REQUEST FOR PROPOSALS

ESTABLISHMENT AND OPERATION OF STATE-OF-THE-ART ENGLISH MEDIUM COLLEGE ON REVENUE SHARING PARTNERSHIP BASIS, IN SECTOR G-14/2, ISLAMABAD

(Design, Build, Operate and Transfer Mode)

July 2025

GOVERNMENT OF PAKISTAN

MINISTRY OF HOUSING & WORKS

FEDERAL GOVERNMENT EMPLOYEES HOUSING AUTHORITY ISLAMABAD

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INSTRUCTION TO BIDDERS

1) INTRODUCTION

Federal Government Employees Housing Authority (the Authority), established through an act of Parliament Act No. IV of 2020 dated 15-01-2020, is an autonomous body of Ministry of Housing and Works. The Authority has the mandate to provide quality housing to Federal Government Employees and other specified groups in major cities of Pakistan. The Authority has launched multiple housing schemes across the Pakistan. FGEHA ensures provision of basic amenities to the residents of its housing schemes.

2) SCOPE OF THE WORK

The Authority invites bids from the interested companies duly registered with the Federal Board of Revenue (FBR) for Income and Sales Tax, and all relevant regulators, and who are on the Active Taxpayers List, to participate through sealed bids through e-pads under the Single Stage – Two Envelope Procedure for to establish and operate renowned English Medium College on a plot of size 5,251 square yards (200' x 230'approx.), Road No. 802, Sector G-14/2, Islamabad under gross revenue sharing basis. Location and approximate dimensions of plot are shown in annexure attached. The scope of the services required from successful bidder broadly covers:

- Setting up the state of the art College including construction of building and provision of allied services,
- Imparting quality education at par with international standards.
- Share Revenue with the Authority

3) OBJECTIVE

To facilitate the residents of the Authority's sectors by providing high-quality educational institutions at their doorstep, ensuring accessibility, modern facilities, and compliance with environmental and aesthetic standards of the city.

4) BID SECURITY

The Bid shall be accompanied by Rs. 1.00 million (Rupees One Million) as Earnest Money/Bid Security in the form of a Bank Draft/CDR in favor of FGEHA. Any Bid not accompanied by the required Bid Security, or accompanied by a Bid Security in an amount less than that required, will be

rejected by the Authority as non-responsive. Bid Security will be retained for the most advantageous and second advantageous bidders until the contract is signed and refunded to bidders ranked third or below upon request as promptly as possible after the successful Bidder has signed the Concession Agreement and has provided the required performance security for Construction Phase. Bid security of not successful bidders will not be retained beyond bid validity period except with the consent of the bidder.

The Bid Security may be forfeited:

a) If a Bidder withdraws its Bid during the period of bid validity: or

b) In the case of a successful Bidder, if it fails within the specified times to

   i. Furnish the necessary Performance Security for Construction Phase

   ii. Sign the Concession Contract Agreement;

5) BID VALIDITY

The Bid shall remain valid and open for acceptance for a period of 120 days from the Bid Submission Date. In exceptional circumstances, prior to expiry of the original bid validity period, the Authority may request Bidders to grant a specified extension in the period of validity. However, the period of extension should not exceed the original period of bid validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder agreeing to the request will not be required nor permitted to modify its bid, but will be required to extend the validity of its Bid Security correspondingly.

6) PRE-BID MEETING

The Bidders or their authorized representatives are advised to attend a pre-bid meeting on 01-08-2025 at 2:30 PM. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. The Bidders are requested to submit any substantive questions in writing to reach the Authority not later than three days before the meeting.

Minutes of the meeting, including copies of the questions raised and responses given, will be furnished expeditiously to all those attending the meeting (and to other prospective Bidders on request), and shall form an integral part of the Bidding Documents, in the form of Addenda.

7) THE CONCESSION

1. The Authority envisages granting a Concession to design, finance and implement the scope of work as described above and to operate and maintain the Project. The Concession will include the right to collect fees/benefits by using the Project and to generate income from approved Ancillary Facilities (if any) provided that such concessions are the part of the Policy of Govt. of Pakistan.
2. Other key features of the Concession Contract Agreement are as follows:
    a. The Concession will be for a fixed of twenty years (20);
    b. Possession of site for the said project will be handed over to successful company. Moreover, ROW will be made available by the Authority. Any additional land required for various facilities shall be paid for by the Company. The same shall become part of ROW from the same date
    c. Authority will require a monthly share from the gross revenue during the Concession Term commencing from commission of the college or one year of handing over of site whichever is earlier;
    d. At the end of the Concession Period the facility is to be returned to the Authority in a properly maintained and operational condition, at no cost to Employer; and
    e. The escalation of benefits/fees/charges will be allowed at the rate of 10% or as only as per the formula provided in the Bidding Data. The rates of benefits/tolls/fees/charges for the first operating year shall be submitted by the bidders in the form given in the Appendices to Bid.

8) SUBMISSION AND OPENING OF BIDS

a) The Bidder shall prepare the Technical Proposal and Financial Proposal. The proposal will contain the signatures of the Bidder's authorized representative. Prospective bidders are required to submit their bids online through E-PADS at http://www.eprocure.gov.pk before the opening date along with scanned copy of bid security with technical proposals. Original technical and financial bids, in accordance with Section 36(b) of Public Procurement Rules-2004 and the terms and conditions defined in the RFP documents, must be submitted to the R & I section of FGEHA office on or before 19-08-2025 at 11:00 AM.

b) The original Bid Security in hard must be submitted in FGEHA head office before the bid submission deadline to validate the bid.

c) The submitted electronic Technical Bid will be opened publicly on the same day at 11:30 AM in the presence of the Bid Committee and the bidder's authorized representatives who choose to attend the opening session at the Committee Room of FGEHA. The date and time of the

electronic financial bid opening will be communicated to successful bidders through E-PADS and telephonically.

d) The evaluation shall be done based on electronic bids while hard copy of the bids will be for record purpose only.
e) The Employer may, at its discretion, extend the deadline for the submission of Bids through the issue of an Amendment, in which case all rights and obligations of the Authority and the Bidders previously subject to the deadline will thereafter be subjected to the deadline as extended. Any Bid received by the Employer after the specified Bid Submission Date and Time will be returned unopened to the Bidder.
f) Authority will technically evaluate only those bids who fulfills the pre-requisite criteria.
g) To assist in the examination, evaluation and comparison of Bids, the Employer may ask Bidders individually for clarification of any element of their Bid. The request for clarification and the response shall be in but no change in the financial aspects shall be sought, offered or permitted. Bidders will be obliged to respond promptly to all requests for clarification and to provide all clarifications requested within the period mentioned in the requests failing which the Bid may be rejected.
h) For financial bids, where there is a discrepancy between amounts in figures and in words, the amount in words will govern. If a Bidder does not accept the correction of errors as above, its Bid will be rejected.

9) Award of Concession Contract

a) Subsequent to the detailed evaluation of the Financial Proposals and Revised Technical Proposals, the Authority will award the Concession Contract to the successful Bidder, on the basis of being most beneficial to the Employer.
b) Upon issuance of letter of award by the Employer to the successful Bidder, the bidder shall submit the irrevocable and non-conditional performance security of 10 million in the form of insurance guarantee within a period of 15 days. After acceptance of performance security by the Authority, both parties shall enter into a Concession Contract Agreement.
c) Failure to fulfil any of the above requirements within the specified time will, unless otherwise agreed by both parties, result in the forfeiture of the Bidder's Bid Security.
d) In the event of the successful Bidder forfeiting its Bid Security the Employer may, at its discretion, either invite another Bidder to negotiate or terminate the bidding process.

10) ELIGIBILITY CRITERIA/ PRE-REQUISITES

Eligible companies meeting the following criteria may participate in the bidding process:

a. Registration with the Federal Board of Revenue (FBR) as an active tax payer
b. Registration with SECP or registrar of firms or any other body depicting the legal status of the company
c. Membership/Registration/Certification/Accreditation with relevant regulatory authorities/bodies.
d. At least 3 years of experience running at least there (03) established English medium educational institutions (school, and/or college), in Pakistan.
e. Registration of existing educational institutions owned/operated by the party with International Baccalaureate/Cambridge International or equivalent and Federal Board of Intermediate and Secondary Education, Islamabad.
f. Undertaking by the firm / company on a legal paper/stamp paper of value minimum Rs. 100, that it is currently not blacklisted by any Federal, Provincial, State or Local Government department and/or by any Government owned Company/ Foundation / Authority.

11) Evaluation Criteria

i) Technical BID Evaluation Criteria

Technical evaluation of the bids who fulfill pre-requisite or eligibility criteria shall be based on the following criteria. The FGEHA reserves the right to waive minor deviations, if the same materially don't affect the capability of a party to perform the contract. Minimum threshold aggregate score is 75% to qualify for further process.

S No	Description		Assigned Marks	Maximum marks
1.	Average Enrolment of students in minimum 03 branches/year	Up to 300	03	10
		Between 300 up to 700	06	
		More than 700	10	
2.	Funds available till 30.06.2025 with proof of duly signed and stamped bank statements, audited balance sheet etc.	Rs. 10 million to Rs. 20 million	05	15
		Between Rs. 20million up to 50 million	10	
		More than 50 million	15	
3.	Period of experience of the college	3-05 years	04	10
		05-07 years	07	
		More than 07 years	10	
4.	Average fee structure (monthly) December 2024.	More than Rs. 35,000	05	10
		Rs 20,000 – Rs. 35,000	07	
		Less than Rs. 20,000	10	
5.	Average present students-Teachers ratio	More than 15:1	01	10
		15:1	05	
		Less than 15:1	10	

6.	Number of operational braches of educational institutions across Pakistan (college)	3 branches	02	10
		3-5 branches	05	
		More than 5 braches	10	
7	Teachers Qualification Existing institution (average of three institutions)	No teachers hold Masters	00	10
		Upto 50% of teachers strength hold PHD degree	05	
		More than 50% of Teachers Strenght hold PHD degree	10	
8.	Infrastructure and Facilities available in existing institutions	Availability of library, labs, sports ground in existing facility	05	10
		Safety measures; CCTV, first aid, evacuation plans etc.	05	
9.	Level of Schooling in existing branches	Intermediate or equivalent	08	10
		Bachelors degree or equivalent	10	
10.	Affiliation Registration	With Federal Board of Intermediate & Secondary Education or equivalent	03	05
		With International Baccalaureate /Cambridge International or equivalent	02	
Total				100

Note:

- All details must be accompanied by attested documentary evidence.
- The bidder shall provide attested copies of proof of relevant experience in operating, maintaining, and managing colleges or similar educational institutions.
- The bidder will create or provide access to an IT-based software system for FGEHA to ensure transparency in enrollment, fee collection, and transactions.

ii) FINANCIAL BID Evaluation Criteria

The technically qualified bidder who offers the maximum percentage on the total gross revenue shall be considered as the most appropriate financial bid by the authority. ii. The minimum proposed percentage shall not be less than 10% of the gross revenue. The percentage offered by the bidder shall be exclusive of all taxes, duties etc. payable to Government and shall not be chargeable separately from the students in any case.

The bidder must submit a Business Plan with the Financial Bids

- SWOT analysis
- Execution strategy
- Projected capital/revenue expenditure
- Expected revenue/cash inflow over the contract period

The Business Plan and revenue projections must be realistic.

12) CONSTRUCTION PHASE

After signing of concession contract, the bidder shall provide detailed designs and specifications for the construction of the college. The same shall be considered by the Authority if it fulfills basic rules/regulations being enforced by the Authority. The including building plans, facilities, and compliance with international and national educational standards. The authority shall grant free of cost building design approvals to the bidder. The successful bidder shall engage a construction registered with Pakistan Engineering Council to construct the college building at its own expense. The maximum time for construction and commencement of school activities shall be twelve (12) months, failing which FGEHA shall have the right to grant an extension and impose financial penalty of Rs.25,000/-per day up to maximum of six (6) months after which the Authority shall have the authority to rescind the agreement and to take over possession of plot without any financial liability.

13) Mode of Advertisement(s)

The bid document has been uploaded on www.eprocure.gov.pk and is also available on PPRA's website www.ppra.org.pk and FGEHA's website www.fgeha.gov.pk. It has been published in newspapers to ensure wide outreach.

14) General Instructions

- The RFP must include an Organization Profile/Vendor Profile with necessary details/documents, including:

    - Name/Registration Certificate/Certificate of Incorporation
    - Registration Number
    - Registered and Mailing Addresses
    - Contact Information
    - Name of Authorized Person
    - Income and Sales Tax Registration Certificates
    - Proof of being on the Active Taxpayer List
    - Last three years' audited annual financial statements
    - List of skilled manpower with their experience to undertake the assignment
- the Consortium or joint venture for the bids shall not be entertained by the Authority
- FGEHA reserves the right to independently verify submitted documents and terminate the agreement if fake/forged documents are found, with the right to confiscate deployed assets.
- FGEHA will reject a proposal if the bidder has engaged in corrupt or fraudulent practices, declaring the firm blacklisted or ineligible for future contracts.
- The RFP document is available on the PPRA E-PADS portal and can be downloaded free of cost from FGEHA's website: www.fgeha.gov.pk.
- The Authority reserves the right to reject all bids as per Section 33 of PPRA Rules-2004.
- All bidders shall get visit the site to get acquainted with it in all aspects.
- The bidder shall bear all costs/expenses associated with the preparation and submission of the RFP, and FGEHA will not be responsible for these expenses.
- All bid-related correspondence and documents must be in English, and all prices/amounts payable shall be in Pak Rupees (PKR).
- Only complete RFPs will be considered.

- FGEHA may amend the RFP document to extend the submission deadline as per Rule 27 of PPRA Rules.
- FGEHA reserves the right to invite separate tenders/RFPs for additional educational institutions within its territorial limits.
- The bidder will develop or provide access to an IT-based software system for FGEHA to ensure transparency in fee collection, enrollment, and operational transactions.
- The bidder will submit monthly income reports to FGEHA.
- The bidder shall appoint a representative for the project and provide their postal address and contact details. Notices or documents will be delivered to the representative in person, by registered post, email, or WhatsApp.
- The college must comply with FGEHA policies/instructions, which may be revised as deemed necessary.
- The bidder will develop online portal for the Authority within 45 days of signing the contract to monitor operations and provide a web portal for enrollment and fee management. The cost of development, configuration, and deployment will be borne by the bidder.
- FGEHA will conduct inspections for quality, safety, and compliance anytime with or without notice. The bidder has no right to object to FGEHA's inspection team.

Annex-A

Letter of Technical Proposal

Ref. No: Date

To:

Director JVP,
FGEHA, G10/4, Islamabad

Subject: **SUBMISSION OF TECHNICAL PROPOSAL FOR THE PROJECT NAMED "ESTABLISHMENT AND OPERATION OF STATE-OF-THE-ARTENGLISH MEDIUM COLLEGE, ON REVENUE SHARING PARTNERSHIP BASIS, IN SECTOR G-14/2, ISLAMABAD"**

Sir,

1. Having examined the RFP documents along with its all annexure for designing, execution and operation/maintenance of the above-named Works, we, the undersigned, offer our Technical Proposal to design, execute, complete and operate/maintain such Works in conformity with the terms and conditions mentioned in RFP documents.

2. All the relevant attested documents necessary to evaluate our technical proposal based on eligibility criteria and technical evaluation criteria are attached with this letter.

3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Rupees 1 Million in favour of FGEHA in the shape of Bank draft / CDR and is valid for a period of120 days beginning from the date Bids are opened.

4. 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 or any extended period as per Bidding Documents.

5. We do hereby declare that the Technical Proposal is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.

6. We understand that you are not bound to accept the Technical Proposals you may receive.

Signature: _____

in the capacity of _____duly authorized to sign Bids for and on behalf of

_____

(Name of Bidder in Block Capitals)

(Seal)

Address: _____

_____

_____

Witness:

Signature: _____

Name: _____

Address. _____

_____

Occupation_____

Annex-B

Letter of Financial Proposal

Ref. No: Date

To:

Director JVP,
FGEHA, G10/4, Islamabad

Subject: **SUBMISSION OF FINANCIAL PROPOSAL FOR THE PROJECT NAMED "ESTABLISHMENT AND OPERATION OF STATE-OF-THE-ARTENGLISH MEDIUM COLLEGE, ON REVENUE SHARING PARTNERSHIP BASIS, IN SECTOR G-14/2, ISLAMABAD"**

Sir,

Gentleman,

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

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

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.

5. We do hereby declare that the Financial Proposal is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.

6. We understand that you are not bound to accept any Financial Proposal you may receive.

Dated this _____day of_____20_____

Signature: _____

in the capacity of _____duly authorized to sign Bids for and on behalf of

_____

(Name of Bidder in Block Capitals)

(Seal)

Address: _____

_____

_____

Witness:

Signature: _____

Name: _____

Address. _____

_____

Occupation_____

ANNEXURE-C

CONCESSION AGREEMENT

This Concession Contract ("the Contract") is made at Islamabad on this _____ day of ____, 2025 ("Signing Date"):

BETWEEN

Federal Government Employees Housing Authority (FGEHA) having its head office at 10-Mauve Area, G-10/4, Islamabad, through its Director JVP, ***Mr.*** _____ duly Authorized, hereinafter referred to as Party 'A', which expression shall include all its successors and assignees in interest.

AND

_____having place of business at office _____ through its duly Authorized Chief Executive Officer ***Mr.*** _____ (CNIC _____), hereinafter referred to as "Party 'B', which expression shall include all its successors and assignees in interest,

(Party 'A' and Party 'B' are hereinafter referred to collectively as the Parties and individually as the Party.)

WHEREAS, Party 'A' invited Requests for Proposals from companies for the 'Establishment and Operation of College at designated location in Islamabad' on a Gross Revenue Share Basis for a period of 20 years,

AND WHEREAS, the Party 'B' submitted a Request for Proposal and held itself out as possessing the requisite skill, knowledge, experience, resources, and offered _____% revenue share on gross amount to FGEHA.

AND WHEREAS, the Party 'B', being the most advantageous/highest bidder, was declared successful by FGEHA.

AND WHEREAS, Party 'A' issued a Letter of Acceptance (LOA) dated [Insert Date] to the Bidder, accepting the offer and agreeing to award the contract in accordance with the terms and conditions set forth herein.

NOW THEREFORE, THIS CONTRACT WITNESSETH and the Parties hereby confirm and declare as follows:

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 10-07-2025, the Letter of Acceptance dated [Insert Date], 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, the terms of this Contract shall prevail.

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 Signing Date shall be allowed to the Party 'B' for the establishment of the college 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, a non-exclusive, non-transferable right to construct, manage, operate, and maintain the college within the locations/sites detailed in Annexure-C of the Bid Document as per the terms and conditions of this Contract. The land asset shall remain the property of the Party 'A' and possession of the site is handed over to Party 'B' 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 college 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 college 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 college at designated location at its own cost through any constructor registered with Pakistan Engineering Council.

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 college 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 college and ensuring all equipment and infrastructure are 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 college, including but not limited to, Applicable taxes and duties, registration and affiliation fees, Franchise fees (if applicable). 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. Bear all costs associated with the preparation and submission of their proposals and the signing of the Contract, including legal fees, stamp duties, and other related expenses.

c. The Party 'B' will not commence operations or enrollment campaigns without prior written approval from FGEHA.

d. The Party 'B' shall hand over all college 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 FGEHA.

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 FGEHA reserves the right to take action, including removal of encroaching structures and potential termination of the Contract.

f. 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.

c. Party 'B' responsible for paying all applicable withholding taxes/Sales Tax to FBR without affecting the revenue share 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 IESCO and consumption related to the college lies solely with the Party 'B'. Party 'B' shall pay the all relevant utility charges to Party 'A' or other government regulatory bodies as and The Bidder must settle all electricity bills on time and maintain accurate records, available for inspection by FGEHA upon request.

6. COVENANTS

a. FGEHA reserves the right to deny any approval request at its sole discretion. Such denial shall not constitute a breach of this Contract, and the Bidder shall not be entitled to compensation or damages.

b. Party 'A' may impose additional conditions or requirements for the approval of college facilities to ensure compliance with applicable laws, regulations, and aesthetic standards.

c. The 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.

d. The Bidder 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, provided all dues and taxes are cleared.

e. FGEHA 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 Bidder 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. The 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. The Party 'B' represents and warrants that it has the necessary financial resources and capability to fulfill its obligations under this Contract.

c. The 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. The 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. The Party 'B' represents and warrants that the whole facility is to be operate 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 college facilities and sites at any time to ensure compliance with the Contract terms. Inspections may be conducted without prior notice.

b. The Party 'B' shall fully cooperate during inspections, providing unrestricted access to the facilities and necessary documentation.

c. The Party 'B' must submit periodic inspection reports to Party 'A', detailing the condition of the facilities, compliance with safety and educational standards, and maintenance activities.

9. LIABILITY AND INDEMNITY

a. The Party 'B' agrees to indemnify, defend, and hold harmless Party 'B', 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 the 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 college.

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. The Party 'B' shall obtain and maintain adequate insurance coverage for public liability, property damage, and other risks.

10. TERMINATION AND DEFAULT

a. The 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 two months.
   iii. Failure to maintain the college in accordance with the Contract's requirements.
   iv. Engaging in illegal/corrupt practices or unauthorized activities
   v. Insolvency, bankruptcy, or liquidation of the Bidder.
   vi. Concealment of facts with regard to collection of revenues

b. Upon an Event of Default, Party 'A' shall issue a written notice specifying the default and providing a 15-day cure period, where applicable.

c. If the Party 'B' fails to cure the default or if the default is not curable, Party 'B' may terminate the Contract with immediate effect upon written notice.

d. In case of default, Party 'A' may confiscate the college infrastructure installed by the Bidder.

e. Upon termination, the Party 'B' shall:

   i. Cease all college activities and hand over all facilities to Party 'A' within 7 days.
   ii. Settle all outstanding payments, penalties, interest, and dues to Party 'A'.

f. Termination shall not relieve the Bidder of obligations or liabilities accrued prior to termination. Party 'A' reserves the right to pursue legal or equitable remedies for damages.

g. Party 'A' may seek an alternative bidder to take over the operations for the remainder of the Contract term, and the Bidder shall cooperate in facilitating a smooth transition.

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, recognized courier, email, or WhatsApp. They shall be deemed delivered upon personal/courier delivery or immediately upon email/WhatsApp transmission, 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:

a) Director JVP – FGEHA
FGEHA Head Office,
10 Mauve Area, G10/4, Islamabad

b) Mr. _____
Address:

13. DESIGNING AND CONSTRUCTION ACTIVITIES

a. Party 'A' shall grant free of cost approvals for designs of Party 'B' for the said college. Representatives of Party 'A' may visit the construction activities to verify its conformation with the approved designs.

b. The Performance Bank Guarantee (Insurance) amounting 10 Million shall remain in vogue during the construction phase. Afterwards, it will be released.

c. The maximum time allowed for the construction and commencement of college activities shall be twelve (12) 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 12-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.

d. Upon rescission, any physical structures or assets on the plot shall become the property of FGEHA 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.

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 or more 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 college in operational phase to Party 'A' along with all assets.

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 college.

IN WITNESS WHEREOF, the Parties hereunto set their respective hands and seals on this st day of _____2025. 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: Mr. _____
Director JVP
FGEHA, Islamabad

For and on behalf of Party B
NAME: Mr. _____
Chief Executive Officer
M/s _____Limited

Signature:

Signature:

In the presence of:

Witness:

Witness:

NAME: Director (Staff), FGEHA	NAME: CNIC No.
Signature:	Signature:

LOCATION PLAN OF COLLEGE, SECTOR G-14/2, ISLAMABAD



