

**GOVERNMENT OF PAKISTAN
MINISTRY OF HOUSING & WORKS
FEDERAL GOVERNMENT EMPLOYEES HOUSING AUTHORITY
ISLAMABAD**

REQUEST FOR PROPOSALS

**ESTABLISHMENT AND OPERATION OF A STATE-OF-THE-ART EDUCATIONAL
INSTITUTE
ON A GROSS REVENUE-SHARING
IN SECTOR 25-B, SCHEME 33, KARACHI
(DESIGN, FINANCE, BUILD, OPERATE, MAINTAIN AND TRANSFER MODE)**

October 2026

**Procurement Method: Single Stage - Two Envelope Procedure
through EPADS v1.0 <https://eprocure.gov.pk/>**

IMPORTANT NOTICE

A bidder shall participate solely as a single legal entity in its own name and for its own account. Consortiums, joint ventures and associations of entities are not eligible to participate.

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BIDDING DATA SHEET

Item	Requirement
RFP title	Establishment and Operation of a State-of-the-Art Educational Institute on a Gross Revenue-Sharing Basis in Sector 25-B, Scheme 33, Karachi.
RFP number	RFP/C/KHI/_____
Procuring agency	Federal Government Employees Housing Authority (FGEHA)
Project mode	Design, Finance, Build, Operate, Maintain and Transfer on gross revenue-sharing basis
Project site	Approximately 1,361 square yards in Sector 25-B, Scheme 33, Karachi
Procurement procedure	Single Stage - Two Envelope Procedure under Rule 36(b) of the Public Procurement Rules, 2004, as amended
Pre-bid meeting	26th October at 01:00 PM
Clarification deadline	
Proposal submission deadline	06th November, 2026 at 12:00 PM
Technical proposal opening	06th November, 2026 at 12:30 PM
Bid validity	120 days from the proposal submission deadline
Bid Security	PKR 2,000,000; (2 Million) for at least 180 days from the proposal submission deadline.
Technical threshold	80 marks out of 100
Minimum Gross Revenue Share	10% of Gross Revenue, exclusive of taxes payable by the Concessionaire
Concession Period	20 years from the Effective Date; extendable once for up to 10 years at FGEHA's sole discretion
Construction Period	18 months from the Site Handover date.
Performance Security	PKR 10,000,000, due within 15 days of the Letter of Acceptance
Proposal currency / language	Pakistani Rupees / English
Contact office	Director (JVP), FGEHA, 10-Mauve Area, G-10/4, Islamabad
Physical submission office	R&I Section, FGEHA Head Office, 10-Mauve Area, G-10/4, Islamabad.

PART I - INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

The Federal Government Employees Housing Authority (FGEHA), an autonomous body under the Ministry of Housing & Works, Government of Pakistan, invites sealed proposals through the Public Procurement Regulatory Authority's e-Pak Acquisition and Disposal System (EPADS) from eligible and capable educational operators for the establishment and operation of a state-of-the-art educational institution in Sector 25-B, Scheme 33, Karachi.

The Project shall be implemented on a gross revenue-sharing basis under a Design, Finance, Build, Operate, Maintain and Transfer arrangement. The selected bidder shall finance, design, construct, equip, affiliate, operate and maintain the educational institute at its own cost and risk, subject to FGEHA's oversight.

2. PROJECT BACKGROUND AND OBJECTIVES

The principal objectives of the Project are to:

- Provide accessible, high-quality education up to residents of FGEHA housing scheme and surrounding areas;
- Develop a modern educational facility with appropriate academic, laboratory, library, sports, safety and digital infrastructure;
- Introduce a sustainable operational model based on private-sector expertise;
- Ensure transparent enrolment, fee collection, financial reporting and revenue sharing through an integrated digital management system;
- Deliver education aligned with applicable national and, where proposed, international standards.

3. SCOPE OF THE PROJECT

The successful bidder shall be responsible for, at minimum:

- Preparing architectural, structural, electrical, mechanical, plumbing, landscape, fire-safety and other designs through well reputed and qualified consultants;
- Financing the development of educational institute building and associated infrastructure;
- Constructing the educational institute building and associated infrastructure (with covering maximum FAR) through well reputed and qualified contractor/constructor registered with Pakistan Engineering Council (PEC);
- Procuring and installing furniture, laboratories, IT systems, security systems, library resources and other equipment;
- Recruiting and managing qualified academic, administrative, technical and support staff;
- Operating and maintaining the educational institute throughout the Concession Period under its own name;
- Collecting approved fees and sharing the offered percentage of Gross Revenue with FGEHA;
- Maintaining an online portal accessible to FGEHA for monitoring enrolment, fees, attendance, results and financial transactions for verifying revenue;
- Handing over the complete, functional and properly maintained facility to FGEHA upon expiry or earlier termination of the Concession Agreement.

4. PROCUREMENT METHOD

The procurement shall be conducted under the Single Stage - Two Envelope Procedure in accordance with the Public Procurement Rules, 2004, as amended from time to time. The Technical Proposal and Financial Proposal shall be submitted separately in the manner prescribed in this RFP and through EPADS v1.0.

5. ELIGIBLE BIDDERS AND SINGLE-ENTITY REQUIREMENT

5.1 A proposal may be submitted only by:

- a single legal entity bidding in its own name and for its own account.
- No consortium, joint venture, partnership of bidders or other association of entities shall be eligible.

5.2 The following single-entity conditions shall apply:

- The bidder shall independently meet every mandatory eligibility requirement unless a requirement expressly permits reliance on a disclosed contractor for construction-only experience.
- The bidder shall be solely responsible and liable for its Proposal and for all obligations under the Concession Agreement.
- The identity, ownership and control of the bidder shall not be changed during procurement or the Concession Period without FGEHA's prior written approval.
- A legal entity may participate in only one proposal and shall not support, control or beneficially participate in another proposal.
- The bidder must independently satisfy the mandatory educational experience, institutional network and academic-management requirements.
- The bidder must independently satisfy all financial-capacity requirements. Construction may be undertaken through a qualified PEC-registered contractor, but the contractor's capacity shall not substitute for the bidder's mandatory financial or educational qualifications.
- The Technical Proposal shall include a board resolution or other valid corporate authorization empowering the signatory to bind the bidder.

6. PRE-BID MEETING

A pre-bid meeting shall be held 26th October at 1:00 PM at FGEHA Committee Room, 10- Mauve Area, G10/4, Islamabad. Written questions shall reach FGEHA no later than 31st August 2026, 12:00pm. Minutes, clarifications and amendments issued by FGEHA shall form an integral part of this RFP.

7. CLARIFICATIONS AND AMENDMENTS

FGEHA may, at any time before the proposal submission deadline, amend this RFP through an addendum published through EPADS and other applicable platforms. FGEHA may extend the submission deadline where necessary. Bidders shall be responsible for monitoring EPADS for all clarifications and addenda.

8. BID SECURITY

- a) Each proposal shall be accompanied by Bid Security amounting to PKR 2,000,000/= (2 Million) in the form CDR/Bank Draft/Pay-Order (valid for at least 180 days from the proposal submission deadline.), issued in favor of FGEHA. The bid security will be refundable and shall remain valid in bid validity period. The bid security of the unsuccessful bidder will be returned promptly on request. The bid security of the most advantageous bidder shall be retained till provision of performance security by it.

The Bid Security may be forfeited where the bidder:

- withdraws or materially modifies its proposal during the bid validity period;
- fails to provide the required Performance Security;
- provides false, forged or materially misleading information.

9. BID VALIDITY

Proposals shall remain valid for 120 days from the proposal submission deadline. FGEHA may request an extension in writing. A bidder refusing the extension shall not forfeit its Bid Security, but its proposal shall cease to be considered after expiry of the original validity period.

10. PREPARATION, SUBMISSION AND OPENING OF PROPOSALS

1. The proposal shall comprise a Technical Proposal and a Financial Proposal.
2. Electronic proposals shall be submitted through EPADS before the deadline stated in the advertisement and bidding data.
3. Original Bid Security and hard-copy technical proposal shall be delivered to the designated office before the deadline.
4. The Technical Proposals shall be opened at the time and place stated in the bidding data. Financial Proposals of technically qualified bidders shall be opened on a date notified through EPADS.
5. Late, incomplete, unsigned, conditional or materially non-responsive proposals may be rejected.
6. FGEHA may seek written clarifications, but no change in the substance of the proposal or offered financial share shall be permitted.
7. Where figures and words differ in the Financial Proposal, the percentage stated in words shall prevail.

11. ELIGIBILITY CRITERIA / MANDATORY PRE-REQUISITES

Only bidders satisfying all mandatory requirements in their own legal capacity shall proceed to technical evaluation.

No.	Requirement	Minimum condition	Required evidence
1	Legal status	A single legal entity registered in Pakistan, bidding in its own legal name.	Registration/incorporation certificate, charter, trust deed, society registration or equivalent.
2	Tax status	Registered with FBR and appearing on the Active Taxpayers List at the proposal submission deadline.	NTN and current ATL evidence.
3	Single entity participation	Consortiums, joint ventures and associations of bidders are not permitted. The bidder shall independently satisfy all mandatory requirements.	Signed declaration; ownership/control particulars; authorization of the signatory.
4	Operational experience	At least 10 completed years of continuous direct operation of educational institutions in the bidder's own legal name, as of the submission deadline. Years shall not be added across branches.	Registration/affiliation records supported by annual reports, audited statements or other verifiable annual records establishing continuity.
5	Institutional network	At least 10 distinct branches currently operational in the bidder's own legal name and under its direct operation. Each branch shall be a separate campus; each branch need not itself be 10 years old.	Certified branch list showing address, city, opening date, current registration/recognition and evidence of direct operation.
6	Relevant affiliation or recognition	Institutions claimed shall hold valid recognition/registration from the competent education authority and affiliation with the relevant examination board or awarding body, where applicable to the programmes offered.	Current certificates or verifiable official records for each claimed branch/programme.

No.	Requirement	Minimum condition	Required evidence
7	Student enrolment declaration	Submit current branch-wise enrolment for the operational network. No minimum enrolment threshold applies at eligibility stage; enrolment is scored under 3.1.	Certified branch-wise student numbers and total, based on current enrolment registers.
8	Average annual turnover	At least PKR 100 million average annual turnover over the latest three completed audited financial years. Only the bidder's own turnover shall count.	Audited financial statements for the three years and relevant tax returns.
9	Net worth	At least PKR 100 million net worth in the latest completed audited financial year.	Latest audited balance sheet and auditor-certified net worth calculation.
10	Financial resources	At least PKR 50 million through available liquid funds, unutilized sanctioned credit lines or verifiable committed financing legally available to the bidder, individually or combined, without double counting.	Recent bank statement/certificate, sanctioned facility or binding financing commitment stating amount, availability, validity and applicable conditions.
11	Academic management system	Established arrangements for curriculum, faculty, examinations, quality assurance, safeguarding and student administration.	Brief signed system description, organogram and relevant policy/manual extracts.
12	Digital management system	An existing integrated system, or a binding undertaking to deploy one before commencement of operations, covering admissions, fees, attendance, examinations and reporting.	System profile/screenshots/service agreement, or signed deployment undertaking. An undertaking alone earns no marks under 9.7.
13	Health safety and safeguarding	Documented arrangements covering fire safety, evacuation, first aid, CCTV, anti-harassment and student safeguarding.	Relevant policies, plans and implementation records, certified by the bidder.
14	No blacklisting	Not blacklisted, suspended or debarred by a public sector entity or development organization.	Notarized affidavit on the prescribed stamp paper.
15	Litigation and default disclosure	Full disclosure of litigation, arbitration, terminated contracts and defaults during the last five years, including a nil declaration where applicable. Disclosure alone is not a failure of this requirement.	Signed disclosure and affidavit.
16	Conflict of interest	No conflict of interest in relation to the procurement or Project.	Signed declaration.
17	Bid Security	PKR 2,000,000 in favor of FGEHA, in the form prescribed in Clause 8, valid for at least 180 days from the proposal submission deadline.	Original instrument and scanned copy, submitted as prescribed in the RFP.
18	Direct operation of the Project	The proposed Project shall be operated directly by the bidder under its own approved brand and academic management, without a franchise arrangement, consistent with Clause 19 and Clause 18 of the draft Concession Agreement.	Signed undertaking to operate the Project directly without a franchise arrangement.

FGEHA may verify any document or information directly from the issuing authority. A false, forged, altered or materially misleading submission shall result in rejection, forfeiture of Bid Security and any other action available under law.

12. TECHNICAL EVALUATION CRITERIA

Technically responsive proposals shall be scored out of 100 marks. A bidder must obtain at least 80 marks overall. Only the documentary evidence submitted shall be scored; clarifications can be sought by the Authority:

No.	Criterion	Measurable basis	Scorecard ref.	Marks
1	Institutional network and geographic presence	Number of operational branches and cities covered.	1.1-1.2	12
2	Operational experience and affiliations	Completed years of continuous operation and breadth of valid academic affiliations.	2.1-2.2	12
3	Enrolment and capacity utilization	Current enrolment and utilization of approved capacity.	3.1-3.2	8
4	Academic performance	Pass rate, retention/completion and high achievement over the latest three completed academic years.	4.1-4.3	10
5	Financial strength and financing readiness	Average turnover, net worth, available resources and documented Project financing.	5.1-5.4	15
6	Student teacher ratio	Current enrolment relative to full-time teaching faculty across the operational network.	6.1	10
7	Concept design and development potential	Permissible FAR utilization, regular classrooms and proposed sports facilities.	7.1-7.3	5
8	Existing faculty qualifications and experience	Qualifications and teaching experience across three nominated operational campuses.	8.1-8.2	12
9	Existing infrastructure safety and digital systems	Verified facilities and safety at one nominated campus, and a functioning institutional MIS/LMS.	9.1-9.7	16
	Total			100

Detailed Quantified Technical Scorecard

Note 1 — Scoring is evidence-based. Where the stated evidence is absent, expired, unverifiable or not legally attributable to the bidder itself, the relevant sub criterion shall score zero. No interpolation shall be applied between bands.

Ref.	Subcriterion	Max marks	Quantified scoring rule	Required evidence
1.1	Number of operational branches	9	10 branches = 6; 11-15 = 8; 16 or more = 9. Fewer than 10: ineligible.	Certified branch list; current registrations/recognitions; evidence of direct operation.
1.2	Geographic presence	3	1 city = 1; 2-3 cities = 2; 4 or more cities = 3.	Addresses of the same operational branches counted under 1.1.

Ref.	Subcriterion	Max marks	Quantified scoring rule	Required evidence
2.1	Continuous educational operating experience	9	10-12 completed years = 6; 13-15 = 8; 16 or more = 9. Fewer than 10: ineligible.	Signed statement of commencement and continuous operation, supported by the earliest relevant registration/affiliation record and current evidence of operation.
2.2	Breadth of academic affiliations	3	Valid domestic academic affiliation(s) only, or recognized international academic affiliation(s) only = 1; both domestic and recognized international academic affiliations = 3.	Current board/awarding-body certificates attributable to the bidder's institutions. Statutory registration alone does not establish a second academic system.
3.1	Combined current enrolment	5	Below 1,000 students = 0; 1,000-1,499 = 2; 1,500-2,499 = 3; 2,500-3,499 = 4; 3,500 or more = 5.	Signed Form T-3 showing branch-wise student numbers, full-time teacher numbers and consolidated totals.
3.2	Capacity utilization	3	Below 60% = 0; 60% to below 75% = 1; 75% to below 90% = 2; 90% or more = 3. Enrolment beyond approved capacity earns no additional credit.	Branch-wise approved capacity and current enrolment; authority/affiliation records supporting capacity.
4.1	Three year pass rate	6	Below 70% = 0; 70% to below 80% = 2; 80% to below 90% = 3; 90% to below 95% = 4; 95% or more = 6.	Signed three-year result summary in Form T-4, supported by relevant institutional result summaries or verifiable official result links.
4.2	Three year retention or completion rate	2	Below 80% = 0; 80% to below 90% = 1; 90% or more = 2.	Signed cohort summary showing opening strength and students from the same cohort retained or completing their programme.
4.3	Three year high achievement rate	2	Below 10% obtaining A grade or above/equivalent = 0; 10% to below 20% = 1; 20% or more = 2.	Signed three-year result summary in Form T-4, supported by relevant institutional result summaries or verifiable official result links.
5.1	Average annual turnover	5	PKR million: 100 to below 300 = 1; 300 to below 450 = 2; 450 to below 600 = 3; 600 to below 900 = 4; 900 or more = 5. Below 100: ineligible.	Latest three completed audited financial statements and relevant tax returns; three year average calculations in Form T-5.
5.2	Net worth	4	PKR million: 100 to below 150 = 1; 150 to below 225 = 2; 225 to below 300 = 3; 300 or more = 4. Below 100: ineligible.	Relevant bank certificate/statement, available-credit confirmation or binding financing commitment for the sources claimed.
5.3	Available financial resources	3	PKR million: 100 to below 150 = 1; 150 to below 200 = 2; 200 or more = 3. Below 50: ineligible.	Liquid funds, unutilized sanctioned credit and binding financing commitments meeting eligibility item 10; no double counting.

Ref.	Subcriterion	Max marks	Quantified scoring rule	Required evidence
5.4	Project financing readiness	3	No plan = 0; signed cost and funding-source plan = 1; governing-body-approved plan covering 100% of estimated Project cost, with amounts and funding schedule = 2; that approved plan plus verifiable equity/financing commitments covering 100% of cost = 3. The highest single applicable band will be awarded.	Cost estimate, funding plan, governing-body resolution and, for 3 marks, evidence of equity availability or binding financing commitments.
6.1	Current student teacher ratio	10	More than 15 students per full-time teacher = 2; exactly 15 = 5; fewer than 15 = 10. Unverifiable ratio or no full-time teaching faculty = 0.	Signed Form T-3 showing branch-wise student numbers, full-time teacher numbers and consolidated totals.
7.1	Utilization of permissible FAR	2	Compliant concept achieving 100% of permissible FAR = 2; up 90-99 % = 1. Less than 90% = 0	Schematic concept plans, floor-wise covered-area statement and permissible/proposed FAR calculation.
7.2	Regular teaching classrooms	2	Fewer than 12 classrooms = 0; 12 or more = 2. Laboratories, library, offices and activity rooms are excluded.	Labelled concept floor plans or concept working and floor-wise accommodation schedule.
7.3	Proposed sports facilities	1	No dedicated facility = 0; dedicated indoor or outdoor facility = 0.5; both indoor and outdoor facilities = 1.	Labelled concept plans or proposal showing type, dedicated area and dimensions.
8.1	Faculty holding a master's degree or higher	8	Across three nominated campuses: below 50% of full-time teaching faculty = 0; 50% to below 75% = 5; 75% or more = 8.	Certified full-time faculty list for the three nominated campuses, relevant degree copies and a consolidated calculation of percentages.
8.2	Average teaching experience of faculty	4	Across the same three campuses: below 3 years = 0; 3-5 years inclusive = 2; more than 5 years = 4.	Certified faculty list for the three nominated campuses stating each full-time teacher's relevant teaching experience and the combined average.
9.1	Functional library	2	Available and verified at the nominated campus = 2; unavailable or unverified = 0.	Certified inventory and photographs, supported by inspection or affiliation records where available.
9.2	Functional science laboratories	2	Available and verified at the nominated campus = 2; unavailable or unverified = 0.	Certified laboratory inventory and photographs; inspection/affiliation evidence where available.
9.3	Functional computer laboratory	2	Available and verified at the nominated campus = 2; unavailable or unverified = 0.	Certified equipment inventory and photographs; inspection/affiliation evidence where available.

Ref.	Subcriterion	Max marks	Quantified scoring rule	Required evidence
9.4	Existing sports facilities	2	Dedicated sports facilities available and verified at the nominated campus = 2; unavailable or unverified = 0.	Facility description, dimensions and photographs; use/possession evidence where applicable.
9.5	Fire and life safety arrangements	2	Verified firefighting equipment = 1; documented evacuation plan and evidence of drills = 1. Missing/unverified component = 0 for that component.	Equipment records/photographs, evacuation plan and drill records for the nominated campus.
9.6	Security and emergency arrangements	2	Verified functioning CCTV = 1; first-aid provision together with a documented emergency-response plan = 1. Missing/unverified component = 0.	CCTV evidence, first-aid inventory and emergency-response plan for the nominated campus.
9.7	Functional integrated MIS or LMS	4	Each demonstrated functioning component earns 1: (a) admissions/enrolment; (b) attendance and results; (c) fee collection with audit trail; (d) management reporting access. Maximum 4. A proposed system or undertaking alone = 0.	Live demonstration or verifiable system-generated records/screenshots showing the bidder's existing system in use at the nominated campus.
	Total	100		

13. FINANCIAL PROPOSAL AND EVALUATION

The Financial Proposal shall state the percentage of Gross Revenue offered to FGEHA. The minimum acceptable offer shall be 10% of Gross Revenue, exclusive of all applicable taxes payable by the bidder.

Subject to technical qualification, the bidder offering the highest responsive percentage of Gross Revenue shall be ranked first. FGEHA may require the bidder to substantiate the commercial sustainability of its offer through its Business Plan and financial model.

The Financial Proposal shall include:

- offered percentage of Gross Revenue, in figures and words;
- Following Back up Calculations, however, the offered percentage of Gross Revenue shall prevail in case of any inconsistency:
 - proposed fee structure for the first academic year;
 - capital expenditure plan and source of financing;
 - operating expenditure projections;
 - student enrolment assumptions and revenue projections;
 - cash-flow forecast for the Concession Period;
 - sensitivity analysis and key risks;
 - proposed implementation and break-even timeline.

14. AWARD OF CONCESSION

FGEHA intends to award the Concession to the most advantageous bidder determined in accordance with the evaluation method stated in this RFP. FGEHA reserves all rights available under the Public Procurement Rules, 2004, including the right to reject all proposals before acceptance.

15. PERFORMANCE SECURITY

Within 15 days of issuance of the Letter of Acceptance, the successful bidder shall provide an unconditional and irrevocable Performance Security of PKR 10,000,000/= (10 Million) in the form of Bank Guarantee/ Insurance Guarantee by insurance company or bank acceptable to FGEHA. It shall remain valid throughout the construction period and for any additional period specified in the Concession Agreement, if any. FGEHA may encash it for failure to proceed, construction default, unpaid damages, material non-performance or other grounds stated in the security and this Agreement, without prejudice to other remedies. Upon verification of performance security, the bid security will be released. Afterwards, the parties will enter into concession agreement within 14 days.

16. GENERAL CONDITIONS

- All proposal preparation and submission costs shall be borne by the bidder.
- All documents shall be in English. Supporting documents in another language shall be accompanied by a certified English translation.
- All monetary amounts shall be stated in Pakistani Rupees unless otherwise permitted.
- FGEHA may conduct due diligence, inspect existing institutions, contact regulators, banks, auditors and clients, and verify enrolment and financial information.
- The successful bidder shall not assign the Concession or change control without prior written approval of FGEHA.
- Specialized non-academic services may be subcontracted only as permitted by the Concession Agreement.
- Complaints concerning the RFP, evaluation or procurement process shall be submitted to FGEHA's Grievance Redressal Committee within the applicable periods under Rule 48 of the Public Procurement Rules, 2004, and the governing PPRA regulations.
- The successful bidder shall comply with all applicable laws, regulations, building codes, environmental requirements, labour laws and educational standards.

PART II - PROJECT REQUIREMENTS

17. CONCESSION STRUCTURE

Item	Proposed Provision
Project Site	Educational Institute site in Sector 25-B, Scheme 33, Karachi, measuring approximately 1,361 square yards. Possession shall be handed over to the selected bidder free of cost, without any possession fee or other charge for handover.
Concession Period	Twenty (20) years from the Effective Date, subject to the final approved terms, Extendable once for a period of up to 10 years at FGEHA's sole discretion, subject to satisfactory performance and competent approval.
Land Ownership	The land shall remain vested in FGEHA. The selected bidder shall receive only the contractual right to use the site for the Project during concession period.
Revenue Share	Monthly payment to FGEHA of the offered percentage of Gross Revenue.

Item	Proposed Provision
Revenue Share Start Date	From the commencement of operations after handover of the site, subject to the final agreement.
Transfer	At expiry or termination, all permanent structures, installed systems and Project assets specified in the Agreement shall be transferred to FGEHA in operational condition, free of encumbrances and without any financial liability.

18. DESIGN AND CONSTRUCTION REQUIREMENTS

- The bidder shall submit concept designs/proposal with its Technical Proposal. The successful bidder shall submit the detailed designs within 45 days of the Effective Date.
- All designs shall comply with FGEHA planning controls, applicable building codes, fire-safety requirements, accessibility standards and environmental regulations.
- Construction shall be undertaken through a contractor duly registered with the Pakistan Engineering Council (PEC) in the appropriate category commensurate with the nature and scope of the works. Prior to commencement of any construction activity, the profile and credentials of the proposed contractor shall be submitted to the Authority for its prior approval in principle. Such approval shall not, in any manner, relieve or diminish the Successful Bidder and/or the engaged contractor of any of their respective contractual, statutory, legal, or other liabilities and obligations. The Successful Bidder shall remain fully responsible and accountable for the proper, timely, and safe execution of the works, including compliance with all applicable laws, regulations, codes, standards, and safety requirements.
- The bidder shall provide quality-control, health-and-safety and environmental-management plans.
- The maximum period for design, approvals, construction, equipping and commencement of academic operations shall be 18 months from site handover, unless otherwise approved.
- Delay beyond the approved period may attract liquidated damages of PKR 25,000/= (twenty-five thousand) per day for up to six months, after which FGEHA may terminate the Agreement and resume possession. However, the time for construction can be extended by authority without liquidated damages if the reason for such delay is not associated with successful bidder.
- The bidder shall provide structural-stability, fire-safety, electrical-safety and completion certificates before commissioning.

19. ACADEMIC AND OPERATIONAL REQUIREMENTS

- The educational institute shall be operated directly by the bidder under its own approved brand and academic system, subject to FGEHA approval and applicable affiliation requirements.
- The bidder shall obtain and maintain all affiliations, registrations, NOCs and licences at its own cost.
- The bidder shall commence all approved educational-institution classes, grades, streams and programs simultaneously from the first academic session.
- The bidder shall maintain qualified faculty, transparent recruitment, professional development, performance appraisal and safeguarding procedures.
- Class size, student-teacher ratios, laboratories, library resources, sports facilities and student support services shall comply with applicable standards.
- The bidder shall maintain policies for admissions, scholarships, fee refunds, examinations, discipline, complaints, anti-harassment, child protection, disability inclusion and emergency response.

- No enrolment or marketing campaign shall commence before FGEHA's written approval and the required regulatory approvals.

20. MONITORING, REPORTING AND DIGITAL SYSTEMS

- The bidder shall deploy an integrated, auditable online management system before commencing of operations.
- FGEHA shall receive access to enrolment, attendance, fee billing, collections, discounts, scholarships, examinations, payroll summaries and revenue-share calculations for verification of gross revenue.
- The bidder shall submit annual operational and financial reports, annual audited statements and any additional report reasonably as required by FGEHA.
- All fee receipts shall be generated through the approved system and deposited in designated banking channels.
- FGEHA may inspect the premises, records and systems with or without prior notice.
- The bidder shall retain records for the period prescribed by law and the Concession Agreement.

21. FGEHA CONCESSIONS

Children of FGEHA employees shall receive a fifty percent (50%) concession in admission fee and gross monthly tuition fee, subject to a maximum allocation equal to twenty-five percent (25%) of the total enrolled student strength.

PART III - PROPOSAL FORMS**FORM 1 - LETTER OF TECHNICAL PROPOSAL**

Date: _____

RFP No.: _____

To:

Director JVP

Federal Government Employees Housing Authority

Islamabad

Subject: Technical Proposal for Establishment and Operation of a State-of-the-Art Educational Institute in Sector 25-B, Scheme 33, Karachi

We, the undersigned, having examined the RFP and all addenda, hereby submit our Technical Proposal and undertake to design, finance, build, equip, operate, maintain and transfer the Project in accordance with the RFP and our Proposal.

- b) We confirm that all information and documents submitted are true, complete and verifiable.
- c) We accept that FGEHA may conduct independent due diligence and reject our Proposal if any material information is false or misleading.
- d) We agree that our Proposal shall remain valid for 120 days from the proposal submission deadline. It shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period as per Bidding Documents.
- e) As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Rupees 2,000,000/= (2 Million) in favour of FGEHA in the shape of Bank draft / CDR / Pay Order and is valid for at least 180 days from the proposal submission deadline.
- f) We do hereby declare that the Technical Proposal is made without any collusion, comparison of figures or arrangement with any other bidder for the project.
- g) We understand that you are not bound to accept the Technical Proposals you may receive.

Authorized
Name and
Bidder:
Seal: _____

Signatory: _____
Designation: _____

FORM 2 - BIDDER INFORMATION

Information	Response
Legal name of bidder	
Legal form	
Registration number/date	
NTN	
Registered address	
Mailing address	
Authorized representative	
Telephone / Email	
Website	
Nature and level of educational operations	
Total directly operated branches in own legal name	
Total current enrolment	
Continuous direct operation	Commenced: _____ Completed years: _____

FORM 3 - AUTHORIZED REPRESENTATIVE INFORMATION

The bidder shall provide the following information for its duly authorized representative.

Item	Response
Authorized representative name	
CNIC / Passport No.	
Designation	
Office address	
Telephone / Mobile	
Official email	
Basis of authority	Board Resolution / Power of Attorney / Other
Corporate authorization attached	Yes / No
Specimen signature	

Authorization confirmation

The bidder confirms that the representative identified above is authorized to sign and submit the bid, certify the prescribed forms, provide permitted clarifications and bind the bidder in relation to this procurement to the extent stated in the attached authorization.

The authorized representative shall sign the bid documents consistently with the specimen signature above.

Authorized signatory: _____ Name/designation: _____

Date: _____ Bidder stamp/seal: _____

TECHNICAL EVALUATION FORMS AND EVIDENCE SCHEDULES

The bidder shall complete Forms T-1 to T-8 and provide exact document/page references. A blank entry, unsupported claim or evidence not attributable to the bidder shall receive zero marks under the relevant subcriterion. Claimed marks are indicative and shall remain subject to verification and determination by the Evaluation Committee.

All figures shall relate to the periods specified in the Detailed Quantified Technical Scorecard. Where averages are claimed, the bidder shall attach the underlying institution-wise and year-wise calculations.

FORM T-1 - TECHNICAL SCORE EVIDENCE INDEX

Ref.	Subcriterion	Max	Evidence / Page Ref.
1.1	Number of operational branches	9	
1.2	Geographic presence	3	
2.1	Continuous educational operating experience	9	
2.2	Breadth of academic affiliations	3	
3.1	Combined current enrolment	5	
3.2	Capacity utilization	3	
4.1	Three year pass rate	6	
4.2	Three year retention or completion rate	2	
4.3	Three year high achievement rate	2	
5.1	Average annual turnover	5	
5.2	Net worth	4	
5.3	Available financial resources	3	
5.4	Project financing readiness	3	
6.1	Current student teacher ratio	10	
7.1	Utilization of permissible FAR	2	
7.2	Regular teaching classrooms	2	
7.3	Proposed sports facilities	1	
8.1	Faculty holding a master's degree or higher	8	
8.2	Average teaching experience of faculty	4	
9.1	Functional library	2	
9.2	Functional science laboratories	2	
9.3	Functional computer laboratory	2	
9.4	Existing sports facilities	2	
9.5	Fire and life safety arrangements	2	
9.6	Security and emergency arrangements	2	
9.7	Functional integrated MIS or LMS	4	

FORM T-2 - INSTITUTIONAL NETWORK, COLLEGE EXPERIENCE AND AFFILIATIONS

S. No.	Institution / Campus and Address	City	Operational Since	Level / Programmes (Mention School Level or Educational Institution)	Affiliation and Validity	Ownership / Control Evidence Ref.

Note: Identify each claimed operational branch separately. Attach continuation sheets for branches beyond the ten rows provided. branches of other legal entities shall not be counted.

Total operational branches: _____ Total cities: _____ Supporting certificate reference(s): _____

Continuous operations commenced: _____ Completed years: _____

Earliest operational evidence reference: _____ Current evidence reference: _____

We certify continuous direct operation throughout the stated period. Historical evidence establishes experience; current validity is required for ongoing registrations/affiliations. Years from different branches shall not be added together.

B Campus nomination for technical evaluation

Campus	Branch ID	Campus name and address	Facilities 9.1-9.7 select one
A			Yes / No
B			Yes / No
C			Yes / No

All three nominated campuses shall be used in Form T-7 for faculty criteria 8.1 and 8.2. Select exactly one of them for all facilities, safety and MIS/LMS criteria 9.1-9.7 in Form T-8. These nominations form part of the submitted Technical Proposal.

Academic affiliations claimed for 2.2: Domestic only / International only / Both / None.

Affiliation/awarding bodies and certificate reference(s): _____

Authorized signatory: _____ Name/designation: _____

Date: _____ Bidder stamp/seal: _____

FORM T-3 - ENROLMENT, CAPACITY AND STUDENT-TEACHER RATIO

S. No.	Institution / Campus	Approved Capacity	Current Enrolment	No. of Full-time Teaching Faculty	Student-Teacher Ratio	Capacity Use %	Evidence / Page Ref.

Capacity basis and calculation summary

Capacity approval/basis and reference(s): _____

Measure	Calculation	Bidder result
Combined enrolment	Sum of unique currently enrolled students across listed campuses	
Capacity utilization	Total current students / total approved capacity x 100	
Student teacher ratio	Total current students / total full-time teaching faculty	

Use the capacity basis specified under criterion 3.2. Do not substitute an unsupported capacity figure. Exclude visiting, part-time and administrative staff from full-time teaching faculty and avoid double counting shared teachers or students.

Apply scoring to unrounded figures. Show percentages and ratios to two decimal places for reporting. If a denominator is zero, identify it; do not report an artificial ratio. Missing or unverifiable data shall be treated under the scorecard.

Authorized signatory: _____ Name/designation: _____

Date: _____ Bidder stamp/seal: _____

FORM T-4 - ACADEMIC PERFORMANCE

A. Pass Rate and High Achievement

Institution / Academic Year	Students Appeared	Students Passed	Pass Rate (%)	A Grade / Equivalent (%)	High Achievement %	Evidence / Page Ref.

Combined pass rate = total passed / total appeared x 100.

Combined high-achievement rate = total obtaining A grade or above/equivalent / total appeared x 100. Use combined counts across the three years; do not average percentages without weighting.

Awarding-body grade equivalent used, where applicable: _____

Official source/reference for equivalence: _____

B. Retention / Completion Rate

Institution / Cohort	Opening Cohort	Students Retained / Completed (based on Students Appeared in Exams)	Retention / Completion (%)	Evidence / Page Ref.

Combined retention/completion rate = total students from opening cohorts retained/progressed or completing their terminal programme / total opening-cohort students x 100. Exclude new entrants from the numerator; do not count a student twice within a cohort-year. Examination appearance is not a substitute for retention.

Institution-wise source records supporting these signed summaries shall be available for verification. Data or qualifications obtained after the proposal deadline shall not improve the submitted claim.

Authorized signatory: _____ Name/designation: _____

Date: _____ Bidder stamp/seal: _____

FORM T-5 - FINANCIAL CAPACITY AND PROJECT FINANCING

Financial Metric	FY _____	FY _____	FY _____	Figure Applicable for Scoring	Evidence / Page Ref.
Average annual turnover				Three-year average: _____	
Net worth				Latest audited FY: _____	

Calculation: Average annual turnover = (FY-1 turnover + FY-2 turnover + FY-3 turnover) / 3. Net worth shall be reported for all three years, while scoring shall be based on the latest audited financial year.

Latest audited financial year: _____ Total assets: _____ Total liabilities: _____ Net worth: _____

All amounts in PKR million. Net worth = assets less liabilities. Evidence reference: _____

Attach the three audited financial statements once. Form T-5 and the audited statements establish turnover and net worth; separate tax returns and a separate auditor net-worth certificate are not required for these figures.

B Available financial resources

Source	Amount PKR million	Provider / validity / evidence ref.
Unrestricted liquid funds		
Unutilized sanctioned credit lines		
Eligible binding committed financing not included above		
TOTAL AVAILABLE RESOURCES		

Use current bank evidence issued within 30 days before the deadline. Facilities and commitments must be valid and available at that deadline. Identify applicable conditions. Count each source once; general expressions of interest do not constitute committed financing. Attach evidence only for sources claimed.

C Project cost and funding plan

Estimated total Project cost: PKR _____ million. Brief cost breakdown or estimate reference: _____

Funding source	Amount PKR million	Availability / drawdown schedule	Commitment / evidence ref.
TOTAL			

Funding coverage: Total identified funding / estimated Project cost x 100 = _____ %.

Governing-body approval: Yes / No. Date/reference: _____

Documented equity availability / binding commitments: PKR _____ million, covering _____ % of cost.

For 5.4, claim the highest single band supported: signed cost/funding plan = 1; governing-body-approved plan covering 100% of cost with funding schedule = 2; that plan plus verifiable equity/financing commitments covering 100% = 3. No plan = 0. Reuse existing attachments and resolutions by reference.

Do not include the offered FGEHA revenue-share percentage in this Technical Proposal form.

Authorized signatory: _____ Name/designation: _____

Date: _____ Bidder stamp/seal: _____

FORM T-6 - CONCEPT DESIGN, FAR UTILIZATION AND ACCOMMODATION SCHEDULE

Attach basic labelled site/floor sketches sufficient to verify the figures below. Detailed structural and services drawings are not required with this form. All area figures shall use square yards.

A Planning parameters to be specified by FGEHA before issue

Parameter	Approved value / reference
Site area	Approximately 1,361 square yards; approved site-plan reference: _____
Permissible FAR and total floor area	FAR: _____ Total permissible floor area: _____ square yards
Permitted height/floors coverage and setbacks	_____

B Proposed development and FAR calculation

Item	Proposed figure	Unit / sketch reference
Building footprint		Square yards
Ground-floor covered area		Square yards
First-floor covered area		Square yards
Second-floor covered area		Square yards
Total proposed covered area		Square yards
Achieved FAR		Covered area / site area
FAR utilization		Covered area / permissible total floor area x 100

C Floor-wise accommodation

Facility	G.F.	F.F.	S.F.	Total number / area	Sketch ref.
Regular teaching classrooms					
Science laboratories					
Computer laboratory					
Library / reading area					
Administration / faculty rooms					
Hall / activity rooms					
Indoor sports facility					
Outdoor sports facility					
Toilets / accessible facilities					

G.F. = ground floor; F.F. = first floor; S.F. = second floor. Classroom count excludes laboratories, library, offices and activity rooms. Mark dedicated sports areas and dimensions on the sketches. Use only compliant planning parameters; extra floors or excess FAR do not earn additional credit.

Authorized signatory: _____ Name/designation: _____

Date: _____ Bidder stamp/seal: _____

FORM T-7 - FACULTY QUALIFICATIONS AND EXPERIENCE

Three-campus summary

Campus nomination / branch ID	Full-time teachers	Master's or higher No.	Qualified faculty %	Total teaching experience years	Average experience years
A / _____					
B / _____					
C / _____					
COMBINED					

Combined qualified-faculty percentage = total full-time teachers holding a master's degree or higher / total full-time teachers across the three campuses x 100.

Combined average **FORM T-8 EXISTING FACILITIES SAFETY AND DIGITAL SYSTEMS**

Bidder: _____ RFP No.: _____

Single nominated campus: _____ Nomination A / B / C: _____

Form T-2 branch ID: _____ Address: _____

Use the same nominated campus for every item below. Mark Yes only for a functioning arrangement existing at the proposal deadline. Attach a small labelled photo set and relevant screenshots/samples; reuse references where one attachment supports several items.

Ref.	Facility or functioning arrangement	Yes / No	Photo / record / screenshot ref.
9.1	Functional library		
9.2	Functional science laboratories		
9.3	Functional computer laboratory		
9.4	Dedicated sports facilities		
9.5a	Firefighting equipment		
9.5b	Evacuation plan and completed drills		
9.6a	Functioning CCTV		
9.6b	First-aid provision and emergency-response plan		
9.7a	MIS/LMS admissions and enrolment		
9.7b	MIS/LMS attendance and results		
9.7c	MIS/LMS fee collection with audit trail		
9.7d	MIS/LMS management reporting access		

Brief supporting particulars

Sports type and dimensions: _____

Latest evacuation drill date: _____ Record reference: _____

Responsible safety officer / role: _____

Evacuation and emergency arrangements summary:

Existing MIS/LMS name: _____ Used at this campus since: _____

The four scored functions are demonstrated by attachment reference(s): _____

A central system qualifies if the claimed functions are shown in use at this campus. A future deployment undertaking earns no marks for existing system functions. A demonstration or underlying records may be requested for verification; full inventories, manuals and inspection histories need not accompany this form.

We certify that the marked facilities and arrangements exist and are functional at the identified campus, and that the photographs and system samples relate to it.

Authorized signatory: _____ Name/designation: _____

Date: _____ Bidder stamp/seal: _____

FORM 4 - FINANCIAL PROPOSAL

Date: _____

RFP No.: _____

To:

Director JVP

Federal Government Employees Housing Authority

Islamabad

Subject: Financial Proposal for Establishment and Operation of a State-of-the-Art Educational Institute in Sector 25-B, Scheme 33, Karachi

Having examined the RFP, and Technical Proposal for designing, execution and operation/maintenance of the above-named Project, we, the undersigned, offer our Financial Proposal to design, execute, complete and operate/maintain such project in conformity with the terms and conditions mentioned in RFP documents for _____ Percent of gross revenue. (In words: _____percent of total

gross revenue) for the duration of the Concession Period, subject to the terms of the RFP and Concession Agreement. We confirm that the offered share is exclusive of all taxes and shall be calculated on total Gross Revenue without unauthorized deductions.

2. We undertake, if our Bid is accepted, to commence the project and to complete the whole of the project comprised in the Contract within the stipulated time

3. We agree to abide by this Bid for the period of 120 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

Authorized Signatory: _____

Name and Designation: _____

Bidder: _____

Seal: _____

FORM 5 - DECLARATIONS AND AFFIDAVITS

- No blacklisting or debarment declaration
- Conflict of interest declaration
- Litigation and contract-default disclosure
- Authenticity of documents declaration
- Undertaking to obtain all approvals and affiliations
- Undertaking not to change ownership or control without FGEHA approval
- Undertaking to comply with anti-corruption laws and procurement rules

PART IV - DRAFT CONCESSION AGREEMENT

This Concession Agreement is made at Karachi on _____ day of _____, 20____ (the “Signing Date”):

BETWEEN

Federal Government Employees Housing Authority, through its authorized representative, hereinafter referred to as 'FGEHA' or 'Party A', and _____, a legal entity organized under the laws of Pakistan, having its registered office at _____, through its duly authorized representative, hereinafter referred to as the 'Concessionaire' or 'Party B'.

1. RECITALS, CONTRACT DOCUMENTS, AND PRECEDENCE

- a. The Recitals hereof shall form an integral part of this Contract.
- b. This Contract shall be read in consonance with, and not in derogation to, the terms of the Advertisement dated _____, the Letter of Acceptance dated _____, the Bidding Document, and clarifications issued by FGEHA on the queries raised by bidders (collectively referred to as the “RFP Bidding Documents”). In the event of any inconsistency or conflict between the provisions of this Contract and the RFP Bidding Documents, following shall be order of precedence of documents:
 - a. Concession agreement
 - b. Letter of Acceptance/Award
 - c. RFP Document along with addenda, if any
 - d. Technical and Financial Proposals

2. EFFECTIVENESS AND TERM

- a. This Contract shall come into effect from the signing of this contract (“Effective Date”) and shall remain in full force and effect for a period of 20 years.
- b. A mobilization period of ninety (90) days from the Site Handover shall be allowed to the Party ‘B’ for mobilization at site for the establishment of the educational institution as per the specifications given in the Bidding Documents.

3. OBLIGATIONS OF PARTY ‘B’

- a. Party ‘A’ hereby grants to the Party ‘B’, and the Party ‘B’ accepts, non-transferable right to construct, manage, operate, and maintain the educational institution within the locations/sites detailed Annexure-A of this contract as per the terms and conditions defined herein. The land asset shall remain the property of the Party ‘A’ and possession of the site is handed over to Party ‘B’, free of any cost, to the extent of scope mentioned in this contract.
- b. The operations of the contract shall include, but are not limited to, the following obligations of Party ‘B’:
 - i. Party ‘B’ shall design a state-of-the-art educational institution infrastructure as per SOPs of Party ‘A’ and submit it for approval of Party ‘A’ within 45 days of Effective Date.
 - ii. The design and size of the educational institution facilities must be approved by Party ‘A’ before commencement of construction work at site by Party ‘B’.
 - iii. Party ‘B’ shall start construction of the educational institution at designated location at its own cost through any constructor registered with Pakistan Engineering Council in the appropriate category.

- iv. Party 'B' shall ensure Safe construction to ensure no danger to students, staff, or the public. The Party 'B' will be responsible for any damages to persons, property, or materials caused by the educational institution infrastructure.
- v. Marketing of the educational institution to attract students, ensuring compliance with FGEHA's guidelines and policies.
- vi. Operations, including electricity arrangements, at the Party-B's own cost.
- vii. Security arrangements for the educational institution and ensuring all equipment and infrastructure is insured.
- viii. Repair and maintenance of the facilities, with replacement of damaged/stolen components at the Party -B's cost. Software issues must be resolved within 24 hours.
- ix. Bear all direct and indirect costs associated with the establishment and operation of the educational institution, including but not limited to, applicable taxes and duties, registration and affiliation fees, , development costs, including construction and provision of services (e.g., utilities, landscaping), procurement of furniture, equipment, and other goods, maintenance costs, operational costs, including salaries for staff, faculty, and administrative personnel.
- x. Party 'B' shall bear all direct costs associated with the design, construction, operation, and maintenance of the educational institution, including, but not limited to, development costs, procurement of furniture and equipment, maintenance costs, and operational costs. For the avoidance of doubt, Party B shall not be responsible for any costs incurred by Party A related to the bidding process. However, Party 'B' shall bear the costs associated with stamp duties of signing of the Contract.
- xi. Party B shall maintain separate books of accounts exclusively for the Project.
- xii. Party B shall maintain a dedicated bank account solely for revenues generated under this concession
- c. The Party 'B' will not commence operations or enrollment campaigns without prior written approval from 'Party 'A'.
- d. The Party 'B' shall hand over all educational institution facilities and accessories in good condition within seven (7) days of the termination or expiration of this Concession Contract. Failure to do so will result in confiscation of the assets by Party 'A'.
- e. The Party 'B' is strictly prohibited from any form of encroachment beyond the designated plot areas. Encroachment will be considered a breach of this Contract, and Party 'A' reserves the right to take action, including removal of encroaching structures and potential termination of the Contract. Party 'A' shall not be liable for any financial obligations or other liabilities which comes under the obligations of Party 'B' at any time during the Contract period.

4. PAYMENT TERMS

- a. Party 'B' shall have exclusive right to decide its tuition fee or other associated fees. However, a complete record shall be available for inspection of Party A.
- b. Party B shall transfer ____ of gross revenue of each month to the notified account of Party 'A' on or before 10th of each month. Gross Revenue shall include all admission, tuition, examination, laboratory, activity, registration, hostel, ancillary and other amounts received or receivable from Project operations, before deductions, excluding only refundable security deposits.
- c. Party 'B' responsible for paying all applicable withholding taxes/Sales Tax to FBR without affecting the revenue shares of Party 'A'.

- d. Details of bookings/enrollments will be shared by Party ‘B’ with the Party ‘A’ as and when required by Party ‘A’ for reconciliation purposes.

5. UTILITIES

- a. The responsibility for electricity arrangements through KE and other utilities consumption related to the educational institution lies solely with the Party ‘B’. Party ‘B’ shall pay the all relevant utility charges to Party ‘A’ or other government regulatory bodies, as applicable. Party ‘B’ must settle all utilities including electricity bills on time and maintain accurate records, available for inspection by Party ‘A’ upon request.

6. COVENANTS

- a. Party A shall not unreasonably withhold, condition, or delay any approval required under this Contract. Any denial of approval must be provided in writing, citing specific reasons related to safety, legal non-compliance, or a material deviation from the approved designs or scope of work. Such denial shall not constitute a breach of this Contract unless it is proven to be arbitrary or capricious.
- b. Party ‘A’ may impose additional conditions or requirements for the approval of educational institution facilities to ensure compliance with applicable laws, regulations, and aesthetic standards.
- c. Party ‘B’ covenants to provide a Structure Stability Certificate from a Structural Engineer registered with the Pakistan Engineering Council upon completion of construction and annually thereafter or as required under applicable rules/regulations/policy.
- d. Party ‘B’ covenants to construct all facilities at their own risk and cost and to hand over all facilities in good condition upon successful completion of the Contract term, ensuring all pending dues and taxes are cleared.
- e. Party ‘A’ covenants not to interfere with the day to day operations of Party ‘B’, provided the Party ‘B’ complies with all terms and conditions of this Contract, and will support the Party ‘A’ in achieving the objectives of the educational institution.
- f. Party ‘A’ covenants to maintain transparent and open communication with the Party ‘B’, promptly communicating any changes in policies, regulations, or operational guidelines.

7. REPRESENTATIONS AND WARRANTIES

- a. Party ‘B’ represents and warrants that the execution, delivery, and performance of this Contract do not violate any applicable law, regulation, or agreement to which the Party ‘B’ is a party.
- b. Party ‘B’ represents and warrants that it has the necessary financial resources and capability to fulfill its obligations under this Contract.
- c. Party ‘B’ represents and warrants that it shall comply with all applicable laws, regulations, and guidelines, including those of the Ministry of Federal Education and Professional Training or relevant educational authorities.
- d. Party ‘B’ represents and warrants that it has obtained and will maintain adequate insurance coverage for employees, equipment, and infrastructure, protecting against risks such as damage, theft, and liability.
- e. Party ‘B’ represents and warrants that the whole facility is to be operated by itself under its own name; and it will not sublet any academic operation.

8. MONITORING AND INSPECTION

- a. Party 'A' reserves the right to monitor and inspect the educational institution facilities and sites at any time to ensure compliance with the Contract terms. Inspections may be conducted without prior notice.
- b. Party 'B' shall fully cooperate during inspections, providing unrestricted access to the facilities and necessary documentation. Officials of Party 'A' may conduct surprise inspections without notice.
- c. Party 'B' must submit periodic inspection reports (Monthly, Quarterly, Annual) to Party 'A', detailing the condition of the facilities, compliance with safety and educational standards, and maintenance activities.
- d. The Director JVP, FGEHA or his nominee shall act as the Contract Administrator for the purposes of implementation, supervision, monitoring and administration of this Concession Agreement.
- e. The Project Director (Karachi Office), shall serve as the Focal Person for day-to-day coordination and contract management.

9. LIABILITY AND INDEMNITY

- a. Party 'B' agrees to indemnify, defend, and hold harmless Party 'A', its officers, agents, and employees from any claims, demands, liabilities, damages, losses, costs, and expenses (including attorney's fees) arising from negligent acts, errors, or omissions of Party 'B', its agents, employees, or subcontractors.
- b. Indemnity obligations include claims related to bodily injury, death, property damage, or violations of laws/regulations in connection with the construction, maintenance, or operation of the educational institution.
- c. Party 'A' shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including loss of profits, revenue, or business opportunities.
- d. Party 'B' shall obtain and maintain adequate insurance coverage for public liability, property damage, and other risks.

10. TERMINATION AND DEFAULT

- a. "Material Breach" shall mean a breach by either Party of any of its core obligations under this Agreement, including but not limited to the failure of Party B to pay the Revenue Share for three (3) consecutive months or the failure of Party B to commence commercial operations of the educational institution within stipulated time period, and the failure of Party A to ensure quiet enjoyment of the Project Site to Party B in line with terms of this contract or a breach of Party A's obligations under Clause 3(a) of this Agreement
- b. Party 'B' shall be deemed in default under this Contract upon the occurrence of any of the following Events of Default by Party 'B':
 - i. Breach of any material term, condition, or covenant of this Contract.
 - ii. Failure to transfer the share of revenue to Party 'A' for consecutive three months.
 - iii. Failure to maintain the educational institution in accordance with the Contract's requirements.
 - iv. Engaging in illegal/corrupt practices or unauthorized activities
 - v. Insolvency, bankruptcy, or liquidation of the Party 'B'.
 - vi. Concealment of facts with regard to collection of revenues

- c. Upon an Event of Default, Party ‘A’ shall issue a written notice specifying the default and providing a thirty (30) day cure period, where applicable. If the default is of a nature that cannot reasonably be cured within thirty (30) days, Party B shall be given a reasonable extension, not exceeding ninety (90) days, provided Party B has commenced and is diligently pursuing a cure.
- d. If Party ‘B’ fails to cure the default or if the default is not curable, Party ‘A’ may terminate the Contract with immediate effect upon written notice.
- e. Upon termination due to default by Party ‘B’, Party ‘A’ may confiscate the educational institution infrastructure installed by the Party ‘B’.
- f. Upon termination, the Party ‘B’ shall:
 - i. Cease all educational institution activities and hand over all facilities to Party ‘A’ within 7 days.
 - ii. Settle all outstanding payments, penalties, interest, and dues to Party ‘A’.
- g. Termination shall not relieve Party ‘B’ of its obligations or liabilities accrued prior to termination. Party ‘A’ reserves the right to pursue legal or equitable remedies for damages.
- h. Upon termination, Party ‘A’ may seek an alternative operator to take over the operations for the remainder of the Contract term, and the Party ‘B’ shall cooperate in facilitating a smooth transition.
- i. Upon termination of this Contract by Party ‘A’ for any reason other than a default by Party B, Party A shall pay to Party B, as compensation, the net book value of the educational institution infrastructure and all other permanent assets developed on the site, as determined by a certified independent auditor. The fee of auditor will be charged from Revenue Receipts of the educational institution. This payment shall be a condition precedent to the handover of the site by Party B.
- j. Party B may terminate this Contract upon the occurrence of the following events, provided that Party A fails to cure the event within sixty (90) days of receiving written notice from Party B:
 - a. Party A commits a Material Breach of its obligations under this Contract.
 - b. Party A fails to provide any required approvals or permissions or consents that are its responsibility to obtain under this Contract
 - c. Any expropriation, seizure, or compulsory acquisition of the Project Site by any government authority, which renders the operation of the educational institution impossible for a continuous period of ninety (90) days.
- k. Upon termination of this Contract by Party ‘B’ for default by Party ‘A’, the compensation between both parties with respect to project site rent value and unamortized construction cost, if applicable (i.e., the total certified project cost depreciated only for the years elapsed against the 20-year term), will be determined by a certified independent auditor. The fee of auditor will be equally paid by both parties.

11. FORCE MAJEURE

- a. If either Party is prevented from performing its responsibilities due to an Act of God or causes beyond its reasonable control (e.g., fires, riots, terrorist strikes, floods, wars, embargoes, or labor disputes not instigated to avoid obligations), the performance period shall be extended until the cause ceases.
- b. The affected Party must promptly notify the other Party and resume performance as soon as the factors are resolved.

- c. If the Force Majeure event persists for 30 days, the Parties shall mutually decide on further implementation. If no agreement is reached, both parties reserve the right to terminate the Contract.

12. NOTICES

- a. All notices or communications under this Contract shall be in writing and delivered by hand, or through recognized courier. They shall be deemed delivered upon personal/courier delivery, provided a hard copy is sent via courier to the specified address.

Designation of the authorized representative of each Party, their respective addresses and other contacts are given herein below:

FOR PARTY 'A'

Director JVP-FGEHA
FGEHA Head Office,
10 Mauve Area, G10/4, Islamabad

FOR PARTY 'B'

Designation:

Address:

13. DESIGNING AND CONSTRUCTION ACTIVITIES

- a. Party 'A' shall deliver possession to Party 'B' free of cost. No possession fee, site-handover charge, administrative or clearance fee, premium, or other amount levied by FGEHA solely for granting or handing over possession shall be payable by Party B, whether demanded separately or under another description. FGEHA shall complete its internal possession-clearance and handover formalities without charging Party 'B'.
- b. Party 'A' shall grant free of cost approvals for designs of Party 'B' for the said educational institution. Representatives of Party 'A' may visit the construction activities to verify its conformation with the approved designs.
- c. The Performance Guarantee from reliable insurance company or a bank amounting PKR 10 Million shall remain in vogue during the construction phase. Afterwards, it will be released.
- d. The maximum time allowed for the construction and commencement of educational institution activities shall be eighteen (18) months from the Signing Date of the Contract. Failure to meet this timeline shall entitle Party A to:
 - i. Grant an extension of up to six (6) months, subject to a financial penalty of Rs. 25,000/- per day for each day of delay beyond the initial 18-month period. If the reason for extension of time is considered genuine by Party 'A', then Party 'A' reserves the right to waive off financial penalty.
 - ii. Rescind the agreement and take possession of the plot without any financial liability to FGEHA if the delay exceeds the six -month extension period.
- e. Upon rescission, any physical structures or assets on the plot shall become the property of Party 'A' without compensation to the Party 'B'.

14. NO ASSIGNMENT

- a. The Bidder shall not assign any part of this Contract to any other third party. Subcontracting/outsourcing is allowed only for food courts, construction, repair and maintenance services.

15. GOVERNING LAW AND JURISDICTION

- a. This Contract shall be governed by the laws of the Islamic Republic of Pakistan.
- b. Disputes shall be resolved through good-faith mutual discussions within 15 days of written notice.
- c. if no consensus is achieved, the parties shall settle the dispute by appointing three arbitrators in accordance with the Arbitration Act, 1940.

16. SEVERABILITY

- a. If any provision of this Contract is invalid or unenforceable, it shall be severed without affecting the remaining provisions, which shall remain valid. The Parties agree to replace invalid provisions with valid ones that achieve the same economic and business purposes.

17. NO PARTNERSHIP

Nothing in this Contract constitutes any Party as the agent of the other, and no Party shall hold itself out as such.

18. CONCESSION PERIOD

Party 'A' hereby hands over the possession of site for period of 20 years starting from effective date to Party 'B'. Party 'A' may at its sole discretion extend the concession period for another 10 years on existing or renegotiated terms and conditions. If concession period is not extended after 20 years, the said concession contract seems concluded and Party 'B' shall handover the educational institution in operational phase to Party 'A' along with all assets. FGEHA may conduct a joint condition survey twenty-four (24) months before scheduled expiry and require a rectification plan. Party B shall complete identified rectification at its own expense before handover and provide transition assistance to avoid interruption of academic operations.

19. FEE DISCOUNTS FOR FGEHA EMPLOYEES' CHILDREN

50% discount shall be applied to the admission fees and gross monthly fees for the children of FGEHA employees, up to a maximum of 25% of the total student strength of the educational institution.

IN WITNESS WHEREOF, the Parties hereunto set their respective hands and seals on this st day of 2026. This Contract shall be executed in two counterparts, each of which when executed and delivered shall constitute a duplicate original, but these counterparts together shall constitute a single Contract.

For and on behalf of Party A

NAME: _____

Designation:

FGEHA, Islamabad

Signature:

For and on behalf of Party B

NAME: _____

Designation:

Signature:

In the presence of:

Witness:

NAME:

Director (Staff), FGEHA

Signature:

Witness:

NAME:

CNIC No.

Signature: