



**REQUEST FOR PROPOSALS FOR HIRING OF TRANSACTION ADVISORS FOR SWO ASSET OPTIMIZATION AND
PARTNERSHIP INITIATIVE**

**RESPONSES TO QUERIES DOCUMENT
VOLUME II**

IMPORTANT NOTICE / DISCLAIMER

This Response to Queries Document Volume II (this **Response Document**) is further to the Request for Proposal (consisting of the Request for Proposal and Draft Consultancy Agreement issued on 28th February, 2025) and the first Response to Queries Document (the **RFP Documents**) in respect of the bidding process relating to hiring a consultancy firm / consortium for Transaction Advisory Services for SWO Asset Optimization and Partnership Initiative (the **Project**).

This Response Document is being circulated by the Staff Welfare Organization (SWO), solely for use by the recipients in preparing and submitting their Bids for participation in the competitive bidding process in relation to the Project. Upon signing of the Consultancy Agreement for the Project, the Consultancy Agreement will be the final and binding document and any responses set out in this Response Document will not have any effect or be sued for interpretation.

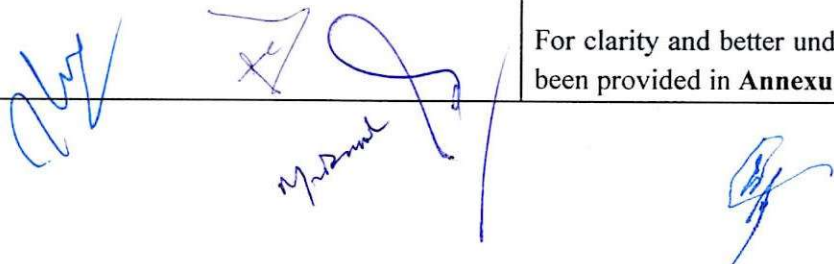
This Response Document is not an agreement; its sole purpose is to provide interested parties with information that may be useful to them in making their offers (bids/proposals) pursuant to the RFP Documents. Neither the SWO nor its employees, personnel, agents, consultants, advisors and contractors etc., shall have any liability for this Response Document or for any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of the Project. Neither these entities nor their employees, personnel, agents, consultants, advisors and contractors etc., will be liable in any manner whatsoever to reimburse or compensate the recipient for any costs, fees, damages or expenses incurred by the recipient in evaluating or acting upon this Response Document or otherwise in connection with the Project. SWO expressly disavow any obligation or duty (whether in contract, tort or otherwise) to any Bidder.

[Handwritten signatures and initials in blue ink]

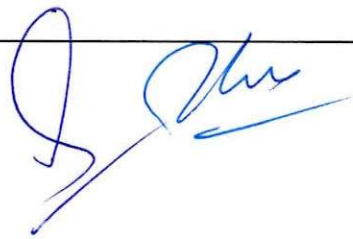
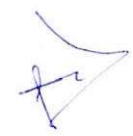
Responses on Queries of Consultants- Volume II

As per the original Request for Proposal (RFP), interested bidders were required to submit their clarification requests on or before the pre-bid meeting. All queries received within the stipulated timeframe were duly addressed. Recently, additional clarification requests have been received. To ensure a strong bidder response and competitive process, certain queries require further clarification. Accordingly, the following are the responses to the queries raised via email regarding the RFP Documents issued by SWO for the referenced project.

No.	Query / Clarification	Response
1.	<p>Section 4.2: Form FIN2 Summary of Costs: The scope of RFP encompasses 45 properties across Pakistan. Further, the payment for phase II is linked to the successful completion of deliverables for the overall engagement. However, based on our understanding there is an increased likelihood that the project deliverables cannot be completed for all the identified properties.</p> <p>Therefore, it is suggested that price quotations in the RFP and payment provisions in the contract be modified for allowing proportionate payments to consultants.</p>	<p>The concern has been addressed as follows:</p> <p>Upon completion of the feasibility study (Phase I) as outlined in Section 2.27 (Schedule of Deliverables), in case it is decided to split the Project into multiple PPP procurements (Sub-Projects), the fee structure for the remaining phases (Phase II and Phase III, collectively referred to as the "Remaining Phases") will be adjusted without impacting the total quoted fee. The distribution of the fee for the Remaining Phases across the Sub-Projects may be:</p> <ul style="list-style-type: none"> ▪ Evenly divided among the Sub-Projects, or ▪ Proportionally allocated based on the number of assets/properties being launched under each Sub-Project, or ▪ Mutually agreed upon between the Procuring Agency and the Consultant at the initiation of the Remaining Phases <p>With this provision, the Consultant's fee for the Remaining Phases may be disbursed based on the achievement of milestones specific to each Sub-Project, independently of the completion of the same milestone in other Sub-Project(s).</p> <p>For clarity and better understanding, a hypothetical case has been provided in Annexure-A as an illustration.</p>



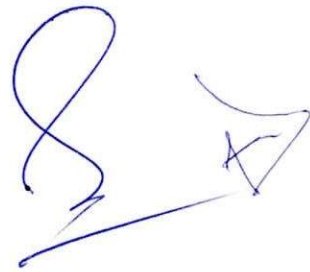
No.	Query / Clarification	Response
2.	<p>Clause 13 of the contract: Indemnification: As per the indemnification on clause, the consultant agrees to indemnify the Client against the identified proceedings etc. However, no similar indemnity cover is being provided to the Consultant from the Client. Therefore, we suggest inclusion of equivalent indemnity from indemnity cover is being provided to the Consultant from the Client.</p>	Request not accepted.
3.	<p>There is no clause on the limitation on damages liability of the Consultant. We suggest inclusion of limitation on damages liability in the proposed contract. The suggested provision is,</p> <p><i>"the Client agrees that firm, its partners, principals, and employees shall not be liable to Client for any actions, damages, claims, liabilities, costs expenses, or losses in any way arising out of or relating to the services performed hereunder for an aggregate amount in excess of the fees paid by Client to Consultant firm under this engagement. In no event shall firm, its partners, principals, or employees be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). In furtherance and not in limitation of the foregoing, firm will not be liable in respect of any decisions made by Client as a result of the performance by firm of its services hereunder. The provisions of this Paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence), or otherwise".</i></p>	Request not accepted.
4.	<p>As per clause 2.2 (c) the client payment shall be made within forty five (45) days of the invoiced amount. We suggest that the payments are made within fifteen (15) days from the date of the invoice.</p>	<p>The 45-day payment period has been established to accommodate the necessary approval and processing procedures. Therefore, it cannot be reduced.</p> <p>Request not accepted.</p>
5.	<p>Further, no clause detailing the responsibilities of the Client are made in the contract. We suggest a separate Responsibilities of the Client are included in the proposed contract draft.</p>	Request not accepted.



No.	Query / Clarification	Response
6.	<p>As per clause 2.26.2, "In case of Consortium, it is expected that the lead partner would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the consortium". It is suggested that in case of a consortium, all parties should be able to invoice directly to the Client and the lead partner may compile these on behalf of the consortium. Accordingly, all parties of the consortium should incur their liabilities separately.</p>	<p>Please refer to Clause 2.2 (f) of the draft of the Agreement for Consultancy Services. This is already catered to.</p>
7.	<p>As per clause 5.3.1.2 (a), detailed assessment of the current state of SWO's assets, including community centres, vocational training centres, holiday homes, women's hostels, and other hospitality/recreational infrastructure will be conducted. We understand that the following note does not require a property valuation assessment. Please confirm/clarify.</p>	<p>Property valuation assessment is not included in the scope of the Consultant.</p>
8.	<p>As per clause 5.3.1.2 (c) Conduct market research to determine the demand for the modernized infrastructure of community centres, vocational training centres, holiday homes, women's hostels, and other hospitality/recreational infrastructure which may be catered by the assets of SWO.</p> <p>We understand that the following note does not require a primary market research/ survey function. Please confirm/ clarify.</p>	<p>Primary market research is an essential component of the feasibility study and the consultants are required to carry it out as part of their market research activities. The market research may include but not limited to site visits and physical assessment, stakeholder engagement and surveys, demand and market analysis, competitive landscape and benchmarking, recommended business models & utilization strategy, etc.</p>
9.	<p>As per 5.3.1.2 g) Carryout the initial environment examination (IEE) of the project considering all aspects of environment as per procedures of national guidelines.</p> <p>h) Carryout certain tests to certify that the available land or developed structure is fit to be used for the project including but not limited to topographic survey, soil investigation and geo-technical investigation of Project site. Provide details of accessibility to proposed project site, to facilitate the best arrangement for the general public and investors.</p> <p>We understand that IEE/ tests will be provided by the Client and the Consultant will be required to review IEE/ test result aspects. Please confirm/ clarify.</p>	<p>The following provisions stand revised as follows:</p> <p><i>5.3.1.2 g) Carryout the initial environment examination (IEE) of the project considering all aspects of environment as per procedures of national guidelines (as may be applicable and needed).</i></p> <p><i>h) Carryout certain tests to certify that the available land or developed structure is fit to be used for the project including but not limited to topographic survey, soil investigation and geo technical investigation of Project site. Provide details of accessibility to proposed project site, to facilitate the best arrangement for the general public and investors (as may be applicable and needed).</i></p>

No.	Query / Clarification	Response
10.	-	It is to be noted by the Bidders that the timeline for Schedule of Deliverables is from signing of Consultancy Services Agreement for each deliverable. Execution of the agreement beyond Phase-I shall be contingent upon the viability of the Project and competent authority's approval of the partnership initiatives proposed by the selected bidder.



M. Prasad

Annexure – A

As an illustration, a hypothetical case (the Case) has been developed to demonstrate the distribution of the fee for the Remaining Phases across the Sub-Projects. The assumptions for the Case are as follows:

- a. A total of 40 assets/properties have been identified for procurement under the PPP model.
- b. The Project has been divided into two Sub-Projects, with Sub-Project 1 and Sub-Project 2 comprising 24 and 16 assets/properties, respectively.
- c. It has been mutually agreed between the Procuring Agency and the Consultant that the fee for the Remaining Phases will be distributed proportionally based on the number of assets/properties allocated to each Sub-Project.
- d. The Consultant has quoted a total fee of Rs. 100.

Fee Distribution	Original Bid	Revised Fee Schedule		
		Sub-Project 1	Sub-Project 2	Total
Phase 1 - Feasibility Study	45	45		45
Phase 2 - Transaction Advisory	35	21	14	35
Phase-3: Transaction Negotiation and Financial Closure	20	12	8	20
Total Fee	100			100



