

PAKISTAN BROADCASTING CORPORATION

Request for Proposals (RFP) Document for Offering of Space on Revenue Sharing Basis



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INTRODUCTION:

Pakistan Broadcasting Corporation (PBC) is seeking proposals from schools, colleges and universities for the purpose of forming a joint venture on space sharing at Plot No. 37, PBA Premises Sector H-9, Islamabad. The joint venture aims to offer more than 25 Kanal Land on revenue sharing basis to colleges, universities and other educational institutions to promote science, art and culture, utilizing the property of PBC currently under the use of Pakistan Broadcasting Foundation (PBF), a Guarantee Limited Company incorporated under section 43 of the Companies Ordinance 1984.

1. SCOPE OF WORK:

PBF is seeking proposals from colleges, universities and other educational institutions for the following:

- a) Sharing of more than 25Kanal land comprising school infrastructure and PBC hostel located in PBA premises H-9, Islamabad. However, PBA academy building, ISA hostel, and an exy are not the part of space sharing project in principle. The project is being established to promote education of science and technology, art and culture in addition to upgrade the standard and education quality of currently operational secondary school and PBF international college. This shall also serve the existing teaching staff retain as same and their capacity building through domestic and international trainings as and when required basis such as teaching skills development, teacher role and responsibilities, teaching approach and methodology, education workshops, subject specialist programs, and hand on experience of practicals, etc. The current student will remain the part of space sharing project and they shall be allowed to continue their studies with same amount of fee which they have already been paying and only 10% annual fee can be increased by the new management. . Finally, the campus will be offered on “as is where is” basis.
- b) Joint utilization of facilities and space resources to provide education and skill development trainings in alignment with PBC's objectives.
- c) The proposed initiative may take some time to obtain acceptable revenue so the participating parties/bidder will have to pay a base amount not less than 10 million per month up to one year on the assumption that the percentage share from student fee will at least at break even or more of base amount on the completion of one year. If even after one year from the signing date of agreement, the revenue on the base percentage share from the tuition fee of each student then there will be 10% increase in the base/guaranty amount level and this pattern will continue onward till it reaches the base amount agreed upon along with increase. In case at the completion of two years the percentage share of PBF/PBC not met the projected base amount at that time than the private partner will be bound to fix the percentage share by increasing share of PBF to the level that it must met the base amount. Once the percentage share of PBF is fix then it will continue on the same way till completion of JV agreement with private partner.
- d) The proposed joint venture will be initially for the period of 10 years which may extend for further 5 years or period agreed upon by the both parties on mutual written consent.

2. PROPOSAL REQUIREMENTS & EIGIBILITY:

Proposal must include the following information:

- a)** The bidding party must be a chartered university or in the process of becoming one, or a reputable educational chain registered with relevant national and international authorities. The bidder will be responsible awarding Degrees, Diplomas and Certificates for their proposed initiatives/education scheme to students.
- b)** Description of the college, university or institution including its history, mission, and vision
- c)** Description of the academic programs that will be offered by the institution to the public
- d)** Evidence of relevant experience and expertise in education and training
- e)** Must possess at least 20 years' experience of provision of services with public & private sector organizations in different fields.
- f)** The bidder's experience in security matters will be an added advantage, and their ability to manage PBC's security concerns will be given due consideration.
- g)** The bidder who is able to provide health services to PBC employees and pensioners at low rates with deferred payment options will be given due consideration.
- h)** For substantiating net worth, the bidder must provide copies of the last two years' audit reports signed by a certified chartered accountant.
- i)** For substantiating turnover, the bidder must provide Financial Reports of last two years duly verified by the relevant bank.
- j)** The bidder must provide an account maintenance certificate that has been duly verified by the relevant bank.
- k)** The bidder organization that has international educationalists with rich experience in education on its panel will be preferred.
- l)** The bidder organization must have a strong and dynamic leadership capable of driving the project forward and shaping the vision of academic success while considering the challenging dimensions of the multi-faceted education sector.
- m)** The bidder organization must provide an undertaking on a stamp paper of Rs. 100 stating that it has not been blacklisted by any relevant regulatory agency for violating any laws of the land.
- n)** The bidder organization must have the financial capacity to support the proposed project.
- o)** The bidder organization must have a net worth of at least PKR 500 million or an annual turnover of not less than PKR 1 billion for the past two (2) years.

- p) The bidder organization with international educationists on its panel will be preferred for providing training to school staff to enhance teaching skills and help bring the school at par with well-reputed institutes.
 - q) The bidder will retain existing staff and will not increase the fee for current students by more than 10% per annum.
 - r) The joint venture will be in effect for an initial period of 10 years and may be subsequently extended for further periods subject to mutual written consent.
 - s) Business plan outlining the proposed joint venture based on a per-student revenue sharing to PBF in a manner that it must meet the purposed base amount mention in clause 1 above in the completion of one year from the signing date of JV agreement.
 - t) Proposed timeline for implementation and completion of the joint venture
 - u) Detailed budget and financial projections, including any sources of funding or support and PBF's revenue sharing projection on each semester
 - v) The successful bidder will not be allowed for any sort of construction in the campus/site unless allowed by PBF/PBC competent authority. The owner/PBF will not bear any cost for construction, repair & maintenance and utilities etc. The newly constructed structure will become property of PBC at no cost to PBC at the end of JV period.
 - w) The bidder organization must have NTN & GST number.
 - x) Must be registered with relevant authorities
- y) DG PBC reserves the right to accept or cancel the tender prior to the agreement in accordance with PPRA Rule 33. Furthermore, PBC may modify the terms of the eligibility criteria in negotiation with the potential bidder.

3. EVALUATION CRITERIA:

3.1. EVALUATION OF THE PROPOSALS

After expiry of the date for submission of the Proposals, the evaluation process will begin. The bids shall be evaluated using 'Quality and Cost Based Selection' method of PPRA whereby the bidder securing the highest weighted marks as per the prescribed Technical and Financial Criteria shall be declared as successful bidder provided the proposal found responsive. The other bidders shall follow accordingly. Technical Proposal marks shall be given 50% weightage and Financial Proposal marks shall be given 50% weightage. The bidder needs to secure at least 70% marks in the technical Proposal to be considered as an eligible bidder for the opening of its financial Proposal. Accordingly, the date for opening of Financial Proposals shall be communicated to the eligible bidders and the Financial Proposals of the non-eligible bidders shall be returned unopened.

3.2. FINANCIAL CRITERIA

The bidder quoting the maximum financial package according to understanding of evaluation committee for the proposed JV shall be given the, maximum marks (100) and other bidders shall follow in accordance with the following formula:

Financial marks (FM) for a particular bidder = $(100 / \text{financial quote for a particular bidder}) \times \text{highest financial quote}$

As aforesaid, the successful bidder shall be the one securing the maximum weighted average marks as below:

3.3. TOTAL MARKS/SCORE OBTAINED

Weighted average marks = $50\% \times \text{Technical Proposal marks (TM)} + 50\% \times \text{financial marks (FM)}$

4. RESPONSIVENESS CONDITIONS

The bidder's proposal shall be considered responsive only if it meets all of the following conditions and wherever possible they will be supported by the adequate documentary evidence:

- i. All members of the consortium must be artificial / juridical (ajp) persons (a registered firm, a company registered with Securities & Exchange Commission of Pakistan as well as registered in some capacity with any government agency other than registered only for the purposes of paying taxes);
- ii. All members of the consortium must be on the Active Taxpayer List of the relevant Tax Authority;
- iii. It must have at least 5 years relevant hands-on experience of working on at least 10 contracts/ agreements of any nature with any public sector department , transactions that shows that agreement actually been executed with public sector must be provided along with signed agreement copies.
- iv. It must be of international repute and have adequate technical, financial and legal expertise to complete the Assignment within prescribed time-limits.
- v. It must not have been black-listed by any government body or public agency & possesses requisite clearance to undertake the assignment as may be required. This needs to be provided on the affidavit.
- vi. Relevance and quality of the college, university or institution's history, mission, and vision
- vii. Evidence of lawful charter required to execute the business & relevant experience and expertise of its BOD OR BOG members in education and training.
- viii. Quality and feasibility of the business plan, including the joint venture structure and revenue sharing percentage that must at least match or more the criterion defined in this document
- ix. Clarity and completeness of the budget and financial projections
- x. Base amount offered not less than base/guaranty mention at clause 1 above & any other additional benefit to PBF/PBC.
- xi. There must be at least two or more members from PBC/PBF on their respective top decision making forums

- xi. The proposal should include Full details of proposed business for utilizing the asset/space and details of proposed preparatory works in the asset for the proposed business.

5. SUBMISSION REQUIREMENTS:

The tendering timetable is as follows:-

TENDER SUBMISSION DEADLINE 02:00 PM 04-03 2023 and will be open on the same day at 2:30 PM

The Proposal/Tender Statement must be submitted in sealed envelopes and should be dropped off BY HAND or by post on the following addresses.

Muhammad Imran, Deputy Controller (MF)

Room No.414, 4th floor, PBC, HQrs, G-5, Islamabad

Phone: 051-9204959, Mobile: 0300-6050403

- a) The Proposal/Tender Statements once submitted and accepted by the PBF/PBC cannot be renegotiated unless it favors PBF or PBC (owner). The Proposals will be assumed to have been submitted with the potential proposer having full knowledge of the property, its condition, and any statutory requirements. It is recommended that independent professional advice be sought before offers are submitted.
- b) The Bidder must accept that if they fail to sign a contract agreement/ Deed offered by the PBF/PBC within 2 (two) weeks of the date on which the PBC/PBF accepts the offer, then the acceptance shall be treated as withdrawn unless otherwise agreed by the owner (PBC) in writing & the bid security will be forfeited.
- c) All offers and subsequent necessary negotiations shall be subject to the contract. The acceptance of any offer will be subject to the approval of the appropriate authority.
- d) If the PBF/owner (PBC) accepts an offer the successful Bidder may be required to sign a JV agreement within 2 weeks.
- e) The PBF on behalf of PBC (owner) may in exceptional circumstances at its own absolute discretion extend the closing date and time specified for the receipt of tenders.
- f) PBC is not bound to accept the highest bid or any bid received after the stipulated time. However the bidder can increase the revenue share of PBF/PBC prior to opening of financial bid but not allowed to decrease the bid amount.
- g) The bids will be evaluated based on the proposed revenue share & base amount, use and, or practices, funding and also on the capability of the Bidder to deliver within a reasonable time frame and sustain the business in line with the desired aspirations of the PBF/ Landlord/ owner. The bid evaluation committee will have sole discretion to decide most advantageous bid in favor of PBF/PBC. Page 5 of 31

- h) The participating bidder will have to provide an affidavit on stamp paper that his/her firm/company has read the bid documents carefully and has no objection on any of its clause and the participating bidder/party shall have no right to proceed to any court of law or any other forum.
- i) The bidder shall give comprehensive explanation of its experience of undertaking PPP /JV agreements/ assignments with other organizations preferably with govt, semi govt and autonomous organizations; the nature of the work performed and the propositions which turned into the success stories. The bidder shall submit testimonials of the work performed in terms of this clause including but not limited to completion certificate, satisfactory performance report, and relevant contractual documents etc.
- j) The bidder shall showcase its team of experts capable purposed undertaking and completing the Assignment as per its TORs/ Scope of the Assignment and shall briefly mention their roles, responsibilities and qualifications. The bidder should also attach resumes of its team members along with an undertaking that they shall be part of participating bidder's team for the Assignment, with the letter of intent signed with cell number.

PART 1 I

6. WORK PLAN AND METHODOLOGY

The bidder shall present its indicative work plan for the Assignment. In addition, the technical proposal should, at minimum, contain the following information:

- a) Bidder's and its non-lead associates' complete profile and other relevant information;
- b) Demonstration of bidder's capability and relevant experience, including a number of clients and similar assignments undertaken, supported by the evidence, to effectively undertake the Assignment in accordance with the TORs/ Scope of the Assignment;
- c) Complete description of the work-methodology to undertake each task specified in the TORs/ Scope of the Assignment;
- d) Time-lines for undertaking the activities/ tasks envisaged under the Assignment;
- e) Qualification and experience of the full time personnel proposed to be deployed for the Assignment
- f) The bidder shall not communicate to any person other than Mr. Muhammad Aqil Khan CEO(PBF).
- g) The bidder will provide financial and company information as and when requested.
- h) The bidder will provide advance security of 03 months offered base amount but not less than base amount stated above in clause 1 in the name of in the form of CDR, when selected as successful most advantageous bidder.
- i) Consideration will be given to prospective applicants who will be able to provide surety for:
The fast turnaround of their proposal to become fully operational. The proposed works/investment in the campus/space and make ready for the proposed business.

PART III

CERTIFICATE OF CONFIRMATION OF NON-COLLUSION NOTES FOR THE BIDDER

The essence of open tendering is that the PBF/PBC, legitimate owner of the identified building offering space only for ensuring quality education/training purpose on revenue sharing bases, shall receive competitive bids/tenders from all participating bidders. In recognition of this principle, all bidders submitting a bid/tender will be required, by way of the signature of the bidder, to state their agreement to the statements below, which indicates that the bid/tender has been submitted without any form of collusion. The Certificate of Confirmation of Non-Collusion is a mandatory requirement from all bidders. Any bids submitted which do not include a signed copy of the Certificate will be entirely rejected and will not be included in the evaluation process. If it is later found that the undertakings made below have been breached at any stage of the process, the bidder will be expelled from the process immediately. In the event that this is discovered after a contract award, legal action may be taken against the bidder and/or any party involved in the matter. False submissions may also exclude the bidder, and any other person or company involved in collusion, from bidding for future contracts.

FORMAT FOR CERTIFICATE OF CONFIRMATION OF NON-COLUSION

I/We certify that this is a bona fide bidder, intending to be competitive and that I/We have not fixed or adjusted the amount of the bid/tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement information with any other person. I/We confirm that we have not received any additional information contained within the tender document, or supplementary information provided to all bidders.

I also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:

- i. communicating to a person other than the tender administrator the amount or approximate amount of my/our proposed bid/Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance) or
- ii. Entering into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any bid/Tender to be submitted; or
- iii. Offering or agreeing to pay or give or paying any sum of money, inducement, gift /hospitality or valuable consideration directly or indirectly to any person in relation to this tender.

Signed

(1) _____ Status _____

(2) _____ Status _____

for and on behalf

of _____

Date _____

PART IV

TERMS & CONDITIONS FOR OFFERING ASSET ON JV WITH THE OWNER/PBF

- a) The bidder shall be required to secure all necessary permissions and consent for any works and use of the space/asset from the concerned govt. organizations & regulatory bodies.
- b) All Statutory Regulations: bidder shall comply with all regulations pertaining to works of his business in the asset.
- c) Term of JV on revenue sharing for optimum utilization of asset will be for a period of 10 years, subject to break and renewal options, as shall be agreed.
- d) The asset will be offered on JV on consideration of annual base amount to pay on monthly basis as described earlier up till the fee sharing from each semester reaches the base amount with the condition as stated at clause 1 above. It is on the base of assumption that the PBF's percentage share from student fee will at least at break even or more of base amount on the completion of one year. If even after one year from the signing date of agreement, the revenue on the base percentage share from the tuition fee of each student then there will be 10% increase in the base/guaranty amount level and this pattern will continue onward till it reaches the base amount agreed upon along with increase. In case at the completion of two years the percentage share of PBF/PBC not met the projected base amount at that time than the private partner will be bound to fix the percentage share by increasing share of PBF to the level that it must met the base amount. Once the percentage share of PBF is fixed then it will continue on the same way till completion of JV agreement

with private partner. In calculating/ fixing the PBF's share the PBF will be sole agent while partner will have no right raise objections on it.

- e) The property shall be used for the agreed use and ancillary use only; and for other purposes as shall be approved by the owner (PBC) and as permissible by Law.
- f) Four (04) months ease period will be given to the successful bidder/private partner. In ease period the partner will pay an acceptable amount per month as shall be proposed/ offered and agreed. Reserved Rent is set at PKR5 Million month.
- g) Maintenance/Repairs will be the responsibility of the successful bidder/private partner; PBF/PBC will not pay any cost/expenditure including applicable taxes and all kind of utilities.
- h) Additions: Successful bidder/contractor will not be allowed for any alterations/ additions in the asset at latter stage without prior written consent of the Land owner (PBC).
- i) Insurance: If any required, insurance shall be the responsibility of the successful bidder.
- j) The successful bidder shall Indemnify Landlord / owner of all costs, claims, losses, demands and charges pertaining to any preparatory works and use of the property.
- k) Alienation: The successful bidder shall not assign, underlet, share or part with possession of the property either in whole or part without the
- l) prior written consent of the PBF /land owner (PBC). No subletting shall be permissible for any of the land premises,
- m) The successful bidder will not be allowed to construct permanent structure (bricks/blocks or concrete) in the space. Only temporary structures (metal) are allowed subject to the consent of owner with no cost to PBC, but the structure will be property of PBC at the end of JV period.
- m) In case the partner construct the permanent structure in violation of the agreement, the structure shall become the property of owner (PBC) at the end of JV agreement with no cost to the owner (PBC).
- n) All the fixed installations / immoveable items shall be property of PBC while leaving / expiry of JV agreement.
- o) Moveable items can be taken away by the written permission of owner/PBC/PBF.
- p) While handing over the possession to PBF/PBC after expiry of the agreement, all items shall be in same good / working condition otherwise replacement cost / repair cost will be deducted from security deposit of the private partner.
- q) Successful Bidder/contractor shall nominate a person with address and phone number of office, mobile and residence, and email address authorized to negotiate and sign the rent agreement on behalf of successful bidder, company / firm / person etc. The nominated person should have the authority to decide any variation that may be agreed during negotiation.
- r) If you have any query or you intend to peruse the terms & conditions of the agreement, please contact Mr.Muhammad Aqil Khan Telephone #0342-5585484 Email#pbcpcb2000@gmail.com
- s) Director General PBC/ Vice chairman PBF BoD will be the final authority and have the right to accept or reject all bids or proposals at any time prior to the acceptance of a bid or proposal as a whole as per PPRA rule 33.

t) Private party will Design, operate and Finance the Project from its own resources through prescribed debt and equity sources, on the land/space to be provided by PBF/PBC. Land/ property owner will not be responsible for any loan/Debt taken by the

m) Private partner (if any) from any Bank or financial institution. The partner will have no right to extend the agreement after completion of partnership agreement period, it will be at PBF's discretion to continue or discontinue the agreement with the partner being sole authorized property owner (being as subsidiary organization of PBC meant for revenue generation) on behalf of PBC on the identified property.

2. NON.UTILIZATION CHARGES:

If the bidder fails to complete the project for operation within the ease period mentioned above or within the extended period as allowed by the PBC/PBF Authority, the bidder shall be liable to pay a non - utilization charge of Rs.120 million per month as delay penalty for a grace period of 60 days or/and before the notice for cancellation/ termination of agreement and resumption of campus/site/property as stipulated in the agreement.

3. Cost of Bidding:

Bidders are advised to visit the sites at their own cost prior to the submission of bids. The bidder will bear all costs associated with the preparation and submission of its bid, and the PBF/PBC will in no case be responsible or liable for those costs.

4. CONTENTS OF BIDDING DOCUMENTS:

Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

- a)** The name and mailing address of the bidder should be clearly marked on left hand of the envelope.
- b)** The bid proposal should be in the English language. PBF/PBC reserves the right for not qualifying any firm in case of non-compliance of any requirement.
- c)** The bidders must respond to all questions and provide complete information as advised in this document. Lack of essential information may result in disqualification. However, the PBC may at its own discretion entertain any request for consideration of any missing documents or additional documents.

5. PREPARATION OF BIDS:

- a.** Bids should be prepared considering Single Stage-Two Envelope procedure as per Rule 36(b) of PPRA Rules 2004.
- b.** The bid shall comprise a single sealed package containing two separate sealed envelopes. Each envelope shall contain separately the Technical Proposal and Financial Proposal.
- c.** The envelopes shall be sealed and marked as "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL" in bold and legible letters to avoid confusion.

- d. Initially, only the envelope marked "TECHNICAL PROPOSAL" for business shall be opened. The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of PBF/PBC without being opened.
- e. The PBF/PBC shall evaluate the technical proposal on the basis of its ease and suitability for conducting business with private partner.
- f. During the technical evaluation, no amendments in the technical proposal shall be permitted.
- g. The financial proposals of bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance.
- h. After the evaluation and approval of the technical proposal, the owner of property, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically nonresponsive shall be returned un-opened to the respective bidders.
- i. The bid found to be the most advantageous bid shall be accepted.
- j. The bidders must submit one original and one copy of both technical and financial bids which must be separately sealed and signed by the authorized representative(s) of bidder. The technical and financial proposals must be submitted along with the softcopy of bid.

6. AMENDMENT OF BIDDING DOCUMENTS:

- a) At any time prior to the deadline for submission of bids, the PBF/PBC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents. Later amendments on the same subject modify or replace earlier ones and place the same at PBC & PBF website. It is there for mandatory for the participating bidders to check the aforesaid websites prior to submitting the bid, particularly for those bidders who down load the document from respective web address.
- b) Amendments will also be provided to the bidders who purchased bidding document from in the form of Addenda to the Bidding Documents, which will be sent in writing to all prospective Bidders via email & the bidders will make amendments as part of their technical as well as financial proposal as per PPRA Rule 2004 clause 23 sub clause (3). Addenda will be binding for all participating Bidders. Bidders are required to immediately acknowledge receipt of any such Addenda. It will be assumed that the Bidder in its bid will have taken the amendments contained in such Addenda into account.
- c) In order to offer prospective Bidders reasonable time in which to consider the amendment in preparing their bids, the PBC may, at its discretion, extend the deadline for the submission of bids consistent with provision of Rule PPRA-2004Clause #27.

7. BID PRICES:

- a) All bids will be quoted in Pak Rupee or US Dollar. Bids in any other currency will be converted into equal PKR. The price quoted would be inclusive of all taxes levied by the local Authority/ Provincial Government/ Federal Government or any other

agency at the time of submission of bids. The bids shall be priced in Pak Rupees and all payments shall be made in the same currency through Bank Draft in favor of CEO PBF.

b) Bidders must quote offer on monthly basis which will start from the date of signing of JV agreement and the premises will be handed over to the successful bidder/partner on the day agreement is signed.

8. Bid SECURITY.

The participating bidder shall be required to submit "Security Deposit" amounting to PKR 50 million in the form of CDR. if the participating bidder has any receivable amount against PBC it will be adjusted accordingly with the permission of DG PBC.

9. VALIDITY OF BIDS

Bid shall remain valid for a period of 180 days from the date of tender opening.

10. PAYMENT TO PBF/PBC

The partner/ successful bidder will submit postdated cheques of agreed payable amount for 3 months in advance at the time of signing JV agreement. In case of non-clearance / bounce of cheque of any month, the agreement will be considered as suspended on the same day and possession of the premises will be taken over by the PBF/PBC without serving any legal notice. The JV agreement will remain suspended till the clearance of outstanding dues and settlement of dispute. Moreover, 2% surcharge / compensation fee compounded on monthly basis will be charged on all the outstanding amounts during suspension period or the period, during which payment is delayed due to any reason, whatsoever unless the delay of payment is justified and approved by Vice chairman PBF/ DG PBC well before submitting/presenting postdated cheque in the Bank.

11. DEADLINES FOR SUBMISSION OF BIDS:

- a) Bids must be received at the address specified in Bid Data Sheet not later than the time and date specified in the Bid Data Sheet.
- b) PBC may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Company and the bidders previously subject to the original deadline will then be subject to the new deadline.

12. LATE BID:

Any Bid received after the deadline will be returned unopened to the Bidder, however DG PBC may allow the bidder to participate but prior to opening of technical proposal

13. Bids Opening:

The PBF will open all bids, in public, in the presence of Bidders' representatives who choose to attend, at the time, on the date and at the place specified in the Bid Data Sheet

& published in tender notice. Bidders' representatives will sign an attendance sheet as proof of their attendance.

Bids can be submitted in the office of Muhammad Imran Deputy Controller (MF) Room no.414, 4th floor PBC HQR's Islamabad, personally or by registered post (but not through fax) on or before 04-03-2023 at 2 PM and will be opened on same day at 2.30 pm. The bid security must be submitted along with technical proposal in shape of CDR/ pay order in favor of Chief Executive Officer (CEO) PBF (being a subsidiary organization of PBC) Islamabad, issued by a scheduled Bank.

14. CORRECTION OF ERRORS:

The constituted tender opening committee will check bids for any arithmetic errors, which are determined to be substantially responsive. The PBC/PBF on the following basis will rectify arithmetical errors according to their understanding. The total benefit to PBF/PBC will be declared as most advantageous bidder because it is revenue earning avenue. The committee will have the discretion for stating that which offer is most advantageous one for JV agreement. If there is a discrepancy between the amounts in figures and in words, the amount in words will prevail. The amount stated in the Bid will be adjusted by the PBC, in accordance with the above stated procedure for the correction of errors and, with the concurrence of the Bidder, will be considered as binding upon the Bidder. The price/prices not mentioned against the space will be calculated according to agreed price per unit. If the Bidder does not accept the corrected amount in the light of above stated procedure, the Bid will be rejected, and the Bid Security will be forfeited.

15. DEFULAT BY PRIVATE JV PARTENER

On constitute of event of default/ Insolvent contractor, by any reason the contractor, JV, company person will be blacklisted from PBC and his / her name will be circulated in all Govt. Departments. If at any stage it is found that the contractor is black listed from any Government agency, the JV agreement will be stand cancelled.

16. DISCLAIMER:

This Request for Proposal (RFP) is not a commitment by PBC/ PBF to enter into a joint venture. PBC/PBF reserves the right to accept or reject any or all proposals, to negotiate with any respondent, or to cancel this RFP in whole or in part. PBF is not responsible for any costs incurred by respondents in the preparation and submission of their proposals.

By submitting a proposal, respondents acknowledge and agree to the terms and conditions outlined in this RFP.

Deputy Controller(MF),

Pakistan Broadcasting Corporation,

Room #414, 4th floor, PBC HQRs, Constitution Avenue, Islamabad. Phone:
051-9204959

SECTION V

DRAFT JV AGREEMENT

(JUST AN IMAGE IT WILL BE DRAFTED AFTER CONCLUSION OF BIDDS)

THIS AGREEMENT, (hereinafter together with the recitals and the annexes attached hereto called the, "Agreement") is made on the day of..... 2023, between PBF, on the behalf of PBC through the Vice chairman PBF/DG PBC HQRs constitution Avenue G-5 Islamabad which expression shall mean and include its successors, administrators and legal representatives, and

, (hereinafter called the "Private partner", which expression shall mean and include its successors, administrators and legal representatives, and together with PBF/PBC hereinafter called the "Parties").

WHEREAS

- (a)** PBF intends to hire the services of a qualified private partner through JV agreement to carry out the Services
- (b)** The private JV partner(name & address), represents and covenants to the PBF that they have the required professional skills, personnel and technical resources, and have agreed to provide, on the terms set out in this Agreement together with the Terms of Reference, which will also form an integral part and parcel of this Agreement, services which are essential in respect of the Services in terms of this Agreement, and which the private partner (name & address) claims and take responsibility on the base of their core team.

1 .GENERAL PROVISIONS

1.1. DEFINITIONS

Unless the context otherwise requires, the following terms, wherever used in this Agreement, shall have the following meanings:

- (a) "Agreement" means this Agreement between the PBF on behalf of PBC and the M/SPrivate partner;
- (b) "Applicable Law" means the laws of Islamic Republic of Pakistan;
- (c) "Private partner" is defined in the Preamble;
- (d) " Fee" means the total amount to be paid as specified & agreed upon by both the parties attached in Annex-B.

- (e) "Effective Date" means the date on which this Agreement is signed between the Parties;
"End Date" means the _____, unless agreed in writing by the Parties;
- (g) "PBF" is defined in the preamble;
- (h) "Party" means the PBF or the private partner, as the case may be, and the PBF and the Private partner shall collectively mean the "Parties";
- (i) "Personnel" mean persons hired/employed by the private partner.
- (j) "Project" means delivery and performance of assignments and the activities identified in the attached TORs, to the satisfaction of PBF;
- (I) "Services" means the work to be performed by the Private partner as and when required, pursuant to the RFP, Terms of Reference appended as Annex-A (final agreed TORs) to this Agreement and this Agreement for the purpose of the Assignment, or any other service mutually agreed upon by the Parties from time to time in writing during the Agreement;
- (m)"Starting Date" means the date referred to in Clause e above;

1.2. RELATION BETWEEN THE PARTIES

- (a) The Private partner shall act as the JV partner of PBF for all Services; shall manage, and be responsible for the work carried out by partner should be lawful and must be within the ambit of this agreement. The Private partner shall be responsible for any un-lawful act of his employee; PBF shall not be responsible for any such act as well as commitment of Private partner in this task or any other deal beyond the ambit of this agreement. Private partner; shall have complete charge of all Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf under this Agreement.
- (b) The Private partner In any case shall not assign this Agreement or its rights or obligations under this Agreement to any other party, without the prior written consent of PBF.

1.3. LAW GOVERNING AGREEMENT

This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law. The private partner undertakes to comply with the Applicable Law during the performance of the Services till completion of JV agreement.

1.4. HEADINGS

The headings shall not limit, alter or affect the meaning of this Agreement.

1.5. NOTICES

1.5.1. Any notice, request or consent required or permitted to be given or made pursuant to this Agreement shall be in writing and shall be deemed to have been given or made when delivered in person to any authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, or E-mail to such Party at the following address:

For the private partner.....:

For PBF.....:

1.5.2. Notice will be deemed to be effective as follows:

In case of personal delivery or registered mail, on delivery; and in the case of emails, four (4) hours following confirmed transmission, only if confirmation is during business hours otherwise notice will be deemed effective as of the next working day, disregarding weekends and national holidays in the country to which the email is transmitted. Email notices shall not require confirmation by hard copies.

1.5.3. A Party may change its address for notice under this Agreement by giving the other Party notice pursuant to this Clause.

1.6. AUTHORIZED REPRESENTATIVES

Any action required and permitted to be taken, and any document required or permitted to be executed under this Agreement, may be taken or executed:

(a) On behalf of PBF, through the CEO PBF Mr. Pakistan Broadcasting Foundation (PBF) PBC HQRs constitution Avenue G-5 Islamabad ; and

(b) On behalf of the private partner, by _____

2. COMMENCEMENT, COMPLETION, SUSPENSION, MODIFICATION AND TERMINATION OF AGREEMENT

2.1. EFFECTIVENESS OF AGREEMENT

This Agreement shall come into force from the date of signing.

2.2. COMMENCEMENT OF SERVICES

The private partner shall commence / carrying out the Services not later than 7 (seven) days ("Starting Date") after the Effective Date, or on any other date the Parties agree in writing. The Services shall be performed and completed by the private partner one day before the End Date or as mutually agreed in writing by the Parties.

2.3. EXPIRY OF AGREEMENT

Subject to satisfactory completion of the Service this Agreement shall expire at the end of 10 (Ten) years from the Effective Date, unless terminated pursuant to Clause 2.7 below.

2.4. ENTIRE AGREEMENT

This Agreement constitutes the final expression, exclusive, entire agreement and understanding between the Parties in relation to the JV Services agreed upon and contains all covenants, stipulations and provisions agreed by the Parties as at the date hereof. The Terms of Reference shall also form an integral part of this Agreement. This Agreement together with the Terms of Reference shall override and supersede all previous or concurrent communications or documents or agreements exchanged on the subject matter of the Agreement and the private partner shall not for any or all purposes place reliance on any other document/agreement except this Agreement.

2.5. MODIFICATION

Modification of the terms of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Each Party shall give due consideration, and not unreasonably delay or withhold a considered response to any proposals for modification made by the other Party will be done as:

Amendments

- i)** All additions, amendments and variations to this agreement shall be binding only if made in writing and signed by the Parties or by their duly authorized representatives.
- ii)** All notices and other communications hereunder shall be given in writing and shall be delivered personally or mailed by registered mail or sent by courier service to the respective parties at their respective addresses.
- iii)** Subject to the foregoing Clauses, this agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns. Any term, condition, stipulation, provision, covenant or undertaking in this agreement which is illegal, void, prohibited or unenforceable shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions hereof, and any such illegality, voidness, prohibition or unenforceability shall not invalidate or render illegal, void or unenforceable any other term, condition, stipulation, provision, covenant or undertaking herein contained. This agreement is executed / signed by the duly authorized representative(s) ("representative(s)") of the respective Parties and such representative(s) assure and guarantee that in accordance with the respective Parties' internal policies, constitutional documents, board resolutions, delegation of authority, relevant law and other ancillary documents they are duly authorized by the respective Parties to execute this agreement on their behalf.
- iv)** If at any time it transpires otherwise, then such representative(s) misrepresenting knowingly or unknowingly shall fully indemnify the other affected Parties and shall be personally liable to criminal and civil legal recourse available to other Parties.

2.6. SUSPENSION OF SERVICES

PBF/PBC may, by written notice of suspension to the private partner, suspend the Services under this Agreement for a cumulative period not exceeding 90 (ninety) days.

2.7. TERMINATION

Both parties have a right to terminate this agreement by giving notice for three months.

2.7.1. TERMINATION BY PBF.

2.7.2. The PBF may terminate this Agreement if the private partner :

- (a)** is in breach of its obligations under this Agreement and has not remedied the same within thirty (30) days (or such longer period as the PBF may have

subsequently approved in writing) of being called to do so by the PBF/PBC;
OR

- (b) becomes insolvent or bankrupt or enters into any arrangements with its creditors for relief of debt or takes advantage of any Applicable Law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary; OR
- (c) Is unable as a result of force majeure to perform Services for a continuous period of thirty (90) days unless services are suspended under 2.6.

2.7.3. TERMINATION BY THE PRIVATE PARTNER.

In the event the Services are not completed by the private partner, due to no fault on part of the private partner. Private partner shall have the right to terminate this Agreement after expiry of twelve (12) months from the Start Date with a notice of 120 days prior to end of his activities at site and will give possession to PBF at the notified date. In case the possession is not given the private partner will pay the amount due in respect of PBF's share.

2.7.4. CESSATION OF RIGHTS AND OBLIGATIONS

On termination of this Agreement pursuant to any part of Clause 2.7, or upon expiry of this Agreement pursuant to Clause 2.3 above, all rights and obligations of the Parties shall cease, except:

- (i) rights and obligations that have accrued as of the date of termination or expiration,
- (ii) any right which a Party may have under the Applicable Law
- (iii) the indemnification obligations in Clauses 3.4 and 3.5 hereof.

2.7.5. CESSATION OF SERVICES

On termination of this Agreement pursuant to Clause 2.7, the private partner shall, immediately on receipt/issue of notice to that effect, take all necessary steps to bring the Services to a close within ninety (90) days of the receipt/issue of the notice in an orderly manner. Upon cessation of Services hereunder, the private partner shall hand over the property to PBF/PBC in good condition.

3. OBLIGATIONS OF THE PRIVATE PARTNER

3.1.1. SCOPE OF THE ASSIGNMENT

The private partner shall perform the Services in accordance with the terms and conditions of this Agreement.

3.1.3. STANDARD OF PERFORMANCE

The private partner shall perform the Services and carry out their obligations under this Agreement with all reasonable due diligence, efficiency and economy, in accordance with generally accepted techniques and practices and shall observe sound management practices. The private partner shall be under a duty of care and always act, in respect of any matter relating to this Agreement or to the Services

and shall at all times support and safeguard PBF's legitimate and proper interests in any dealings with Subcontractors, Personnel or Third Parties. The private partner shall use its best efforts to ensure that any Subcontractors (minor services like canteen, photo copier, stationary supplier, etc) and Personnel shall be skilled, experienced and competent in their respective trades and professions and that their work shall conform with the standards applicable to the private partner.

3.2. CONFLICT OF INTERESTS

3.2.1. PRIVATE PARTNER NOT TO BENEFIT FROM COMMISSIONS OR DISCOUNTS

The private partner, as consideration for its work under this Agreement or the Services, will only be entitled to carried out payments from PBF/PBC as per Clause 6 hereunder, and neither the private partner nor any person (natural or legal) associated with it shall accept for its benefit or otherwise any remuneration/consideration in the forms including but not limited to trade commission, discount, gifts, payments in kind or financial inducements whatsoever or similar payment in connection with activities pursuant to this Agreement or to the Services or the discharge of its obligations under this Agreement, No director, employee, agent or any other tier of representative(s) of any Party shall give to or receive from any director, employee, agent or any other tier of representative(s) of other Party any commission, fee, rebate, or any gift or entertainment of significant cost or value in connection with the negotiation, settlement, finalization or performance of this agreement or enter into any business arrangement with any director, employee or agent of any Party, without prior written notification thereof to other Parties.

In case of disregard and/or violation either party shall promptly notify the other party of any violation and/or any consideration received as a result of such violation.

3.2.2. PROHIBITION OF CONFLICTING ACTIVITIES

- i) Subject to clause 3.3 below, during the subsistence of this Agreement, neither the Private partner nor its Subcontractors nor the Personnel of either of them shall engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Agreement.

3.3. CONFIDENTIALITY

The Private partner shall not, during the term of this Agreement, disclose any proprietary or confidential information relating to the Project, the Services, this Agreement, or the PBF business or operations (other than for the purposes of the Services) without the prior written consent of the PBF, unless such disclosure is required by Applicable Law or regulation or such information is required for research purposes or has entered the public domain other than by a breach of this Agreement, or was already in public domain, or was already lawfully in the possession of the Private partner at the time of such disclosure to them.

3.4. INDEMNIFICATION OF THE PBF/PBC BY THE PRIVATE PARTNER.

The Private partner shall indemnify and hold harmless PBF/PBC against all losses, claims, damages or liabilities to which PBF become liable only to the extent, that such losses, claims, damages or liabilities arise out of any act or omission by the Private partner relating to the Services, provided that the Private partner shall not be liable for indirect or consequential losses or damages.

3.5. INDEMNIFICATION OF THE PRIVATE PARTNER BY THE PBF.

The PBF shall indemnify the Private partner and hold it harmless against all losses, claims, damages or liabilities to which Private partner may become liable only to the extent that such losses, claims, damages or liabilities arise out of any act or omission of PBF relating to this Agreement and the information to be provided to the Private partner in terms of this Agreement, provided that PBF shall not be liable for indirect or consequential losses or damages.

3.6. PRIVATE PARTNER ADVISOR'S ACTIONS REQUIRED BY PBF

The Private partner shall obtain PBF's prior approval in writing before:

- (i) Entering into a subcontract for the performance of any part of the Services.
- (ii) Termination of a subcontract for the non-performance of any part of the Services.

Provided that approval accorded by PBF hereunder shall not relieve the Transaction Advisor of their obligations under this Agreement.

3.7. ACCOUNTING, INSPECTION AND AUDITING

The Private partner shall keep accurate and systematic accounts and records regarding the Services, which records a duly authorized representative of the PBF shall be entitled to inspect and make copies thereof,(on demand of Govt and Govt agencies) as and when required during the pendency of this Agreement and for the one year from the expiry or termination of this Agreement, provided that the modalities of conducting such audit/inspection are agreed in advance with the Private partner.

4. PRIVATE PARTNER PERSONNEL HIRING

4.1. General

The Private partner shall employ and provide qualified and experienced Personnel to carry out the Services. PBF and the Private partner or have agreed that the following senior Personnel shall form the core team:

The Project Team Leader, Mr. /Ms. _____ , shall be on first call to the PBF throughout the period of the Project, subject only to personal holidays and personal emergencies, when Mr. /Ms. _____ shall be available in his/her place. At least two or more personals will be the part of top decision making forums essentially required to make the JV beneficial and rewarding for both partners. It may be Vice chairman PBF BoD /DG PBC and CEO PBF and any other person nominated by PBF/PBC.

4.2. APPROVAL OF PERSONNEL

All Personnel hiring of the Private partner that may be employed during the course of the project/Services may be subject to clearances from security agencies. The Private partner is bound to inform in written about hiring of a person for the task to PBF.

5. OBLIGATIONS OF PBF.

The PBF/PBC shall use its best efforts, where such efforts are specifically requested stating the reasons for PBF/PBC's assistance, to ensure that PBF/PBC issues to its officials, agents and representatives all such instructions as may be specified by the private partner for the task as being necessary or appropriate for the prompt and effective implementation of the services.

6. PAYMENTS TO THE PBF.

The partner/ successful bidder will submit postdated cheques of agreed payable amount for 12 months in advance at the time of signing JV agreement. In case of non-clearance / bounce of cheque of any month, the agreement will be considered as suspended on the same day and possession of the premises will be taken over by the PBF/PBC without serving any legal notice. The JV agreement will remain suspended till the clearance of outstanding dues and settlement of dispute. Moreover, 2% surcharge/compensation fee compounded on monthly basis will be charged on all the outstanding amounts during suspension period or the period, during which payment is delayed due to any reason, whatsoever unless the delay of payment is justified and approved by Vice chairman PBF/ DG PBC well before submitting/presenting postdated cheque in the Bank.

Once the per student tuition fee based share reaches to an equilibrium of agreed base amount with all applicable increases then onward payment will be made on each semester basis till the completion of agreed JV period as described in the RFP.

The private partner shall share the bank statement as and when required to PBF. The private partner will share the Bank account statement as and when required by PBF/PBC

7. FAIRNESS AND GOOD FAITH

7.1. GOOD FAITH

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

7.2. OPERATION OF THE AGREEMENT

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties agree that it is their intention that this Agreement shall operate fairly between them, and without detriment to the interest of either of them and that if, during the term of this Agreement, either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 8 below.

8. SETTLEMENT OF DISPUTES

8.1. ARBITRATION

The Parties agree that in the event of any dispute between them arising out of this Agreement or any matter related thereto or connected herewith, they shall endeavor to settle the same in an amicable manner. Should they fail to arrive at an amicable settlement, they shall refer the matter to arbitration at Islamabad in accordance with the Arbitration Act, 1940, or any amendment or enactment hereof. Arbitration as aforesaid shall be condition precedent to any other action under law. The payment will continue as previous and it will be stop in any case due to litigation or any other dispute if any.

8.2. COURTS HAVING JURISDICTION

The Parties agree that the Courts at Islamabad shall have jurisdiction with respect to any litigation arising out of this Agreement.

9. ADDITIONAL COVENANTS

9.1. PUBLICITY

The partner shall ensure that any publicity, press releases, advertisements and publications and public statements concerning the proposed JV project imitative essentially required but with no cost to PBF/PBC.

9.2. WAIVERS

Time shall be of the essence of the Agreement. No failure or delay of either Party hereto in exercising any right or remedy hereunder shall operate as a waiver thereof nor will any single or partial exercise of any right or remedy preclude any other or further exercise of any right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

9.3. SEVERABILITY

Each of the provisions of this Agreement is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

9.4. ORIGINALS

This Agreement is being executed in two originals, one each to be retained by the Transaction Advisor and PBF/PBC.

IN WITNESS OF WHICH the Parties have caused this Agreement to be signed as of the day and year first above written.

FOR AND ON BEHALF OF PBC: through the CEO PBF MR.....Pakistan
Broadcasting Foundation (PBF) PBC HQRs constitution Avenue G-5 Islamabad
FOR AND ON BEHALF OF THE TRANSACTION ADVISOR:

Authorized Representative

Witnesses:

(WILL BE FURNISHED AFTER
FINALIZATION OF TOR)

(TECHNICAL EVALUATION CRITERIA)

1. Experience				
Sr. No.	Description	Category Marks	Total obtained Marks	Documents Required
1.1 (a)	Experience of participating bidder for imparting quality education in Pakistan & abroad	10 (Max)		Copies of registration with concerned organizations in Pakistan essentially required for awarding degrees, certificates etc.
1.2 (a)	Experience of working with government / semi government / autonomous bodies, if equal or more than 10 organizations in any discipline	15 (Max)	-	Copies of contracts or work orders required
1.2 (b)	If more than 7 but less than or equal to 10	4	-	
1.2(c)	If more than 5 but less than or equal to 7	3		
1.3 (a)	List of public sector current clients for supply of services if greater or equal to 10	10 (Max)		List of clients on signed and stamped company letter head is required
1.3 (b)	If greater or equal to 6 but less than or equal to 10	6		
Sub Total		35		
2. Financial Capability				
Sr. No.	Description	Category Marks	Total Obtained Marks	Documents Required
2.1 (a)	Participating bidder/ Firm's annual turnover, if equal greater than 1 billion for last two years and moveable and immoveable assets equal or more than 5 billion	25 (Max)		For substantiating net worth the copy of audit report of last two years dully signed and stamped by certified chartered accountant firm shall be required. And also, provide last year tax returns of participating bidder.
2.1 (b)	If equal greater than 800 million but less than or equal to 1 billion	12		
2.1 (c)	If equal or greater than 600 million but less than 800 million	10		
Sub Total		25		

3. Operational Capability				
Sr. No.	Description	Category Marks	Total Obtained Marks	Documents Required
3.1(a)	Degree of Professionals educationalist involved / have post experience the core team of the bidder required to successfully execute the proposed project	20 (Max)		Detailed CV's of professional staff are required (the marks will be calculated on base of core team professional expertise)
	Sub Total	20		
4. Value added services				
4.1(a)	Any additional service offered over and above the requirements stated in the bid documents i.e., PBC employees kids quota in the school and in the new offered schemes of studies	10 (Max)		Will be evaluated by BEC from the technical proposal submitted by participating bidder
4.2(b)	Share/seats of PBC in decision making bodies/forums	7 (Max)		Will be evaluated by BEC from the technical proposal submitted by participating bidder
4.3 (c)	Job quota for PBC employee's family member/likewise	3 (Max)		
	Sub Total	20		
Total marks of technical selection criteria				100