shall not be varied for one Operator or for one College during the Agreement Period.

A.4.5.4 The weights in the table at A.4.5.1 are as directed by the Department. Twenty (20) marks are allocated to the technical and performance presentation, and the five indicator groups provided by the Finance Department carry the remaining eighty (80) in the proportions 20, 24, 16, 12 and 8. Any adjustment must leave the total at one hundred.

A.4.5.5 The satisfaction instrument is the same for every College and is administered by the M&E Team and not by the Operator. It comprises the ten statements below. A respondent marks each on a five-point scale: strongly agree (5), agree (4), neither agree nor disagree (3), disagree (2), strongly disagree (1). The score for a College is the mean of all completed responses expressed as a percentage of five. A response in which fewer than eight statements are marked is excluded. The instrument, the responses and the computation are retained on the file and are open to audit.

A.4.5.5A Statements put to students under indicator 5.1: (a) classes are held as timetabled; (b) my teachers are present and prepared; (c) the laboratory and computer facilities are available to me; (d) the library is open and has the books I need; (e) drinking water, electricity and sanitation work; (f) I have not been asked to pay any fee, levy or contribution for my programme; (g) I am told my results and my attendance record; (h) the College is safe; (i) I would recommend this College to others; (j) I intend to complete my programme here.

A.4.5.5B Statements put to parents and guardians under indicator 5.2: (a) the College communicates with me about my child's attendance and results; (b) teaching staff are present; (c) the buildings and facilities are in usable condition; (d) I have not been asked to pay any fee, levy or contribution; (e) my concerns are dealt with when I raise them; (f) transport and timings are workable; (g) the College is safe; (h) my child's learning has improved since the Operator took over; (i) I would recommend this College to other parents; (j) I expect my child to complete the programme here.

A.4.5.5C Statement (f) in each list is a control on the covenant at clause 2.2.11. Where the responses disclose that a student of a Core Academic Programme has been charged, the M&E Team shall investigate and, where the charge is established, paragraph A.4.5.2C applies.

A.4.5.6 This paragraph governs an indicator which cannot be measured at all for a Measurement Period. Paragraph A.4.8.1 governs an indicator which is measured annually but falls to be paid quarterly, and the two do not overlap: an annual indicator is not excluded under this paragraph merely because the annual measurement has not yet been taken, but is carried provisionally under A.4.8.1 and reconciled under

A.4.8.2. An indicator which cannot yet be measured for a College shall be excluded from that Measurement Period and its weight redistributed among the remaining indicators in proportion to their weights. In particular, indicators 2.1, 2.2 and 2.3 are not measurable in respect of a cohort which has not yet sat an annual examination; and indicator 2.2 is not measurable until an entry cohort has had the opportunity to complete. Indicators 1.2, 4.1 and 4.2 are measurable from the first Measurement Period for which accounts or attendance records are due, and are not excluded by reason only that the Baseline for indicator 1.1 has not yet been established.

A.4.5.7 Indicator 6.1 is scored by components and not by impression. At each presentation the Operator shall address each of the five matters below in respect of the Measurement Periods since the last presentation, and the SSU shall record, for each, whether it was addressed with figures, dates or named persons. A matter described in general terms is not addressed. Four (04) marks are earned for each matter addressed, to a maximum of twenty (20): (a) achievement against each indicator in group 1, with the verified figures and the reasons for any shortfall; (b) achievement against each indicator in group 2, with the result notification relied on; (c) the works and facility position against the agreed schedule, with dates; (d) the financial position, including non-subsidy revenue raised and applied and the date of each return submitted; and (e) the corrective action taken on any indicator below target since the last presentation, each action with a named officer and a date. The score sheet shall record the finding on each matter in one line, shall be signed, shall be furnished to the Operator within seven (07) days, and is a determination within the meaning of paragraph A.4.9, so that the Operator may dispute it.

A.4.6 Computation of the KPI Score

A.4.6.1 For each indicator, points earned equal Achievement multiplied by the weight of that indicator and divided by one hundred. The KPI Score for a Measurement Period is the sum of the points earned by every indicator measurable in that period, expressed out of one hundred after any redistribution under A.4.5.6.

A.4.6.2 The KPI Score shall be computed to two decimal places. The computation, showing Achievement and points for every indicator, shall be recorded by the M&E Team and furnished to the Operator and to the Procuring Entity within fifteen (15) days of the end of the Measurement Period.

A.4.7 Payment, deductions, cap and floor

A.4.7.1 The payment due to the Operator for a Measurement Period is the Per-Student Subsidy entitlement for that period multiplied by the Payment Factor derived from the KPI Score.

A.4.7.2 The Payment Factor is derived from the KPI Score as follows.

KPI Score for the period	Payment Factor	Effect
90.00 and above	100%	Full entitlement paid
75.00 to 89.99	90%	Deduction of 10%
60.00 to 74.99	75%	Deduction of 25%

KPI Score for the period	Payment Factor	Effect
50.00 to 59.99	60%	Deduction of 40%
Below 50.00	50%	Deduction of 50%, being the cap; payment at the floor

A.4.7.3 The cap on cumulative deduction in any Measurement Period is fifty per cent (50%) of the entitlement for that period, and the floor below which payment for a Measurement Period shall not fall is fifty per cent (50%) of that entitlement. The floor exists so that a College continues to operate and enrolled students are not prejudiced by a dispute between the parties. It is not a reward for non-performance.

A.4.7.4 Where the KPI Score is below fifty (50) for two consecutive Measurement Periods the Procuring Entity shall issue a written cure notice specifying the indicators concerned and allowing not less than one further Measurement Period in which to remedy. A KPI Score below fifty (50) for three consecutive Measurement Periods is a ground of termination under the Contract Agreement.

A.4.7.5 A deduction operates through the Payment Factor at A.4.7.2 and in no other way. The Payment Factor is applied to the whole of the entitlement for the Measurement Period, and the effect of a shortfall on any one indicator is therefore proportionate to the weight of that indicator in the KPI Score and not to the indicator in isolation. No separate or additional deduction shall be made in respect of an indicator. A deduction is not carried forward: the Payment Factor for a Measurement Period is computed on the KPI Score for that period alone. Recovery of the Mobilization Advance under clause 9.4.9 and recovery of an overpayment under A.4.8.2 are recoveries of sums already paid, are not deductions, and are governed by A.4.7.7.

A.4.7.6 The Payment Factor bands, the cap and the floor at A.4.7.2 and A.4.7.3 are fixed by the Department. Any subsequent amendment must preserve the identity between the cap on deduction and the floor on payment and shall not apply to a Measurement Period which has begun.

A.4.7.7 The floor at A.4.7.3 is a floor on the sum released to the Operator for a Measurement Period after every recovery has been made, and not merely on the sum certified before recovery. Where recovery of the Mobilization Advance under clause 9.4.9, of an overpayment under A.4.8.2, or of both, would reduce the sum released below fifty per cent (50%) of the entitlement for that period, the recovery shall be made only to the extent that the floor is preserved and the balance of the instalment shall be carried to the next Measurement Period. Recovery so carried forward remains due, is added to the instalment for the following period subject to the same limit, and any amount still outstanding at the end of the recovery period becomes payable in a single sum. Where the entitlement for a Measurement Period is nil, no recovery is made in that period. The purpose of the floor is that the College continues to operate and that enrolled students are not prejudiced, and a recovery which defeated it would defeat that purpose.

A.4.8 Quarterly payment and annual reconciliation

A.4.8.1 Payment is made quarterly in arrears. A quarterly payment is provisional to the extent that it is preferable to an indicator measured annually, and the provisional element shall be computed on the Operator's achievement of that indicator in the preceding academic year, or on the Baseline in the first year.

A.4.8.2 Within sixty (60) days of the end of each academic year the M&E Team shall reconcile the provisional payments against the annual measurement. An underpayment shall be paid within thirty (30) days of the reconciliation. An overpayment shall be recovered by set-off against the next payment falling due and, if not so recovered, from the performance security.

A.4.9 Disputes as to measurement

A.4.9.1 The Operator may dispute a determination of the M&E Team by written notice, stating the indicator and the grounds, within fifteen (15) days of receiving the computation under A.4.6.2.

A.4.9.2 The Procuring Entity shall decide a dispute within thirty (30) days, in writing and with reasons, after obtaining the M&E Team's comments and affording the Operator an opportunity to be heard. A dispute not so resolved is determined under the dispute resolution provisions of the Contract Agreement.

A.4.9.3 A dispute does not suspend payment of the undisputed part.

A.4.10 Review of targets

A.4.10.1 The targets fixed under A.4.4.2 shall be reviewed once, at the mid-term review of pilot performance provided for in the Policy. A revision shall be made only on evidence, shall be recorded in writing with reasons, and shall apply prospectively.

A.4.10.2 The indicators, their weights and the formulae in this Annexure shall not be varied during the Agreement Period otherwise than by written agreement of both parties recorded as an amendment to the Agreement.

ANNEX-5 — TERMS OF REFERENCE

A.5.1 Objective

A.5.1.1 To operate and manage the College so that it is fully functional and delivers quality education, by applying private sector expertise and management practice, while the Government retains ownership of the institution and regulatory control over the education delivered in it.

A.5.2 Allocation of responsibility

Public Partner	Operator
Provides the College, its buildings, laboratories, library holdings, furniture and fixtures, in the condition recorded at the baseline	Operates and manages the College for the Agreement Period
Pays the Per-Student Subsidy on verified enrolment	Delivers education services and support services, and meets all expenditure of operation
Retains ownership of land, buildings and all allied facilities	Maintains the premises, infrastructure, laboratories, library holdings, furniture and fixtures at its own cost
Transfers existing staff with their posts to colleges where required	Recruits teaching and non-teaching staff and pays their emoluments
Verifies performance through the M&E Team and the SSU	Keeps records, submits returns, and affords access for verification
Regulates the education delivered, including through the affiliating body	Complies with the affiliating body's requirements and with Applicable Laws

A.5.3 Duties of the Operator

A.5.3.1 Academic management. To implement the scheme of studies of the affiliating university or Board; to deliver the prescribed contact hours; to operate an internal assessment cycle; and to prepare students for the annual examination.

A.5.3.2 Faculty. To recruit qualified faculty against every subject post required by the scheme of studies, meeting Higher Education Commission norms and the requirements of the affiliating body; to maintain them in post; and to provide continuing professional development.

A.5.3.3 Enrolment and retention. To reach and maintain the enrolment targets at Annex-4; to conduct community outreach; and to take measures to reduce dropout.

A.5.3.4 Curriculum and skills. To align course offerings with job market demand within the scheme of studies, and to introduce market-relevant short courses with the approval of the Department.

A.5.3.5 Infrastructure and digitalization. To keep the laboratories, library and IT facilities functional; to provide smart classrooms, an e-library and an internet-connected IT facility; and to operate a preventive maintenance cycle at the intervals stated in the Agreement.

A.5.3.6 Facilities. To provide safe drinking water, back-up power, functional sanitation separately for male and female users, and cleaning and waste management, on every teaching day.

A.5.3.7 Industry linkage. To establish arrangements for internships and job placement, and to report annually on placements achieved.

A.5.3.8 Fees. To charge no fee to a student enrolled in a Core Academic Programme, in any form and under any description.

A.5.3.9 Financial accountability. To keep accounts of the College operation separately from its other business; to submit quarterly financial returns; and to submit audited annual accounts to the Department.

A.5.3.10 Safeguarding. To comply with the Applicable Laws for the protection of students; to publish a code of conduct and a complaints mechanism accessible to students and staff; and to maintain the premises in a safe condition.

A.5.3.11 Records and access. To maintain enrolment, attendance, assessment, facility and financial records; to make returns to the Higher Education Management Information System; and to afford access to the M&E Team, including without prior appointment for inspections under indicator 3.2 of Annex-4.

A.5.3.12 Handback. To hand back the College at the end of the Agreement Period in the condition recorded at the baseline, fair wear and tear excepted, with continuity of education for enrolled students.

A.5.4 Deliverables and reporting

Deliverable	Frequency	To whom
Enrolment return	Each Census Date	M&E Team, through HEMIS
Facility log	Quarterly	M&E Team
Works progress report against the schedule	Quarterly	SSU
Financial return	Quarterly	Procuring Entity
Performance presentation	As fixed in the Agreement, not less than annually	SSU
Audited annual accounts of the College operation	Annual	Procuring Entity
Annual report, including examination results and placements	Annual	Department

A.5.4.1 The intervals for the preventive maintenance cycle, the number of trees to be planted and maintained under clause 9.1.2, the library holdings standard, and the periodicity of the performance presentation are specified in the Contract Agreement. The performance presentation shall in any event be delivered not less than once in each academic year.

ANNEX-6 — AFFIDAVIT

To be executed by every Bidder on non-judicial stamp paper of Pakistan Rupees five hundred (PKR 500) and submitted with the Technical Proposal. In the case of a joint venture or consortium, to be executed by every member.

AFFIDAVIT

I / We, ____, being the owner, director, legal attorney or accredited representative of ____ (the Bidder), of ____, do hereby solemnly affirm and declare as follows.

1. That I have read the Request for Proposals in full, and have understood it.
2. That the Bidder is not barred or blacklisted from participating in any procurement by the Federal Government, a Provincial Government or a local government in Pakistan, or by any authority in any other jurisdiction to which it belongs or in which it conducts its business, and that no such bar subsists as at the Bids Submission Deadline.
3. That the Bidder is not insolvent, is not in liquidation, and is not subject to proceedings for either.
4. That no conflict of interest exists which has not been disclosed in the Conflict of Interest Statement at Form-H.
5. That all financial instruments, statements of fact, data and documents submitted with the Bid are true, genuine and correct.
6. That Bid Security in the amount required by the Bid Data Sheet has been uploaded in the Financial Proposal package on EPADS, and that the original instrument will be produced on written request.
7. That the Bidder undertakes to charge no fee, in any form or under any description, to a student enrolled in a Core Academic Programme of the College.
8. That if any information furnished is found to be false or forged, or if any of the above declarations is found to be untrue, the Bid shall be liable to rejection and the Bid Security to forfeiture, and the Bidder shall be liable to proceedings for blacklisting in accordance with the Khyber Pakhtunkhwa Public Procurement Regulatory Authority Act, 2012, in addition to any other remedy available to the Procuring Entity under that Act.

Dated this ________ day of ____________________, 20____.

DEPONENT	WITNESSES
Signature: ____________________	Witness 1 — Signature: ____________________
Name: ____________________	Name: ____________________ CNIC: ____________________
CNIC: ____________________	Witness 2 — Signature: ____________________
Designation: ____________________	Name: ____________________ CNIC: ____________________

ANNEX-7 — SHORTLISTED BIDDERS

The following Bidders were declared responsive at the Expression of Interest stage by the procurement committee at its meeting of 29 July 2026, and are the only persons eligible to submit a Bid in response to this Request for Proposals.

S.No	Bidder	Status recorded
1	Joint venture of Qafela and Falcon College of Nursing and Health Sciences (Private)	Responsive
2	CECOS University of Information Technology and Emerging Sciences	Responsive
3	Falcon College of Health Sciences	Responsive
4	Joint venture of Peshawar Institute of Medical Sciences and Jaji Healthcare	Responsive
5	Ansi School and College, Mardan	Responsive

A.7.1 The Bidders are identified above as recorded in the minutes of the procurement meeting held on 29 July 2026. The full legal name, registration number and registered address of each are held on the Expression of Interest record, and that record governs in the event of any discrepancy with the description above.

A.7.2 Falcon College of Health Sciences at serial 3 and the Falcon entity within the joint venture at serial 1 are treated as separate legal persons. The one-bidder-one-bid rule at clause 3.4.5 accordingly applies to each of them separately. The registration numbers at A.7.1 are to be placed on the file so that the determination is evidenced. That determination is of legal personality only. Whether the two are under common control within the meaning of clause 3.5.4 is a separate question, is to be determined on the disclosure made in Form-B, and, since no limit is now placed on the number of Colleges a Bidder may be awarded, is the principal protection against concentration in this procurement. It is to be determined before the Bid Evaluation Report is finalized and the determination recorded in it.

A.7.3 A sixth applicant, Takal Welfare Organization, was declared non-responsive at the same meeting. The grounds recorded were the two criteria noted at clause 3.1.4, on which the Department's position is to be settled before this Request for Proposals issues.

FORMS

Forms A to I are to be completed and submitted as required. Form-E and Form-F are placed in the Financial Proposal; Forms A, B, C, D, G and H are placed in the Technical Proposal. Form-I is furnished by the Successful Bidder after the Agreement is executed and before the Mobilization Advance is paid.

FORM-A — BID FORM

On the letterhead of the Bidder.

To: The Secretary, Higher Education, Archives and Libraries Department

Subject: Bid for the operation and management of ______________________________ (name of College)

1. Having examined the Request for Proposals in both volumes, including all annexures and forms, and having satisfied ourselves as to the nature and condition of the College and the local conditions affecting its operation, we offer to operate and manage the College in conformity with the Request for Proposals.

2. We accept without qualification the Per-Student Subsidy of Pakistan Rupees sixty thousand (PKR 60,000) per enrolled student per academic year, and the cost-share ratio of 100:0, as published in the Bid Data Sheet.

3. We undertake to charge no fee to a student enrolled in a Core Academic Programme.

4. We confirm that our Bid complies with the submission requirements, and that no circumstance has arisen since our Expression of Interest which would affect our eligibility.

5. We agree to be bound by this Bid for ninety (90) days from the Bids Submission Deadline, and acknowledge that it is irrevocable during that period.

6. We undertake to deliver the presentation required by clause 7.3.3, and acknowledge that failure to do so results in technical disqualification.

7. We warrant that all information provided in our Bid is true, accurate and not misleading.

8. We understand that the Procuring Entity is not bound to accept any Bid it receives.

Signature: ______________________________ Name: ______________________________

Designation: ______________________________ Date: ____________

For and on behalf of: ______________________________ Seal and stamp:

FORM-B — BASIC INFORMATION OF BIDDER

Item	Particulars
Name of Bidder	
Legal status	
Registration number and authority	
Date of incorporation or registration	
Registered address	
Branch offices in Khyber Pakhtunkhwa	
National Tax Number	
KPRA registration number	
Telephone	
Email	
Colleges bid for	
Every person which controls the Bidder, which the Bidder controls, or which is under common control with the Bidder, whether by shareholding, by common directors or partners, by agreement or otherwise (clause 3.5.4). State "None" if there is none.	
Whether any person listed above has submitted, or intends to submit, a Bid in respect of any College	
Authorized signatory: name and designation	
Contact person: name, designation, mobile, email	

Where the Bidder is a joint venture or consortium, the particulars above are to be furnished for the Lead Member and separately for each other member.

Non-disclosure of common control is a ground for rejection of every Bid submitted by the persons concerned and for forfeiture of Bid Security, at any time before the Agreement is signed.

Signature: ______________________________ Name: ______________________________

Designation: ______________________________ Date: ____________

FORM-C — POWER OF ATTORNEY FOR THE AUTHORISED SIGNATORY

On non-judicial stamp paper of not less than PKR 200, notarised.

Know all persons by these presents that we, _______________________________, having our registered office at _______________________________ (the Bidder), do hereby constitute, appoint and authorise Mr / Ms _______________________________, holder of CNIC No. _______________________________, presently residing at _______________________________, as our true and lawful attorney, to do in our name and on our behalf all such acts and things as are necessary in connection with our Bid in response to the Request for Proposals for the operation and management of government colleges under the Collaborative College Advancement Program, including to sign and submit the Bid and every form and annexure, to participate in the pre-bid meeting and in the presentation, to respond to queries, to furnish information, and to accept a Notification of Award.

We hereby ratify all acts done by our attorney in exercise of this power.

Dated this ________ day of ____________________, 20____.

Signature: _______________________________ Name: _______________________________

Designation: _______________________________ Date: ____________

Accepted by the attorney: _______________________________ Notarised:

FORM-D — POWER OF ATTORNEY FOR THE LEAD MEMBER

To be executed by every member of a joint venture or consortium in favor of the Lead Member, on non-judicial stamp paper of not less than PKR 200, notarised.

Whereas the Procuring Entity has invited Bids for the operation and management of government colleges under the Collaborative College Advancement Program; and whereas the members named below have formed a joint venture or consortium in accordance with clause 3.4 of the Request for Proposals; now therefore we, the members named below, do hereby irrevocably designate, appoint and authorise ______________________________ as the Lead Member, and as our true and lawful attorney, to represent and to bind each of us in all matters connected with the bidding process and with the Agreement, including the signing and submission of the Bid, the delivery of the presentation, the acceptance of a Notification of Award, and the execution of the Agreement.

We confirm that we are jointly and severally liable for the performance of the Agreement, and that we shall not change the composition of the joint venture or consortium without the prior written approval of the Procuring Entity.

Member	Signature, name and designation	Seal
1. (Lead Member)		
2.		
3.		

Witness 1: ______________________________ Witness 2: ______________________________ Notarised:

FORM-E — BID SECURITY

To be issued by a scheduled commercial bank operating in Pakistan and uploaded, as a scanned copy of the original instrument, in the Financial Proposal package on EPADS. The original is to be produced within seven (07) days of a written request.

Guarantee No.: ____________________ Date of issue: ____________________

Amount: ____________________ Date of expiry: ____________________

To: The Secretary, Higher Education, Archives and Libraries Department

1. We, ______________________________ (the Issuing Bank), understand that ______________________________ (the Bidder) is submitting a Bid for the operation and management of ______________________________ (name of College) in response to the Request for Proposals under the Collaborative College Advancement Program.

2. We hereby irrevocably and unconditionally undertake to pay to the Beneficiary, on first written demand and without reference to the Bidder or to any other person, any sum up to a maximum of ______________________________, within one (1) business day of receipt of the demand.

3. This Guarantee comes into force on submission of the Bid and expires on the date of expiry stated above, being not less than twenty-eight (28) days beyond the expiry of the Bid Validity Period.

4. We undertake that, on the written demand of the Beneficiary made before expiry, we shall extend this Guarantee for any period by which the Bid Validity Period is extended under clause 5.5.2 of the Request for Proposals, or failing such extension shall pay the guaranteed amount to the Beneficiary.

5. No amendment, renewal or compromise agreed between the Beneficiary and the Bidder shall affect our liability under this Guarantee, and no notice of any such matter need be given to us.

6. This Guarantee is governed by the laws of Pakistan and the courts at Peshawar shall have jurisdiction.

Authorized signatory of the Issuing Bank: ______________________________ Date: ____________

Note. Clause 4 is required by clause 5.4.4 of the Request for Proposals. A Bid Security which does not permit extension shall be treated as non-compliant.

FORM-F — FINANCIAL BID FORM

To be uploaded in the Financial Proposal package on EPADS together with the Bid Security and the financial model required by clause 5.3.4.

To: The Secretary, Higher Education, Archives and Libraries Department

Bid for the operation and management of _______________________________ (name of College)

1. We accept without qualification the Per-Student Subsidy of Pakistan Rupees sixty thousand (PKR 60,000) per enrolled student per academic year, payable at Pakistan Rupees five thousand (PKR 5,000) per enrolled student per month, and the cost-share ratio of 100:0.

2. We acknowledge that the subsidy is payable on verified enrolment, that it is not a reimbursement of cost incurred, and that it is not adjusted to our actual expenditure.

3. We acknowledge that payment is made quarterly in arrears; that no Key Performance Indicator is applied during the Grace Period, in which the subsidy is payable in full on verified enrolment; and that from the first Measurement Period after the Grace Period payment is linked to achievement of the Key Performance Indicators at Annex-4, so that a deduction of up to fifty per cent (50%) of the entitlement for a Measurement Period may be made in accordance with that annexure.

4. We set out below our cost breakdown for operating the College within the Per-Student Subsidy.

Head of expenditure	Year 1 (PKR)	Percentage of total
Faculty emoluments		
Non-teaching staff emoluments		
Laboratory and library		
Utilities and back-up power		
Repair and maintenance		
Information technology and digitalization		
Administration and overheads		
Other (to be specified)		
TOTAL		100%

5. We acknowledge that the cost breakdown is submitted for information and is not scored, that it does not vary the Per-Student Subsidy, and that a breakdown totalling more than the subsidy does not of itself render this Financial Proposal non-responsive but obliges us to state, in a note to the breakdown, the source from which we will meet the difference.

6. We attach the financial model in Microsoft Excel format, unlocked and not password protected, with a user guide and a statement of all assumptions, and we agree that it shall form part of the Agreement.

7. We confirm that this Financial Proposal is unconditional in every respect.

Signature: ______________________________ Name: ______________________________

Designation: ______________________________ Date: ____________

FORM-G — INTEGRITY PACT

To be completed by the Bidder and, in the case of a joint venture or consortium, by every member.

Contract title: Outsourcing of operation and management of ________________________________ (name of College) under the Collaborative College Advancement Program.

1. ________________________________ (the Bidder) declares that it has not obtained, and will not obtain, any contract, right, interest, privilege or other benefit from the Government of Khyber Pakhtunkhwa, or from any agency or entity owned or controlled by it, through any corrupt business practice.
2. The Bidder represents and warrants that it has fully declared any brokerage, commission or fee paid or payable to any person, and that it has not given, and will not give, to any person within or outside Pakistan, whether directly or through any agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, however described, for the purpose of obtaining or inducing the award of this contract.
3. The Bidder certifies that it has made, and will make, full disclosure of all agreements and arrangements with all persons in respect of or relating to this procurement, and has taken no action to circumvent this declaration.
4. The Bidder accepts full responsibility and strict liability for any false declaration, for any failure to make full disclosure, and for any misrepresentation of fact.
5. The Bidder agrees that any contract, right, interest or benefit obtained in breach of this Pact is voidable at the option of the Government, and that it shall indemnify the Government for any loss so caused and pay compensation equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given.
6. Nothing in this Pact limits any remedy available to the Procuring Entity under the Khyber Pakhtunkhwa Public Procurement Regulatory Authority Act, 2012, including blacklisting.

For and on behalf of the Bidder	For and on behalf of the Procuring Entity
Signature: ______________________	Signature: ______________________
Name: ______________________	Name: ______________________
Designation: ______________________	Designation: ______________________
Date: ______________________	Date: ______________________

FORM-H — CONFLICT OF INTEREST STATEMENT

On the letterhead of the Bidder.

To: The Secretary, Higher Education, Archives and Libraries Department

1. We are not aware of any conflict, or potential conflict, arising from any prior or existing contract or relationship which could materially affect our ability to perform our obligations under the Agreement, other than as disclosed below.
2. In particular, and other than as disclosed below, we have no prior or existing contract, negotiation or relationship with the Procuring Entity, the Department, any member of the Evaluation Committee, the M&E Team, or any of their advisers.
3. We undertake to disclose in writing, without delay, any such conflict arising after the date of this statement and before the end of the Agreement Period.

Person or entity	Date commenced	Nature of the relationship or conflict

Where there is nothing to disclose, write NIL in the first row.

Signature: ______________________________ Name: ______________________________

Designation: ______________________________ Date: ____________

FORM-I — ADVANCE PAYMENT GUARANTEE

To be furnished by the Successful Bidder before the Mobilization Advance is paid. Issued by a scheduled commercial bank operating in Pakistan.

Guarantee No.: ____________________ Date of issue: ____________________

Amount guaranteed: PKR 1,800,000 Expiry: on full recovery of the advance

To: The Secretary, Higher Education, Archives and Libraries Department

1. We, ______________________________ (the Issuing Bank), understand that ______________________________ (the Operator) has entered into an Agreement with the Beneficiary for the operation and management of ______________________________ (name of College), and that a Mobilization Advance of Pakistan Rupees one million eight hundred thousand (PKR 1,800,000) is to be paid to the Operator under clause 9.4 of the Request for Proposals.

2. We hereby irrevocably and unconditionally undertake to pay to the Beneficiary, on first written demand and without reference to the Operator or to any other person, any sum up to the amount then outstanding of the Mobilization Advance, within one (1) business day of receipt of the demand.

3. This Guarantee comes into force on payment of the Mobilization Advance and remains in force until the advance has been recovered in full. It may be reduced from time to time to the amount then outstanding, on the written confirmation of the Beneficiary and not otherwise.

4. No deduction made under Annex-4, no dispute between the Beneficiary and the Operator, and no amendment of the Agreement shall affect our liability under this Guarantee, and no notice of any such matter need be given to us.

5. This Guarantee is governed by the laws of Pakistan and the courts at Peshawar shall have jurisdiction.

Authorized signatory of the Issuing Bank: ______________________________ Date: ____________