



STAFF WELFARE ORGANIZATION (SWO)

SWO Asset Optimization and Partnership Initiative under PPP Mode

REQUEST FOR PROPOSAL

February 2025



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SECTION 1: INVITATION LETTER

Dear Sir/Madam,

Subject: SWO Asset Optimization and Partnership Initiative under PPP Mode

This Request for Proposal (RFP) is issued by the Staff Welfare Organization (SWO), an attached department of the Establishment Division, Government of Pakistan. SWO invites "Technical and Financial Proposals" for SWO Asset Optimization and Partnership Initiative under PPP Mode.

The objectives of the assignment include:

- a. **Enhancing Service Delivery:** Modernize SWO's facilities, ensuring upgraded and cost-effective services for Federal Government Employees (FGEs) and for general public as well.
- b. **Maximize Asset Utilization:** Enhance the value and productivity of underutilized or surplus SWO assets through strategic partnerships with the private sector.
- c. **Financial Sustainability:** Develop consistent and increased revenue streams through optimal utilization of SWO-owned properties by leveraging private sector expertise and investment, reducing dependency on government funding.
- d. **Innovation and Operational Efficiency:** Foster innovative solutions and modern technologies in the development and management of SWO assets to minimize costs, ensuring operational excellence and to meet current and future demands.
- e. **Risk Sharing:** Distribute financial, operational and market risks between SWO and private partner, reducing the burden on public resources.
- f. **Enhance Public Accessibility:** Improve public access to quality facilities and services through effective and efficient management of SWO assets.
- g. **Sustainable Development:** Align asset development and operations with sustainable practices to ensure environmental and social responsibility.
- h. **Public-Private Collaboration:** Engage with private partners to modernize SWO's infrastructure while maintaining its core welfare mission.
- i. **Socio-Economic Impact:** Create value for FGEs and their dependents by offering advanced vocational, recreational, and residential service

Prospective bidders/firms/consortiums encourage to acquaint fully with the Assignment and local conditions before submitting their Bid(s), by sending written queries to the Procuring Agency, if any. Please note that no cost of any such visit or queries shall be reimbursable.

A firm/consortium will be selected under the Quality and Cost Based Selection Method (QCBS) described in RFP, as per the Public Procurement Rules 2004 (PP Rules). It is, therefore, recommended that the participants thoroughly examine the applicable laws to understand the nature of their possible relationship with the client and the rules governing this relationship. RFP includes the following documents:

Section 1: Letter of Invitation

Section 2: Instructions to Consultants (including Data Sheet)



Section 3: Technical Proposal - Standard Forms
Section 4: Financial Proposal - Standard Forms
Section 5: Terms of Reference
Section 6: Evaluation Criteria and Scoring System
Section 8: Affidavit
Section 9: Power of Attorney
Appendix-I: List of Properties
Appendix-II: Draft Consultancy Contract

Yours sincerely,
Director (Admin & Finance)
Staff Welfare Organisation (SWO)



SECTION 2: INSTRUCTIONS TO CONSULTANTS

2.1 Definition

All capitalized terms not defined herein shall have the meaning set forth in the Consultancy Services Contract.

Applicable Laws	Means all applicable federal, provincial and local laws, promulgated or brought into force and effect in Pakistan, as the case may be, including regulations and rules made thereunder, and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect during the subsistence of the Assignment;
Assignment	Shall have the meaning set out in the Invitation Letter.
Bid(s) / Proposal(s)	Any and all proposals and bids submitted by the Consultants as a response to this RFP that are prepared and submitted in accordance with this RFP and are in compliance of the same. The Bids shall include Technical Proposal and the Financial Proposal
Bidder	An enterprise or Consortium which submits a Proposal in response to this RFP.
Bid Price	Final price quoted by Bidder in the Financial Proposal should only be in Pakistani Rupees, including all costs and taxes.
Business Day	Any day other than Saturday and Sunday or public holiday in the Islamic Republic of Pakistan during which banks in Pakistan are generally open for business.
Bid Security	The security deposit to be made by a Bidder in the form of a financial guarantee, pay order or bank draft issued by a scheduled commercial bank operating in Pakistan acceptable to the government authority (with a minimum rating of 'A-' by JCR VIS or an equivalent rating by PACRA or any other creditable credit rating agency) in the amounts and conditions specified in Section 2.17.
Bid Validity Period	Period of 90 days starting from Submission Deadline.
Consortium	A Bidder comprised of a group of three or more enterprises formed to submit a Proposal. The Consortium shall not be an association of more than five (5) firms. A Consortium should be comprised of at least three members including a financial advisory firm (Lead Member), legal advisory firm and a technical/engineering advisory firm.
Consultancy Agreement	The contract to be executed after the completion of the competitive bidding procedure between the Procuring Agency and the Preferred Bidder.
Consultant Transaction Advisor	/ A professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical



	assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, management firms, procurement agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals.
Data Sheet	Such part of the instructions to Bidders that is used to reflect specific assignment conditions.
Day	Calendar day including holiday.
Feasibility Study	Technical, Social, Environmental, Legal, Financial, and Socio-Economic feasibility study for the Project.
Financial Close	The stage where all loan agreements are executed with the lenders and equity is arranged by the special purpose vehicle / company (SPV) of the private party (successful bidder for implementation of the Project). The complete funding required to implement the Project is arranged at financial close with fully satisfaction of conditions of a financing agreement for loan disbursement.
Government	The Government of Pakistan
Instructions to Bidders	(Section 2 of the RFP) Means a document that provides Bidders with all the necessary information to prepare their proposals.
Key Professional Staff	Means the professionals assigned by the Consultant / Bidder to undertake assignment as listed under the Evaluation Criteria and Scoring System.
Lead Member	In case of a Consortium, the firm leading the overall Assignment. In such cases, the Lead Member shall be the financial consultancy firm.
Preferred Bidder	The successful Bidder that will be selected by the Procuring Agency.
Procuring Agency	Staff Welfare Organization (SWO)- An Attached Department of the Establishment Division, Government of Pakistan
Project	Portfolio Review and Strategic Development of SWO's Assets
Submission Deadline	The deadline for submitting their plan as given in the Data Sheet.
Request for Proposal / RFP	This document, the Request for Proposal prepared by the Procuring Agency with the Assistance of P3 Authority for the selection of consultants.
PP Rules	Public Procurement Rules 2004, amended from time to time.



Terms of Reference	(TOR) The document included as Section 5 in the RFP explaining the objectives, scope of work, operations, and tasks to be done, respective roles of the Procuring Agency and the Consultant, and expected results and deliverable of the assignment.
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2.2 INTRODUCTION

- 2.2.1 The Procuring Agency named in the Data Sheet will select a consulting firm/organization (the Consultant) in accordance with the method of selection specified in the Data Sheet.
- 2.2.2 The Bidders are invited to submit a Technical Proposal and a Financial Proposal as specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Consultancy Agreement with the Preferred Bidder.
- 2.2.3 Bidders should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Bidders may liaise with Procuring Agency's representative named in the Data Sheet for gaining better insight into the Assignment.
- 2.2.4 Bidders shall bear all costs associated with the preparation and submission of their Proposals and contract negotiation, if any. The Procuring Agency reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Bidders in line with PP Rules.
- 2.2.5 While submitting the Technical Proposal, the composition of the proposed team and task assignment to individual personnel shall be clearly stated.
- 2.2.6 If a firm as a consortium is qualified/selected on the strength of experience of a foreign company, requisite key personnel from that foreign company shall be fielded.
- 2.2.7 In case a firm is proposing Key Professional Staff from educational/research institutions, a 'No Objection Certificate' from the concerned institution shall be enclosed with the CV of such person.

2.3 Bidding Process Timetable

ACTIVITY	DATE
Issuance of RFP	28 th February 2025
Clarifications / Comments Request Deadline	7 th March 2025
Pre-Bid Conference	7 th March 2025
Response to Questions Document Issuance	11 th March 2025
Bids Submission Deadline	21 st March 2025

2.4 Conflict of Interest

- 2.4.1 Bidders are required to provide professional, objective, and impartial advice and holding the Procuring Agency interest paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Agency, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its contract, as the case may be.
- 2.4.2 Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:



- i. A Bidder that has been engaged by the Procuring Agency to provide goods, works or services other than consulting services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.
- ii. A Bidder (including its Consortium members) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Bidder to be executed for the same or for another Procuring Agency.
- iii. A Bidder (including its Consortium members) that has a business or family relationship with a member of the Procuring Agency's staff or members of the procuring committee, who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Consultancy Agreement, may not be awarded a contract, unless the conflict stemming from this relationship has been resolved.

2.5 Engagement of Government Officials

2.5.1 Government officials and civil servants may be hired as Consultants only if:

- i. They are on leave of absence without pay;
- ii. They are not being hired by the agency they were working for, six months prior to going on leave; and
- iii. Their employment would not give rise to any conflict of interest.

2.6 Integrity Pact

2.6.1 It is Government's policy that Consultants under the contract(s), observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Agency follows the provisions in PP Rules which defines:

"Corrupt practices" which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

"Fraudulent practices" which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation"

2.6.2 Pursuant to Rule 7 of PP Rules, Bidder undertakes to sign an Integrity pact in accordance with prescribed format attached (Section 7).

2.7 Procurement Method

2.7.1 The procurement would follow single stage two envelopes method. The Original Bid shall comprise a single sealed package containing two separate sealed envelopes. Each envelope shall contain separately the financial proposal and the technical proposal.

2.7.2 The procurement would take place through EPADS.

2.8 Only One Proposal



- 2.8.1 Bidders may only submit one Proposal. If a Bidder submits or participates in more than one Proposals, such Bids shall be disqualified. Participation of the same sub-consultant, including individual experts, in more than one Bid is not allowed.

2.9 Bid Validity

- 2.9.1 The Data Sheet indicates Bid Validity Period. During this period, Bidders shall maintain the availability of Key Professional Staff nominated in the Proposal. The Procuring Agency will make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Agency may request Bidders to extend the validity period of their Proposals. Bidders who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Bidders may submit new staff in replacement, who would be considered in the final evaluation for contract award. Bidders who do not agree have the right to refuse to extend the validity of their Proposals.
- 2.9.2 Bidders shall submit required Bid Security in the required form, along with Financial Proposal defined in the Data Sheet. Bid Security shall be returned to the unsuccessful bidders once the Consultancy Agreement has been signed with the Preferred Bidder or the validity period has expired. The Bidder shall provide the Bid Security in accordance with the PP Rules acceptable to the Procuring Agency. The Bid shall be summarily rejected if it is not accompanied with the Bid Security.

2.10 Clarification and Amendment in RFP Documents

- 2.10.1 Bidders may request for a clarification of contents of the RFP and Draft Consultancy Contract in writing by the date mentioned in the Data Sheet, and Procuring Agency shall respond to such queries by the date mentioned in the Data Sheet, provided they are received at least on the date of the Pre-Bid Conference. The Procuring Agency shall communicate such response to all parties who have obtained RFP document without identifying the source of inquiry. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarifications, it shall do so, at its sole discretion.
- 2.10.2 At any time before the submission of Proposals, the Procuring Agency may amend the RFP by issuing an addendum/ corrigendum in writing. The addendum shall be sent to all Bidders (or uploaded on website of Public Procurement Regulatory Authority (PPRA) and/or Procuring Agency) and will be binding on them. To give Bidders reasonable time in which to take an amendment into account in their Proposals the Procuring Agency may, if the amendment is substantial, extend the Submission Deadline.

2.11 Preparation of Proposals

- 2.11.1 In preparing their Proposal, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies (deviation from scope, experience and qualification of personnel) in providing the information requested may result in rejection of a Proposal.
- 2.11.2 The Proposal must be prepared in two separate parts, each to be contained in a separate cover as follows:

Cover 1: Technical Proposal
Cover 2: Financial Proposal



2.12 Language

- 2.12.1 The Proposal as well as all related correspondence exchanged by the Bidders and the Procuring Agency shall be written in English. However, it is desirable that the firm's personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.

2.13 Technical Proposal Format and Content

- 2.13.1 While preparing the Technical Proposal, Bidders must give particular attention to the following:
- i. It is desirable that majority of the Key Professional Staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
 - ii. Key Professional Staff who are not employees of the Bidder must certify 14(b) of Form Tech-6 and sign the CV with no amendments or changes thereto.
 - iii. Proposed Key Professional Staff must, at a minimum, have the experience indicated in the Evaluation Criteria as given in Section 6, preferably working under similar geographical condition.
 - iv. Alternative Key Professional Staff shall not be proposed, and only one curriculum vitae (CV) shall be submitted for each position.
- 2.13.2 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):
- i. A brief description of the consultant organization and an outline of recent experience on assignments (Form Tech-2) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.
 - ii. Any comments or suggestions on the Terms of Reference and on the data and facilities to be provided by the Procuring Agency (Form Tech-3).
 - iii. A detailed description of the proposed methodology, work plan for performing the assignment, staffing (Form Tech-4).
 - iv. The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Form Tech-5).
 - v. CVs recently signed by the proposed Key Professional Staff and the authorized representative submitting the Proposal (Form Tech-6). Key information should include number of years working for the consultant and degree of responsibility held in various assignments.
 - vi. Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Form Tech-7 and Form Tech-8).
 - vii. Any additional information requested in the Data Sheet.

The Technical Proposal shall not include any financial information.



2.14 Financial Proposal

- 2.14.1 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the Assignment. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

2.15 Taxes

- 2.15.1 The Consultant will be subject to all applicable taxes including stamp duty and service charges at prevailing rates unless exempted by relevant tax authority.

2.16 Submission, Receipt, and Opening of Proposals

- 2.16.1 Proposals shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4 and shall be signed by the authorized representative of the Consultants or Lead Member in case of Consortium. All pages of the original Technical and Financial Proposals shall be numbered in ascending order, be initialed and stamped by an authorized representative of the Consultants or Lead Member in case of Consortium. In each case, the authorization (of authorized representative) shall be in the form of a duly notarized power of attorney accompanying the Proposal in the form provided in Section 9.
- 2.16.2 All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 2.16.3 The Technical Proposal shall be submitted, in triplicate (one original and two copies) and shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL**” Similarly, the original Financial Proposal shall be submitted, in triplicate (one original and two copies) and shall be placed in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” followed by name of the assignment, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**” If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 2.16.4 The Proposals must be sent to the address in hard indicated in the Data Sheet as well as uploaded on EPADS and received by the Procuring Agency no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any Proposal received by the Procuring Agency after the Submission Deadline shall be returned unopened. In order to avoid any delay arising from the postal or Procuring Agency’s internal dispatch workings, Consultants should ensure that Proposals to be sent through couriers should reach a day before the Submission Deadline.

2.17 Bid Security

- 2.17.1 A Bid submitted by each Bidder must be accompanied by a Bid Security in an amount of Rs. Five Hundred Thousand (Rs. 500,000), which shall remain valid for a period of at least twenty-eight (28) days beyond the original Bid Validity Period making it a total of one hundred and eighteen (118) days from the Proposal Deadline.
- 2.17.2 The Bid Security submitted by the unsuccessful Bidders shall be released to the unsuccessful Bidders upon signing of the Consultancy Agreement with the Preferred Bidder.
- 2.17.3 Any Bid not accompanied by the required Bid Security, or accompanied by a Bid Security in an amount less than the requirement mentioned in 2.17.1 or other than in the required form by this



RFP shall be, in each case, rejected by the Government as non-responsive. It is further clarified that no Bid Security in the form of insurance guarantee shall be entertained.

2.17.4 The Bid Security may be en-cashed by the Procuring Agency in the following circumstances:

a) In the case of Preferred Bidder, if it fails within the specified times to:

- Comply with the instructions laid down in the Letter of Acceptance within the time period stipulated therein;
- Sign the Consultancy Agreement within 30 days of issuance of Letter of Acceptance;

b) In case the Bid Security expires prior to the date falling twenty-eight (28) days beyond the original Bid Validity Period;

c) In case of an occurrence of Consultant's event of default in terms of the Consultancy Agreement; and / or

d) Consultant / Bidder withdraws its Bid during the Bid Validity Period;

2.18 Basic Eligibility Criteria

2.18.1 Registration with Federal Board of Revenue (FBR) or other relevant tax authority (In case of Consortium, every consortium member firm should provide a copy of registration with FBR or relevant tax authority).

2.18.2 Registration with Pakistan Engineering Council (PEC) or Pakistan Council of Architects and Town Planners (PCATP). In case of Consortium, PEC or PCATP registration of technical / engineering firm, as applicable, is required.

2.18.3 The Bidder (in case of a Consortium, all of the Members) must submit constituent documents in accordance with Applicable Laws.

2.18.4 In case of Consortium, the Consortium Agreement shall be submitted pursuant to clause 2.26.

2.18.5 The Bidder is not black listed by any department of Government of Pakistan or any provincial governments in Pakistan. An affidavit from bidder shall be signed and submitted with Technical Proposal (In case of consortium, every consortium member firm should provide affidavit) (Section 8).

2.18.6 In case of a Consortium, the Consortium should be comprised of at least three members including a financial advisory firm (Lead Member), legal advisory firm and a technical/engineering advisory firm.

2.18.7 For a Consortium to be eligible for bidding, every member of Consortium firm should place at least one (1) Key Professional Staff and at least two (2) Key Professional Staff of Lead Member firm of Consortium.

2.18.8 The relevant experience of Lead Member and other Consortium member firms is mandatory. The experience of every Consortium member firm shall be provided as given in Form Tech-2(B) along with supporting documentation in the form acceptable to Procuring Agency, for each listed experience on Form Tech-2 (B). The Procuring Agency reserves the right to verify any experience under Form Tech-2 (B) and in case of non-production of any document for verification purposes acceptable to Procuring Agency shall result in non-scoring of that particular credential.



2.19 Proposal Evaluation

- 2.19.1 The Procuring Agency shall first check the basic eligibility criteria pursuant to section 2.18 in Technical Proposal of all bids received. Any Technical Proposal not meeting basic eligibility criteria shall not be evaluated further for technical score. Such bid will stand non-compliant.
- 2.19.2 From the time the Proposals are opened to the time the contract is awarded, the Bidders should not contact the Procuring Agency on any matter related to its Technical and/or Financial Proposal. Any effort by any Bidder to influence the Procuring Agency in the examination, evaluation, ranking of Proposals, and recommendation for award of contract may result in the rejection of the Bidder's Proposal. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- 2.19.3 Quality and Cost Based Selection Method (QCBS) will be adopted in evaluating the Proposal. In the first stage a technical evaluation will be carried out. Only those Technical Proposals, which score at least 75 points out of 100, shall be considered for evaluation of Financial Proposal.

2.20 Evaluation of Technical Proposals

- 2.20.1 The Procuring Agency shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (TS). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Section 6A.
- 2.20.2 After the technical evaluation is completed, the Procuring Agency shall notify in writing, Bidders that have secured the minimum qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Qualified Bidders' attendance at the opening of Financial Proposals is mandatory. Financial Proposals of those Bidders who failed to secure minimum qualifying marks shall be returned un-opened.

2.21 Evaluation of Financial Proposals

- 2.21.1 Financial Proposals shall be opened in the presence of the technically qualified Bidders' representatives who choose to attend. The name of the Bidders and the technical scores of the Bidders shall be read aloud. The Financial Proposal of the Bidders who meet the minimum qualifying marks will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded and the Bid Security in the Financial Proposals will be checked.
- 2.21.2 The Procuring Agency will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

2.22 Negotiations

- 2.22.1 Negotiations may be held at the date and address to be communicated by the Procuring Agency. The invited Bidder will, as a pre-requisite for attendance at the negotiations, confirm availability



of all Key Professional Staff. Failure in satisfying such requirements may result in the Procuring Agency proceeding to negotiate with the next-ranked Bidder. Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate and conclude Consultancy Agreement.

2.23 Availability of Professional Staff/Experts

- 2.23.1 The consultant must submit CV for each required Key Professional Staff. Moreover, the Key Professional Staff team will be made an integral part of the Consultancy Services Contract. Having selected the Bidder on the basis of, inter alia, an evaluation of proposed Professional staff, the Procuring Agency expects to negotiate Consultancy Agreement on the basis of the professional staff named in the Proposal. Before contract negotiations, the Procuring Agency will require assurances that the professional staff will be actually available. The Procuring Agency will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that professional staff were offered in the Proposal without confirming their availability, the Bidder may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Bidder within the period of time specified in the letter of invitation to negotiate.

2.24 Award of Acceptance

- 2.24.1 After completing negotiations, the Procuring Agency shall issue Letter of Acceptance (LoA) to the Preferred Bidder and within seven days of the award of contract, Procuring Agency shall publish on the website of PPRA and on its own website, if such a website exists, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, letter of award, bill of quantity or schedule of requirement, as the case may be.
- 2.24.1 After publishing of award of contract, the Preferred Bidder is required to submit Performance Security as indicated in Data Sheet.

2.25 Confidentiality

- 2.25.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the LOA. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal.

2.26 Consortium Agreement

- 2.26.1 In case of Consortium of firms, the Proposal shall be accompanied by a certified true copy of the **Consortium Agreement**. The Consortium Agreement as applicable shall confirm the following therein:
- i. Date and place of signing;
 - ii. Purpose of consortium (must include the details of contract works for which the consortium has been invited to bid) ;
 - iii. A clear and definite description of the proposed administrative arrangements for the management and execution of the Assignment;
 - iv. Delineation of duties, responsibilities and scope of work to be undertaken by each along with resources committed by each partner/member of the Consortium for the proposed services;



- v. An undertaking that the firms are jointly and severally liable to the Procuring Agency for the performance of the services;
 - vi. Duties, responsibilities and powers of the Lead Member;
 - vii. The authorized representative of the consortium members.
- 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. For a consortium to be eligible for bidding, the experience of Lead Member and other members should be indicated.
- 2.26.3 Any alternative Proposal, such as one by a firm in sole capacity and another in Consortium with another firm or as a part of 2 or more consortiums, for the assignment will be summarily rejected. In such an event, all the Proposals submitted by such firm and its Consortium or associate shall be rejected.
- 2.26.4 The Proposal of a firm is liable to be rejected if the firm makes any false or misleading statement in the Proposal(s) without prejudice to the rights of the Procuring Agency to initiate further proceedings against the said firm(s).
- 2.26.5 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft contract agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Consultancy Agreement.
- 2.26.6 In case of any international firm(s) being part of a Consortium, the Consortium Agreement printed on Lead Member / Consultant's letter head, complying with the requirements of this section 2.26 of the RFP, duly signed by all the parties to the agreement, will be acceptable.
- 2.26.7 Furthermore, for the sake of clarity, the Consortium Agreement thus provided by Bidders, must encapsulate all the elements as mentioned in this section 2.26. The form and drafting of the Consortium Agreement is at the discretion of the Bidders, however, the substance must encapsulate all the elements mentioned in this section 2.26.



2.27 Schedule of Deliverables

	Phase-1: Feasibility Study	Timeline <i>(from signing of Consultancy Contract)</i>	Payment
1	Inception Report <i>(shall cover 5.3.1.1 of TORs)</i>	Two Weeks	-
2	Technical Feasibility Study <i>(shall cover 5.3.1.2 of TORs)</i>	4 th month	35%
3	Financial Viability Assessment Report & PPP Options Analysis Report <i>(shall cover 5.3.1.3 and 5.3.1.4 of TORs)</i>	4 th month	05%
4	Legal, Institutional and Regulatory Assessment Report <i>(shall cover 5.3.1.5 of TORs)</i>	4 th month	05%
			45%

	Phase-2: Transaction Advisory	Timeline <i>(from signing of Consultancy Contract)</i>	Payment
5	Preparation and Submission of Procurement Package <i>(shall cover 5.3.2.1 of TORs)</i>	5 th Month	20%
6	Issuance of Bid Documents and Market Sounding <i>(shall cover 5.3.2.2 and 5.3.2.3 of ToRs)</i>	6 th Month	05%
7	Submission of Bid Evaluation Report <i>(shall cover 5.3.2.4 of ToRs)</i>	9 th Month	05%
8	Issuance of Letter of Award/Acceptance <i>(shall cover 5.3.2.5 of ToRs)</i>	10 th Month	05%
			35%

	Phase-3: Transaction Negotiation and Financial Closure	Timeline <i>(from signing of Consultancy Contract)</i>	Payment
7	Transaction Negotiation & Signing of Concession Agreement <i>(shall cover 5.3.3.1 of ToRs)</i>	11 th month	5%
8	Execution of ancillary agreements and other required documents <i>(shall cover 5.3.3.2 of ToRs)</i>	12 th month	10%
9	Financial Close <i>(shall cover 5.3.3.3. of ToRs)</i>	15 th Month	5%
			20%

* The timeline is from signing of Consultancy Services Agreement for each deliverable. Execution of the agreement beyond Phase-1 shall be contingent upon the viability of the project and competent authority's approval of the partnership initiatives proposed by the selected bidder.



2.28 DATA SHEET

The following specific data shall supplement the provisions in the Document.

	Project Name	SWO Asset Optimization and Partnership Initiative
1	Address and Contact Person of Procuring Agency	Designation: Deputy Director (Admin) Address: HQs, Staff Welfare Organization, G-6, Aabpara, Islamabad Email:dd.admin@swo.gov.pk
2	Focal Person/Project Director of the Project	Designation: Director (Admin & Finance) Address: HQs, Staff Welfare Organization, G-6, Islamabad Email:dir.af@swo.gov.pk
3	Address for Submission of Bids	Director (Admin & Finance), HQs, Staff Welfare Organization, G-6, Islamabad
4	Pre-bid Meeting	Time: 11:00 A.M. Date: 11th March 2025 Address: DG Office, Staff Welfare Organization, G-6, Islamabad. Interested bidders may join pre-bid meeting also through zoom link.
5	Submission Deadline date and time	2:00 P.M Pakistan time on 21st March 2025
6	Bid Opening	2:30 P.M Pakistan time on 21st March 2025
7	Envelopes	“ORIGINAL PROPOSAL” DOCUMENTS IN TECHNICAL PROPOSAL or FINANCIAL PROPOSAL as appropriate; and, DO NOT OPEN, EXCEPT IN PRESENCE OF THE PROCURING AGENCY on outer envelope.
8	Language of Bid and correspondence	English
9	Bid Validity Period	90 days from the Submission Deadline.
10	Evaluation Criteria	Minimum 75 points for technical Proposal qualification. Refer Section 6A
11	Scoring System	Refer Section 6B



12	Method of Selection	Quality and Cost Based Selection (QCBS)
13	Bid Security	The Consultant shall deposit a bid security in original Financial Proposal of an amount of Rs. Five Hundred Thousand (500,000) in the form of Pay Order / Financial Guarantee favouring “Staff Welfare Organization”, which shall remain valid for a period of 28 days beyond the Bid Validity Period, in order to provide the Procuring Agency reasonable time to act, if the security is to be called. The Bid Security shall be made from a scheduled bank with a minimum credit rating of ‘A-‘.
16	Tax Liability	The Procuring Agency shall only deduct income tax on services. Bidders has to assess all other applicable taxes while quoting the Bid Price in the Financial Proposal.



SECTION 3: TECHNICAL PROPOSAL – STANDARD FORMS

[Comments in brackets [] provide guidance to the Consultants for the preparation of their Technical Proposals; they should be deleted from the Technical Proposals to be submitted.]

Form TECH-1. Technical Proposal Submission Form

Form TECH-2. Consultant's Organization and Experience
A – Consultant's Organization
B – Consultant's Experience

Form TECH-3. Comments and Suggestions on the Terms of Reference

Form TECH-4. Description of Approach, Methodology and Work Plan for Performing the Assignment

Form TECH-5. Team Composition and Task Assignment

Form TECH-6. Curriculum Vitae (CV) for proposed Key Professional Staff

Form TECH-7. Staffing Schedule

Form TECH-8. Work Schedule



3.1 FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

Director (Admin & Finance)
Staff Welfare Organisation (SWO)
G-6, Aabpara, Islamabad

Dear Sir:

We, the undersigned, offer to provide the consulting services for SWO Asset Optimization and Partnership Initiative' under PPP Mode, and provision of transaction advisory services in accordance with your Request for Proposal dated [] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: *[Insert a list with full name and address of each associated Consultant]*

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We undertake, if our Bid is accepted, to initiate the consulting services related to the Assignment not later than the date indicated in the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We remain,
Yours sincerely,

Authorized Signature *[In full and initials]*: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____



3.2 FORM TECH-2. CONSULTANT'S ORGANIZATION AND EXPERIENCE

A – Consultant's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]



B – Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually or as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.]

Assignment Name:	Firm/Consortium Member which has performed the Assignment	
Country :	Professional Staff Provided by your firm	
Location within Country :		
Name of Client :	No. of Staff :	
Authorized Representative: (Name & Designation)		
Telephone:		
Email:		
Address :	No. of Staff Months :	
Start Date (Month / Year)	Completion Date (Month / Year)	Approx. Value of Services : (in current PKR) :
		Estimated / Actual Project Cost :
Name of Association Firm(s) if any :	No. of Months of Professional Staff provided by Associated Firm(s)	
Name of Senior Staff (Project Director / Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project :		
Description of actual services provided by your staff within the assignment:		

Firm's Name: _____



3.3 FORM TECH-3. COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE

On the Terms of Reference (TORs)

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

1.

2.

3.

4.

5.

..

..



3.4 FORM TECH-4.

A: UNDERSTANDING OF THE ASSIGNMENT

B: APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

A: UNDERSTANDING OF THE ASSIGNMENT

(Note that, 'Understanding of the Assignment' presented by any Bidder in its Technical Proposal, shall not be more than 2,000 words.)

B: APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

The approach and methodology will be detailed precisely under the following topics.

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- 1) **Technical Approach and Methodology.** In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*
- 2) **Work Plan.** In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Agency), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TORs and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form-VIII.*
- 3) **Organization and Staffing.** In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]*

(Note that, 'Proposed Methodology' presented by any Bidder in its Technical Proposal, shall not be more than 5,000 words.)



3.5 FORM TECH-5. TEAM COMPOSITION AND TASK ASSIGNMENT

I. Professional Staff					
S. No	Name	Firm	Area of expertise	Position	Task Assignment
1					
2					
3					
4					
..					
...					



3.6 FORM TECH-6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. **Proposed Position** [only one candidate shall be nominated for each position]: _____
2. **Name of Firm** [Insert name of firm proposing the staff]: _____
3. **Name of Staff** [insert full name]: _____
4. **Date of Birth:** _____
5. **Nationality:** _____
6. **Educational Qualification:** [Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained]: _____
7. **Membership of Professional Societies:** _____
8. **Other Training** [indicate significant training since degrees under 6 –Education was obtained]: _____
9. **Countries of Work Experience:** [list countries where staff has worked]: _____
10. **Languages** [for each language indicate proficiency: good, fair, or poor in speaking, reading and writing]: _____

11. Employment Record:

[Starting with present position, list in reversed order, every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, position held]:

From [Year]: _____ To [Year]: _____ Employer: _____ Position held: _____

12. Detailed Tasks Assigned [List all tasks to be performed under this assignment]:

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 12]:

Name of assignment or project: _____

Year: _____

Location: _____

Line Department: _____

Main project features: _____

Positions held: _____

Activities performed: _____

14. Certification:

- a. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualification and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

If the CV is signed by the staff not currently an employee of the Bidder, insert:

- b. I certify that I have been informed by the Bidder that it is including my CV in the Proposal for the [insert name of project and contract]. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.

[Signature of staff member or authorized representative of the staff] Date: _____
Day/Month/Year



Full name of authorized representative: _____



3.7 FORM TECH-7. STAFFING SCHEDULE

Months (in the Form of Bar Chart)

S. No.	Name	Position	Report Due/ Activities	Months										Number of Months
1														Sub Total (1)
2														Sub Total (2)
3														Sub Total (3)
4														Sub Total (4)
...														
....														

Part Time :



3.8 FORM TECH-8. WORK SCHEDULE

S.No	Activity ¹	Months												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
N														

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g. inception, interim, and final reports), and other benchmarks such as Procuring Agency approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.



SECTION 4: FINANCIAL PROPOSAL – STANDARD FORMS

[Comments in brackets [] provide guidance to the Consultants for the preparation of their Financial Proposals; they should be deleted from the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Section 2. Such Forms are to be used as per the selection method.

- Form FIN-1. Financial Proposal Submission Form
- Form FIN-2. Summary of Costs



4.1 FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

Director (Admin & Finance)
Staff Welfare Organisation (SWO),
HQs, G-6, Aabpara,
Islamabad

Subject: Request for Proposal of Transaction Advisory Services for SWO Asset Optimization and Partnership Initiative under PPP Mode

Dear Sirs:

We, the undersigned, offer to provide the consulting services for SWO Asset Optimization and Partnership Initiative under PPP Mode, in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹].

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in the Data Sheet.

Yours faithfully,

Authorized Signature [*In full and initials*] _____
Name and Title of Signatory _____
Name of Firm _____
Address _____

[*The Financial Proposal is to be filled strictly as per the format given in RFP.*]

¹ Amounts must coincide with the ones indicated under Total Cost of Financial Proposal in Form FIN-2.



4.2 FORM FIN-2 SUMMARY OF COSTS (in Local Currency PKR)

Description	Percentage (%)	Amount (in Rs)
Phase I: Feasibility Study	45%	
Inception Report	-	
Technical Feasibility Study	35%	
Financial Viability Assessment & PPP Options Analysis Report	05%	
Legal, Institutional and Regulatory Assessment Report	05%	
Phase II: Transaction Advisory	35%	
Preparation and Submission of Procurement Package	20%	
Issuance of Bid Documents and Market Sounding	05%	
Submission of Bid Evaluation Report	05%	
Issuance of Letter of Award/Acceptance	05%	
Phase III: Transaction Negotiation & Financial Close		
Transaction Negotiation & Signing of Concession Agreement	20%	
Execution of ancillary agreements and other documents	05%	
Financial Close	10%	
	05%	
Total Costs inclusive of all applicable taxes	100%	

Note:

- i. Total Costs inclusive of taxes shall be considered for financial evaluation
- ii. No escalation shall be payable during the services



SECTION 5: TERMS OF REFERENCE

5.1 Project Background

The SWO Asset Optimization and Partnership Initiative under PPP Mode is an ambitious initiative undertaken by the Staff Welfare Organization (SWO), a key department under the Establishment Division of the Government of Pakistan. SWO's mission is to enhance the socio-economic well-being of Federal Government Employees (FGEs) and their dependents through community-centred welfare programs.

Over the years, SWO has accumulated a diverse portfolio of assets, including community centres, vocational training centres, holiday homes, women's hostels and other hospitality/recreational infrastructure. Despite their potential, many of these facilities face operational inefficiencies, underutilization, and financial constraints, preventing them from delivering optimal benefits to FGEs and to the society. A complete list of properties is attached at **Appendix I**.

The increasing demand for modernized welfare services, coupled with limited public funding, has prompted SWO to explore innovative ways to enhance the utility and sustainability of its assets. By leveraging Public-Private Partnerships (PPP), SWO aims to modernize its facilities, improve service delivery, and secure sustainable revenue streams to support its welfare mission.

This initiative represents an opportunity to transform SWO's infrastructure into self-sustaining assets that cater to FGEs' and societies' evolving needs while promoting operational efficiency.

5.2 The Assignment

The preferred bidder shall be required to conduct Feasibility Study and Transaction Advisory Services for the Project.

5.3 Terms of Reference

At any stage, the legal counsel, technical member(s) and financial member of the Consortium of the Consultant shall furnish legal, technical and financial opinion respectively as and when required by the Procuring Agency on any matter / document / agreement with regards to the Project. In case of a Consortium, the Lead Member is directly responsible for the internal coordination of the members of the Consortium.

5.3.1 Phase 1: Feasibility Study shall include but not limited to the following components:

5.3.1.1 Inception Report

Provides a detailed layout of work approach to the Project. The report will clearly articulate overall requirements of the Project with respect to the proposed methodology, detailed program of work, progress updates methodology and any additional requirements. It will clearly articulate the project's main goals along with the activities planned to meet those goals.

5.3.1.2 Technical Feasibility Study

Perform the feasibility study for the Project and submit the feasibility study report which shall include but not be limited to the following:

- Conduct 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.
- Evaluate the operational efficiency, utilization rates, and financial performance of these assets. Identify key challenges, operational inefficiencies and underutilized potential of the assets.



- 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
- d) Develop a comprehensive plan for the modernization of SWO's assets, focusing on improving service delivery and operational efficiency. Propose upgrades and renovations necessary to meet modern standards and requirements.
- e) Incorporate sustainability practices into the modernization plan, focusing on energy efficiency, waste management, and environmental impact reduction. Propose strategies to ensure the long-term sustainability of the assets.
- f) Develop a strategy for engaging stakeholders, including FGEs, private sector partners and other potential users of the assets of SWO. Facilitate workshops or consultations to gather input and feedback from key stakeholders.
- g) Carryout the initial environment examination (IEE) of the project considering all aspects of environment as per procedures of national guidelines
- 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
- i) Socio Economic Assessment
- j) Utilities requirements assessment and sourcing options
- k) Assess gender and work place safety and security related risks; and prepare safeguard diligence report including measures to avoid, minimize and mitigate adverse social impacts
- l) Assessing the nature of the local skill base and regional skill base to design the best business and operational model for the tower?
- m) Devise standard operating procedures to be followed by the private party/ concessionaire to run the Project
- n) Develop engineering estimates for development work (all components/infrastructure mentioned in feasibility study conducted by external consultants) based on the detailed survey?

Note: *The Transaction Advisors would be responsible to undertake all related surveys needed for preparation of feasibility study report.*

5.3.1.3 Financial Viability Assessment Report

- a) Develop financial model of the Project covering the projected revenues, construction/development and Operations & Maintenance (O&M) cost estimates over the life of the Project. O&M costs should be distinguished as direct / indirect costs and fixed and variable costs and breakeven analysis shall be performed;
- b) Sensitivity analysis to changes in key assumptions and parameters for a commonly set of scenarios
- c) Prepare a list of fiscal incentives and/or contingent support that may be provided to developer and users of the facility.
- d) Operating revenues with the underlying data such as demand forecasts and user charges
- e) Funding levels required and types such as equity, loans and subsidies or types of Islamic financing if applicable
- f) The outputs of the results of the financial model should clearly demonstrate the impact of different assumptions on the project's cash flow. The results to be presented in the form of the following financial indicators:
 - i. Project internal rate of return (IRR) and equity IRR
 - ii. Return on equity



- iii. Annual debt service cover ratio

5.3.1.4 PPP Options Analysis Report

- a) List all possible PPP options available for the development of a real estate development (such as lease, real estate investment trust, PPPs etc.).
- b) Evaluate the advantages and disadvantages of each option, together with its risks, benefits and potential impacts
- c) Assess which options are likely to attract private sector investment, and
- d) Recommend the preferred option
- e) For each of the PPP Option listed, perform the following tasks:
 - i. Prepare a viable transaction structure for implementation of the Project;
 - ii. A Cost Benefits Analysis (CBA) outlining economic efficiencies of the project and a Value for Money (VfM) analysis based on public sector comparator model;
 - iii. Impact on the financial and commercial viability, financial model and transaction structuring;
 - iv. Identify possible Government support may be required by developer, both financial and other
 - v. Identify the project risks and develop risk matrix.

5.3.1.5 Legal, Institutional and Regulatory Assessment Report

- a) What laws, rules, regulations will be involved in the project implementation?
- b) What are the implications and legal aspects of the project including all possible legal impediments and legal matters related to land
- c) What kind of necessary approvals are required for establishing the project?
- d) Prepare draft bill, rules and regulations for the project, or trust documents, if required.
- e) Develop a time line of approvals required at various stages.

5.3.2 Phase 2: Transaction Advisory shall include but not limited to the following components:

5.3.2.1 Preparation and Submission of Procurement Package

- a) Prepare Notice for Pre-qualifications, pre-qualification criteria, pre-qualification document, request for proposal (the RFP) documents, and relevant project agreements (as per applicable standards) including Concession Agreement and project information memorandum (if required) for bidders;
- b) Presentation of feasibility study outcomes and proposed project structure for necessary approvals.

5.3.2.2 Issuance of Bid Documents

- a) Presentation of project bidding documents for necessary approvals.
- b) Issuance of bidding documents including EOI, pre-qualification document, RFP, draft concession agreement and project information memorandum to bidders pursuant to PPRA rules.

5.3.2.3 Market Sounding

- a) Sensitize potential investors, operators and financiers for the project and seek their feedback for incorporation in the project structure;
- b) Seek investor interest and feedback on project prior to launch of official solicitation;
- c) Assist the Procuring Agency to establish a data room which will include all the relevant documents and information on the project for investor due diligence.



5.3.2.4 Submission of Bid Evaluation Report

- a) Assist the Procuring Agency to invite proposals from the pre-qualified bidders and handle queries, if any received in response to the RFP, of the pre-qualified bidders by attending pre-bid meeting(s).
- b) Assist the Procuring Agency to evaluate the bids including technical and financial proposals.
- c) Presentation of bid evaluation outcomes for necessary approvals.
- d) Assist the Procuring Agency in preparation of Bid Evaluation Report.

5.3.2.5 Issuance of Letter of award/acceptance

- a) Presentation of project procurement outcomes and bid results for necessary approvals.
- b) Assist the Procuring Agency in preparation of Letter of award/acceptance to preferred bidder.

5.3.4 Phase 3: Transaction Negotiation and Financial Closure shall include but not be limited to the following:

5.3.4.1 Transaction Negotiation & Signing of Concession Agreement

- a) Assist in final negotiation with preferred party;
- b) Assist in execution of concession agreement between the Procuring Agency and the project company

5.3.4.2 Execution of ancillary Agreements and other required documents

- a) Preparation of all ancillary agreements / documents / opinions / minutes of all meeting or any other similar task that may be required for the execution of this project.

5.3.4.3 Financial Closure

- a) Review and provide feedback on draft financing term sheet and assess compliance of Concession Agreement and other procurement parameters of the project in the financing term sheet;
- b) Review and finalize concession direct agreement, if there is any;
- c) Review and provide feedback on fulfillment of CPs of the concession agreement and those related to financial close;
- d) Assist the Government in achieving financial close;



SECTION 6: EVALUATION CRITERIA AND SCORING SYSTEM

6.1 Evaluation Criteria

The evaluation of the technical and financial bids shall be held under the Quality and Cost Based Selection (QCBS) Method. The total score of the technical evaluation shall be 100, out of which 80% weight-age shall be for the technical score and remaining 20% weight age shall be for the financial score.

6.1.1 Evaluation of Technical Proposals

- a) The technical proposal will be evaluated on the basis of the relevant experience of the consultants, their understanding of the assignment, the proposed methodology, financial capacity, work plan, and the experience of the key professional staff. Only those consultants whose technical proposals score 75 marks or more shall qualify for further consideration, and shall be ranked from highest to lowest on basis of their Raw Technical Score (RTS). Financial proposals of those Consultants who secure less than 75 marks shall be returned un-opened to the firm/Consortium.
- b) The technical proposals shall be assigned marks/ score without weight-age as RTS on the basis of the criteria mentioned at Section 6B.
- c) The final technical score (TSw) shall be calculated in the following manner: $TSw = RTS \times 0.80$.

6.1.2 Financial Bid Opening

- a) A public Financial Bid opening shall be held at the time, date and venue which shall be communicated to all technically qualified Bidder(s).
- b) Confirm submission of bid security shall be checked first. In case the bid security is not submitted along with the financial proposal in the same sealed envelope, such proposal(s) shall be rejected without being evaluated.
- c) The financial proposals shall first be checked for arithmetic errors. Financial scores shall be computed on the basis of following formula: $FS = 100 \times (RFS_{min}/RFS)$. Where 'RFS min' is the lowest bid price and 'RFS' is the bid price of the proposal under consideration. The financial scores thus obtained shall be assigned weight-age (20%) and final weighted score will be arrived at $FSw = FS \times 0.20$, FSw is weighted financial score.

6.1.3 Combined Score

- a) The combined technical and financial proposal (CS) shall be calculated in the following manner, namely: $CS = TSw + FSw$.
- b) Bid obtaining maximum combined score shall be declared as the Best Evaluated Bid and the Consultants offering the Best Evaluated Bid shall be declared as the successful Bidder and issued Letter of Acceptance, containing invitation for contract negotiation. Any factor having a bearing on the quoted price shall not be subject to negotiations.
- c) The agreement shall however, be signed after getting the same duly vetted and approved from the competent authority.



6.2 Scoring System

The Technical Proposal will be evaluated on the basis of the criteria given below:

Criteria		Marks
1. Firm's relevant Experience Note: (i) Scores will be awarded to a Bidder based on milestones achieved or work completed for a project (ii) In case of the Consortium, scores will be allotted only once for the same project / milestone (iii) Bidders shall attach supporting document / evidence of experience validating completion of work (iv) Experience of Advisors will only be considered for public sector projects / clients (except where relaxation is stated) (v) Historical exchange rate prevailing on completion of milestone will be used to convert foreign currency to PKR	Experience of feasibility study during last 10 years of projects pertaining to hospitality or real estate development (of minimum size of Rs. 5 billion or equivalent) by technical member of the Consortium For this criterion, private sector projects with satisfactory evidence (like client satisfaction letter of completion on its letter head) regarding completion of work will also be considered. Private sector projects will be awarded 50% marks. 03 or more Projects 18 marks 02 Projects 12 marks 01 Project 06 marks	18
	Experience of financial advisory services during the last 10 years of a project pertaining to the development of real estate development or hospitality infrastructure (of a minimum size of cost Rs. 5 billion or equivalent) by financial member of the Consortium. For this criterion, private sector projects with satisfactory evidence (like client satisfaction letter of completion on its letter head) regarding completion of work will also be considered. Private sector projects will be awarded 50% marks. 02 or more Projects 05 marks 01 Project 03 marks	05
	Experience of technical member of the Consortium in providing consulting services in the area of environmental assessment and / or environmental management 10 years or more 03 marks 7.5 years to less than 10 years 02 marks 5 years to less than 7.5 years 01 mark	03
	Experience of development of bidding package during last 10 years (including RFQ/RFP and draft concession agreement, etc.) of a PPP project of minimum size of Rs. 5 billion or equivalent, by legal member of Consortium 03 or more Projects 09 marks 02 Projects 06 marks 01 Project 03 marks	09?
	Experience of transaction advisory of completed PPP project (up to signing of concession agreement) of minimum size of Rs. 5 billion or equivalent by financial / legal member of the Consortium during last 10 years 03 or more Projects 10 marks 02 Projects 07 marks 01 Project 04 marks	10?
	TOTAL	45



2. Key Professional Staff (Age limit = 65 years)	<u>Financial Team</u>	12
	Financial Team Leader 08 marks Project Finance Specialist 04 marks	
	<u>Technical Team</u>	25
	Technical Team Leader 08 marks Hospitality Expert 06 marks Architect 04 marks Structural Engineer 04 marks Environment Specialist 03 marks	
	<u>Legal Team</u>	08
	Legal Team Leader 05 marks Legal Expert 03 marks	
	TOTAL	45
3a. Financial Capability	Average annual turn-over of last three (3) years PKR 300 million or above 03 marks PKR 200 to less than 300 million 02 marks PKR 100 to less than 200 million 01 marks <i>* Bidders (in case of Consortium, Lead Member) to submit audited financial statements of last three years. In case of a Consortium, financial capability of only the Lead Member will be considered</i>	03
3b. Understanding of the Assignment and Proposed Methodology	Understanding of the assignment <i>(Note that, 'Understanding of the Assignment' presented by any Bidder in its Technical Proposal, shall not be more than 2,000 words.)</i>	02
	Proposed Methodology <i>(Note that, 'Proposed Methodology' presented by any Bidder in its Technical Proposal, shall not be more than 5,000 words.)</i>	05
	TOTAL	10
TOTAL		100

Note:-

- The procuring agency may ask for presentation from the bidder during technical evaluation period for clarity on Technical Proposal.
- Sub-consultants' experience / credentials shall not be eligible for scoring. Only consortium members will be eligible for scoring.

In the CVs, the employment history of the key professional staff should be clearly detailed, including their specific roles in each position. Score for 'Relevant Experience' will only be awarded if the roles listed for each key professional align with the required experience for their respective positions. The weightage points given to evaluation sub-criteria for



qualifications and competence of key staff are:

#	FINANCIAL TEAM	Weightage
1.	Financial Team Leader	<u>Qualification:</u> CA/CFA/ICMA/ACCA/MBA (25%) Bachelors in Finance/Accounting/Business Administration (15%) <u>Relevant Experience</u> Experience of infrastructure transaction advisory More than 10 years



2	Hospitality Expert	<p><u>Qualification:</u> Degree in Hospitality Management, Business Administration, or Tourism Management (25%)</p> <p><u>Relevant Experience:</u> Experience in consultancy of hospitality industry projects</p> <p>More than 7 years 75% 5 years to less than 7 years 60% 3 years to less than 5 years 40% Less than 3 years 20%</p>
3	Architect	<p><u>Qualification:</u> Degree in architecture (25%)</p> <p><u>Relevant Experience:</u> Experience of building design, interior design, space planning</p> <p>More than 10 years 75% 7 years to less than 10 years 60% 5 years to less than 7 years 40% Less than 5 years 20%</p>
4	Structural Engineer	<p><u>Qualification:</u> Degree in Structural or Civil Engineering (25%)</p> <p><u>Relevant Experience:</u> Experience in consultancy of structural design and evaluation of buildings and facilities</p> <p>More than 7 years 75% 5 years to less than 7 years 60% 3 years to less than 5 years 40% Less than 3 years 20%</p>
5	Environment Specialist	<p><u>Qualification:</u> Minimum Masters in Environmental Engineering or allied Environmental Sciences/Management (25%)</p> <p><u>Relevant Experience:</u> Experience in conducting environmental studies for infrastructure projects</p> <p>More than 10 years 75% 7 years to less than 10 years 60% 5 years to less than 7 years 40% Less than 5 years 15%</p>
	LEGAL TEAM	Weightage



1.	Legal Team Leader	<p><u>Qualification:</u> LLB (25%)</p> <p><u>Relevant Experience</u> Experience of drafting procurement documents e.g. (EOIs, RFQ, RFP), Concession/PPP agreements / EPC contracts of infrastructure projects</p> <table><tr><td>More than 10 years</td><td>40%</td></tr><tr><td>7 years to less than 10 years</td><td>30%</td></tr><tr><td>5 years to less than 7 years</td><td>20%</td></tr><tr><td>Less than 5 years</td><td>0%</td></tr></table> <p>Experience of complete transaction advisory services (up to financial closure) for infrastructure projects of minimum size of Rs. 5 billion</p> <table><tr><td>More than 4 projects</td><td>35%</td></tr><tr><td>3 to 4 projects</td><td>25%</td></tr><tr><td>2 projects</td><td>15%</td></tr><tr><td>Less than 2 projects</td><td>0%</td></tr></table>	More than 10 years	40%	7 years to less than 10 years	30%	5 years to less than 7 years	20%	Less than 5 years	0%	More than 4 projects	35%	3 to 4 projects	25%	2 projects	15%	Less than 2 projects	0%
More than 10 years	40%																	
7 years to less than 10 years	30%																	
5 years to less than 7 years	20%																	
Less than 5 years	0%																	
More than 4 projects	35%																	
3 to 4 projects	25%																	
2 projects	15%																	
Less than 2 projects	0%																	
2.	Legal Expert	<p><u>Qualification:</u> LLB (25%)</p> <p><u>Relevant Experience</u> Experience of drafting procurement documents e.g. (EOIs, RFQ, RFP), Concession/PPP agreements / EPC contracts of infrastructure projects</p> <table><tr><td>More than 7 years</td><td>40%</td></tr><tr><td>5 years to less than 7 years</td><td>30%</td></tr><tr><td>3 years to less than 5 years</td><td>20%</td></tr><tr><td>Less than 3 years</td><td>0%</td></tr></table> <p>Experience of complete transaction advisory services (up to financial closure) for infrastructure projects of minimum size of Rs. 5 billion</p> <table><tr><td>More than 2 projects</td><td>35%</td></tr><tr><td>Up to 2 projects</td><td>25%</td></tr><tr><td>Less than 2 projects</td><td>0%</td></tr></table>	More than 7 years	40%	5 years to less than 7 years	30%	3 years to less than 5 years	20%	Less than 3 years	0%	More than 2 projects	35%	Up to 2 projects	25%	Less than 2 projects	0%		
More than 7 years	40%																	
5 years to less than 7 years	30%																	
3 years to less than 5 years	20%																	
Less than 3 years	0%																	
More than 2 projects	35%																	
Up to 2 projects	25%																	
Less than 2 projects	0%																	



SECTION 7: INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

..... [name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by Government through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to Government under any law, contract or other instrument, be voidable at the option of Government.

Notwithstanding any rights and remedies exercised by Government in this regard, [name of Supplier] agrees to indemnify Government for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government.

Name of Buyer:

Signature:

[Seal]

Name of Seller/Supplier:

Signature:

[Seal]

SECTION 8: AFFIDAVIT

To:

Director (Admin & Finance)
Staff Welfare Organisation (SWO)
Islamabad

Re: Request for Transaction Advisory Services for SWO Asset Optimization and Partnership Initiative

[Date]

Pursuant to the Request for Proposal document dated [*Please insert the Date*] in respect of the Project, [*Name of Prospective Bidder/Lead Member of Consortium*] hereby represents and warrants that, as of the date of this letter [*Name of Prospective Bidder/Lead Member of Consortium*], and each member of our Consortium (if applicable):

- (a) Is not in bankruptcy or liquidation proceedings;
- (b) Not convicted of fraud, corruption collusion or money laundering;
- (c) Is not aware of any conflict of interest or potential conflict of interest arising from previous or existing contracts or relationships that could have a significant impact on its ability to fulfill its obligations under the Consultancy Contract;
- (d) Does not fall within any of the circumstances for ineligibility listed in Section 2.18 (Basic Eligibility Criteria) of the Request for Proposal. Yours Sincerely,

Authorized Signature
Name and Title Signatory
Name of Firm
Address

SECTION 9: POWER OF ATTORNEY

[On Stamp Paper of the required value] (?)
[To be notarized]

Know all men by these presents, we, _____ [insert name and address of the registered office of the firm], do hereby constitute, appoint, and authorize Mr./Ms. _____ [insert name and father name], who is presently employed with [us or the Lead Member of our Consortium] and holding the position of _____, as our Attorney, to do in our name and on our behalf, all or any of the acts, deeds, or things necessary or incidental to our bid for providing consultancy services in relation to the SWO Asset Optimization and Partnership Initiative **(the “Project”)**, including signing, authenticating, and submission of application/proposals (technical and financial) and affidavits, participating in conferences, responding to queries, submission of information/documents, and generally to represent us in all dealings with the Staff Welfare Organization **(SWO)**, any other Government entity, or any person in connection with the Project until culmination of the process of bidding and thereafter till the execution of relevant Project documents.

We hereby agree to ratify all acts, deeds, and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds, and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For and on behalf of [insert name of the relevant Consortium Member]

Signature _____
Name, Title and: _____
Address: _____

Signature of the Attorney _____
Name, Title and: _____
Address of the Attorney: _____

Witnesses

Signature: _____

Name: _____

CNIC No.: _____

Signature: _____

Name: _____

CNIC No.: _____

Note:

- a. In case of a consortium, a separate power of attorney (on this format) to be provided/executed by each member of the consortium (including Lead Member) in favor of a representative and attorney of the Lead Member of the consortium.
- b. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- c. For a power of attorney executed and issued overseas, the same will also have to be legalized by the Pakistan Embassy and notarized in the jurisdiction where the power of attorney is being issued.

Appendix-I

Staff Welfare Organization Property Details			
DETAILS OF BUILDINGS REGIONAL OFFICE ISLAMABAD.			
S.NO	BUILDING/ADDRESS	PLOT SIZE	Utilization/Facilities
1.	Multipurpose Community center. Aabpara Islamabad.	1.161 Acres 5,619.24 Sq.Yd 11.24 Kanal	Offices Wedding Hall(M&F) x2 Auditorium Library Indoor Sports: Carrom Board, Table Tennis, Snooker. Outdoor Games: Basket Ball Court, Squash Court, Cricket Net Practice
2.	Multipurpose Community Center. G-9/2 Islamabad.	2,600 Sq.Yd 5.2 Kanal	Offices Wedding Hall Auditorium Badminton Court Gym Library Coaster Service
3.	Ch. Rehmat Ali Community Center + Garage, G-7, Islamabad.	7,500 Sq. Ft + <u>640 Sq. FT</u> = 8140. Sq.FT	Offices Indoor Sports: Carrom Board, Badminton Court Services 1. Stipend 2. Ambulance 3. Mortuary 4. Rehabilitation Aid
4.	Ladies Industrial Home. G-9/2, Islamabad.	8276 Sq. Ft 6547 Sq.Ft (C.A)	Courses: Beautician Computer Stitching CVG DVG Mehndi Crochia Embroidery
5.	Ladies Industrial Home. F-6/4, Islamabad.	493.33 Sq Yards	Courses: Computer English Stitching Beautician Painting Mehndi Knitting

6.	Ladies Industrial Home. Established in Government Quarter No. 18-E, Sector G-7-3- 2, Service Road, Islamabad.	400 Sq. Yards	Course: Stitching, Beautician, Mehndi, Water/ Oil Painting, Decoration. Dress Design, Ribbon Work, Baking Cooking
7.	Ladies Industrial Home. Established in Government G-6, Islamabad.		Courses: Stitching, Embroidery, Mehndi, Crochet, Sewing, Ribbon Work.
8.	Day Care Center / DG Office. Aabpara, Islamabad.	623.5 Sq Yards	Day Care centre Offices
9.	Trade Training Center. G-9/2 Islamabad.	1,333.33 Sq yards 2.7 kanal	Courses -Shorthand, -Typing, -Computer
10.	Holiday Homes. Murree No.I (Mushkpuri)	14,500 Sq Ft.	12 Suites and 20 rooms
11.	Holiday Homes. Murree –II, (Shaiv Nakthin)	14,683 Sq.Ft	
12.	Hostel for Working Women. G-7/2 Islamabad.	4,658 Sq.Yd 9.316 Kanal	48 Rooms as Shelter accommodation for female FGEs
13.	SWO Store, ID-2, Aabpara Islamabad	6,695 Sq ft	One Hall with 23 cabin shops
14.	SWO Store, ID 16, G-6/2, Islamabad	2,116.72 Sq ft	Two shops with apartment
15.	Plot for Construction of Hostel for Working Men, Islamabad.	8,888.88 Sq. Yd 17.78 Kanal	
16.	Plot for construction of Multipurpose Community Center, I-8, Islamabad.	4,000 Sq Yards 8 Kanal	
DETAIL OF BUILDINGS REGIONAL OFFICE, LAHORE(9)			
17.	Community Center/A.G. Office Compound, Lahore	6 Kanal (3630 Sq. yd)	Offices Indoor Sports Auditorium Library VTC Ambulance Service
18.	Multipurpose Community Center. Wafaqi Colony Lahore.	8 Kanal (4840 Sq. yd)	Wedding Hall Auditorium Library Indoor Sports Ambulance

19.	Ladies Industrial Home. Central Government Employees Colony Wahdat Road Lahore.	2 Kanal (1210 Sq. yd)	Embroidery, Sewing, Knitting, Computer
20.	Ladies Industrial Home (Newly Constructed building). Wafaqi Colony Lahore.	135 x 215 3 ½ Kanal (1815 Sq. yd)	Embroidery, Sewing, Knitting
21.	Ladies Industrial Home (Established in Government Quarters No. 5 D & 6 D at CGE Colony Lahore.)	850 Sq Ft (each)	Embroidery, Sewing, Knitting, Computer
22.	Ladies Industrial Home. (Established in Government Quarter No.46 E, Pakistan Mint, Lahore.)	1150 Sq ft	Embroidery, Sewing, Knitting
23.	Vocational Training Centre (Established in Government Quarter No. 3 D, Wafaqi Colony, Lahore)	850 Sq Ft	Typing, Shorthand, Computer
24.	Vocational Training Centre (Established in Government Quarter No. 51 F at C.G.E Lahore.)	650 Sq ft	Typing, Shorthand, Computer
25.	Vocational Training Centre (Established in Government Quarter No. 46 E, Pakistan Mint, Lahore.	1150 Sq Ft	Typing, Shorthand, Computer
DETAIL OF BUILDINGS REGIONAL OFFICE, KARACHI (12)			
26.	REGIONAL OFFICE KARACHI. BLOCK NO. 66-A SECRETARIAT SADDAR KARACHI.	-	Offices VTC offering courses: Typing, Shorthand, Computer
27.	Community Center. Garden Road, Karachi.	12,159 sq. Ft	Auditorium, Indoor Games
28.	Community Center. Jahangir Road, West Karachi.	10,080 Sq.Ft	Gym, Indoor Games
29.	Multipurpose Community Center. FC Area, Karachi.	7290 Sq Yds	Occupied by Rangers
30.	Ladies Industrial Home. Pakistan Quarters, Karachi.	5,086 Sq Ft	Mehndi, Sewing, Cutting, Tailoring, Embroidery

31.	Ladies Industrial Home. Martin Road, Karachi.	3,744 Sq. Ft	Mehndi, Sewing, Cutting, Tailoring, Embroidery. VTC offering Courses: Typing, Shorthand, Computer
32.	Ladies Industrial Home. FC Area, Karachi.	10,668 Sq. Ft	Mehndi, Sewing, Cutting, Tailoring, Embroidery
33.	Ladies Industrial Home. Jacob Line Karachi.	968 Sq. Yds	Mehndi, Sewing, Cutting, Tailoring, Embroidery
34.	Vocational Training Center & SWO Library Martin Road, Karachi.	6585 Sq Ft.	Typing, Shorthand, Computer
35.	Holiday Home at Sand Spit (S- 25) , Beach, Karachi.	9,882 Sq Ft.	
36.	Holiday Home at Keenjhar Lake Thatta	1,000 Sq Yds	2 Family Suites, 4 Rooms.
37.	SWO Plot leased to PSO. Near Sindh Assembly Karachi.	14,256 Sq ft	
DETAIL OF BUILDINGS REGIONAL OFFICE PESHAWAR (5)			
38.	Staff Welfare Organization, Community Centre F.G. Colony Kohat Road	15,715 Sq Ft	
39.	Multipurpose Community Center. Hassan Ghari, Peshawar.	35,260 Sq Ft.	
40.	Ladies Industrial Home. Established in Quarter No. 58- B. at Provincial Govt's Civil Quarters Peshawar	1,264 Sq ft	
41.	Ladies Industrial Home. PWD Quarters No. F 135 & F 136 at F.G Colony Hassan Ghari, Peshawar.	2,075 Sq ft	

42.	Ladies Industrial Home. Pakistan Forest Institute Colony Quarter No. 10 Cat IV, Peshawar University Peshawar.	2,000 Sq ft	
DETAIL OF BUILDINGS REGIONAL OFFICE QUETTA (3)			
43.	SWO Complex Building. C.G.S. Colony Satellite Town Quetta.	2,326 Sq Yards	
44.	SWO Community Center Auditorium. C.G.S Colony Satellite Town Quetta.	1,733 Sq Yards	
45.	Holiday Home. Ziarat, Quetta.	20,000 Sq Ft	

Appendix-II

Form of

CONSULTANCY AGREEMENT

between

[.]

and

[.]

Dated: *[Insert Date of Agreement]*

This Agreement for Consulting Services (“**Agreement**”) is dated *[insert date]* (the “**Effective Date**”) and entered into between:

[Name of entity], a *[type of the entity]* organized and existing under the laws of *[specify jurisdiction]*, with its principal place of business at *[specify address]* (the “**Client**”), through its authorized representative;

and

[Name of entity], a *[type of the entity]* organized and existing under the laws of *[specify jurisdiction]*, with its principal place of business at *[specify address]* (the “**Consultant**”), through its authorized representative;

each a “**Party**” and together the “**Parties**”.

WHEREAS SWO Asset Optimization and Partnership Initiative under PPP Mode is an ambitious initiative undertaken by the Client, a key department under the Establishment Division of the Government of Pakistan. SWO’s mission is to enhance the socio-economic well-being of Federal Government Employees (FGEs) and their dependents through community-centred welfare programs. Over the years, SWO has accumulated a diverse portfolio of assets, including community centres, vocational training centres, holiday homes, women’s hostels and other hospitality/recreational infrastructure. Despite their potential, many of these facilities face operational inefficiencies, underutilization, and financial constraints, preventing them from delivering optimal benefits to FGEs and to the society.

AND WHEREAS pursuant to the programme an RFP titled “*[insert name]*,” RFP No. *[insert number]* dated *[insert date]* had been shared with shortlisted firms for hiring of a consultancy firm;

AND WHEREAS the Consultant has emerged as the successful bidder in response to the RFP and the terms and conditions for the engagement have been finalized between the Parties;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein agreed upon, the Parties hereby agree as follows:

DEFINITIONS

For purposes of this Agreement, the following terms have the meanings set forth or as referenced below:

- (a) “**Agreement**” means this Agreement with respect to the provision of Services, which includes all schedules and any agreements supplemental to it, and as amended from time to time;
- (b) “**Client**” shall have the same meaning as set forth in the preamble of this Agreement;
- (c) “**Confidential Information**” means (i) all information relating to the Client of which the Consultant becomes aware in its capacity as Consultant or which is received by the Consultant in connection with the Agreement and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information, and (ii) information which is described and/or marked as “confidential” at the time of disclosure with respect to information disclosed by the Consultant to the Client;

- (d) “Consultant” shall have the same meaning as set forth in the preamble of this Agreement;
- (e) “Consultant-Related Persons” means any of the Consultant’s approved subcontractors, member firms of the Consultant’s consortium as proposed in its Proposal and any of their and the Consultant’s officers, directors, employees, representatives, attorneys, agents, affiliates or approved subcontractors;
- (f) “Delay” means delay in the completion of the Service in accordance with the terms and conditions set forth in the Agreement;
- (g) “Designated Officer” means the relevant officer(s) that has been designated by the Client with reference to the Services, who performs such functions as assigned to them by the Client in connection with oversees the delivery of the Services and/or administering and monitoring performance of the Services in accordance with the Client’s performance standards and requirements;
- (h) “Force Majeure” includes, but is not limited to, war (whether declared or not), riots, invasion, revolution, insurrection, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by government agencies or any other unforeseeable act or event of a similar nature or force which is beyond the Parties’ control and which prevents either of the Parties from fulfilling any or all of their obligations under the Agreement;
- (i) “Notices” means all written communication required under the Agreement to be exchanged between the Parties, including but not limited to, requests, permissions or consents;
- (j) “Party” or “Parties” shall have the meaning as set forth in the preamble of this Agreement;
- (k) “Services” means the services to be provided by the Consultant pursuant to the Agreement in accordance with the Scope of Work set forth in Schedule A of this Agreement;
- (l) “SIFC” shall have the meaning as set forth in the recitals of this Agreement; and

1. SCOPE OF THE AGREEMENT; TERM OF AGREEMENT

- 1.1 The Consultant shall perform the Services set out in Schedule A (Scope of Work) in accordance with terms and conditions of this Agreement.
- 1.2 Unless terminated earlier pursuant to terms of the Agreement, the Agreement shall remain valid from the Effective Date for a period of fifteen (15) months. The parties may mutually agree to extend the Agreement for a further period of up to one (1) year.

2. PAYMENT; INVOICING

- 2.1 Payment to the Consultant for Services provided shall be in the manner set forth in Schedule B (Payment Terms) to this Agreement.
- 2.2 The Client shall make payments under the Agreement subject to the following conditions:
 - (a) Payments shall be made only after the Designated Officer certifies that the Services were evaluated and found to have been performed or provided in accordance with the terms of

the Agreement. If after evaluation it is observed that the Consultant's work requires further modification then the Consultant shall be provided additional days by the Client to make the required changes and resubmit their work;

- (b) The Consultant's request for payment shall be made to the Client in writing; accompanied by an invoice describing the Services performed delivered and documents required under the Agreement; and certifying fulfilment of all applicable obligations stipulated in the Agreement;
- (c) The Client shall pay the properly invoiced amount within a period of forty-five (45) days after the date on which the Consultant submits a duly completed and valid invoice or claim to the Client;
- (d) The Consultant shall submit such documents supporting the Consultant's invoice or statement of account, as the Client may reasonably require.
- (e) The Consultant shall provide the Client with the Consultant's bank details such as bank name, bank address/branch, account name, and account number on its invoices or request for payment.
- (f) All payments under this Agreement shall be made to the invoicing party namely, the Advisory Consortium, approved under Section 1, provided that the invoices will be raised by the individual members of the Advisory Consortium, which shall be clubbed together by the Lead Advisor into a single Invoice indicating the share of each individual member of the Advisory Consortium. The Client shall make the payment to the individual member of the Advisory Consortium separately under intimation to the Lead Advisor as per the single invoice submitted by the Lead Advisor. The account details for payment for individual members of the Advisory Consortium will be provided by the Lead Advisor to the Client.

3. CONSULTANT-RELATED PERSONS

3.1 Key personnel of the Consultant that shall be engaged for provision of Services under this Agreement are set forth in Schedule C (Key Personnel) of this Agreement. With respect to other Consultant-Related Persons, the Consultant may propose staff to the Client. The Consultant shall submit a copy of their curriculum vitae for the Client's review and approval.

3.2 The Client may request the withdrawal or replacement of any of the Consultant-Related Person(s) if the Client finds their qualifications and training to be inconsistent with the qualifications agreed with the Consultant and/or their performance to be inadequate.

3.3 The withdrawal or replacement of the Consultant-Related Person shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Agreement. All expenses related to the withdrawal or replacement of the Consultant-Related Person shall, in all cases, be borne exclusively by the Consultant.

3.4 Prior to employing individuals or subcontractors to work under this Agreement, the Consultant shall, at its own expense, perform or cause to be performed the relevant background checks, and maintain, or cause to be maintained, the results of the background checks in its employee's and its subcontractor's employee's file in accordance with the applicable laws to ensure that reliable and competent individuals are selected.

3.5 During the provision of the Services, if substitution of Consultant's key personnel or experts is necessary, the Consultant shall propose other experts of at least the same level of qualifications for approval by the Client.

3.6 The Consultant shall ensure that all Consultant-Related Persons behave in accordance with applicable laws, generally acceptable professional standards, and good industry practice in performing the Services under the Agreement.

4. CONSULTANT'S UNDERTAKING

4.1 The Consultant shall immediately notify the Client in writing if:

- (a) the Consultant merges with, acquires, or transfers all or substantially all of its assets to another entity;
- (b) any person or entity acquires directly or indirectly the majority of the beneficial ownership rights in the Consultant;
- (c) any person or entity acquires directly or indirectly the power to elect a majority of the board of directors of the Consultant, or otherwise acquires directly or indirectly the power to control the policy making decisions of the Consultant;
- (d) the Consultant is dissolved; applies for insolvency or bankruptcy; or otherwise admits in writing its inability to pay its outstanding obligations or liabilities;
- (e) the Consultant is administratively or judicially declared insolvent or bankrupt, placed under receivership, administration, rehabilitation or liquidation or any other such equivalent process;
- (f) the Consultant's financial condition becomes significantly unstable and threatens to jeopardize the Consultant's ability to perform its obligations under the Agreement;
- (g) the Consultant loses any license or authorization required to perform its obligations under the Agreement; or
- (h) the Consultant faces any event beyond its control or a situation that makes it impossible for it to carry out its obligations under the Agreement.

4.2 If any of the events set forth in Clause 5.1 occur, the Parties shall, without prejudice to any other provision of the Agreement, use reasonable endeavours to agree alternative arrangements to ensure full performance of the Agreement.

4.3 The Consultant shall provide the Services in good faith, with due professional care and skill and in a manner that meets or exceeds prevailing industry and professional standards and undertakes to ensure that the Services do not infringe any third-party trade secret, copy right, patent or trademark.

4.4 The Consultant shall obtain certificates, permits, approvals, licenses and other documents required under applicable laws, regulations and decrees which are required in order to perform the Services under the Agreement. If the Consultant requests the Client's assistance in obtaining such permits, approvals, or licenses from local public authorities, the Client may exert reasonable efforts to assist the Consultant in completing such requirements in a timely and expeditious manner.

4.5 The Consultant shall perform its obligations under this Agreement diligently, observe good social management practices, and comply with relevant laws, regulations, decrees and orders concerning environmental protection, corporate social responsibility and employees of the Consultant engaged in performing the Services (including harassment and dissemination-related laws).

The Consultant shall observe the highest standard of ethics during the execution of this Agreement. The Client reserves the right to terminate this Agreement (in addition to any other legal remedies) if it is established that the Consultant has engaged in any corrupt or fraudulent practices in the performance of the Services under this Agreement.

5. REPRESENTATIONS AND WARRANTIES

5.1 The Consultant warrants and represents that:

- (a) it has full capacity, authority and consent, including the consent of its parent company, where applicable, and that it possesses the necessary licenses, permits, and power to execute and perform its obligations under the Agreement;
- (b) the Agreement is executed by a duly authorized representative of the Consultant;
- (c) as of the Effective Date, all information contained in the Consultant's bid or proposal remains true, accurate and not misleading;
- (d) it is in compliance with, and shall continue to comply with, all applicable laws, rules, regulations, and lawful orders of public authorities of any jurisdiction in which the Services shall be performed under this Agreement;
- (e) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress, pending or being threatened against the Consultant or any of its assets that could adversely affect the Consultant's ability to perform the Services under the Agreement;
- (f) it is not subject to any contractual obligation that would adversely affect the Consultant's ability to perform the Services under the Agreement; nor has the Consultant done or omitted to do anything that could adversely affect its assets, financial condition or position as a going business concern;
- (g) it has not filed nor is it facing proceedings for winding up its business or for dissolution, insolvency, bankruptcy, or the appointment of a receiver, liquidator, administrator or similar officer in relation to any of the Consultant's assets or revenue; and
- (h) it has undertaken all financial accounting and reporting activities required under the generally accepted accounting principles that apply to the Consultant and in the country where it is registered and has complied with applicable securities and tax laws and regulations.

6. SOURCE OF INSTRUCTION

6.1 Subject to Clause 7.2, the Consultant shall neither seek nor accept instructions from any authority external to the Client in connection with the performance of its obligations under the Agreement. Should any authority external to the Client seek to impose any instructions concerning or restrictions on the Consultant's performance under the Agreement, the Consultant shall promptly notify

the Client. The Consultant shall not take any action in respect of the performance of its obligations under the Agreement that may adversely affect the interests of the Client, and the Consultant shall perform its obligations under the Agreement with the fullest regard to the interests of the Client.

7. CONFIDENTIAL INFORMATION

7.1 The Parties shall treat each other's Confidential Information as confidential in accordance with this Clause, use the Confidential Information solely for the purpose for which it was disclosed, and exert diligent efforts to safeguard and avoid unauthorized disclosure of the other Party's Confidential Information to third parties without the disclosing Party's prior written consent.

7.2 Unless the Client states otherwise, disclosures by the Client to the Consultant shall be deemed confidential. The Consultant may only disclose the Client's Confidential Information to the Consultant-Related Persons who are directly involved and who need to know the information in providing the Services. The Consultant shall ensure that such Consultant-Related Persons are aware of and shall comply with the Consultant's obligations as to confidentiality. For the avoidance of doubt any unauthorized disclosure of the Client's Confidential Information by a Consultant-Related Person shall be deemed to be a breach of this Clause by the Consultant. The Client may, as it deems appropriate and in light of the particular Services to be performed by the Consultant request the Consultant to require any Consultant-Related Person to sign a confidentiality undertaking substantially similar to this Clause before commencing any work related to the Services covered by the Agreement.

7.3 The obligations of confidentiality specified in this Clause shall not apply to any information, including Confidential Information that:

- (a) is in the public domain at the date of this Agreement or subsequently becomes generally available to the public (other than as a result of its disclosure by the receiving Party or its representatives in breach of this Clause);
- (b) was made available to the receiving Party other than pursuant to a breach of confidence on a non-confidential basis before disclosure by the disclosing Party under this Agreement;
- (c) the Parties agree in writing is not confidential or may be disclosed; and
- (d) is developed by or for the receiving Party independently of and without reference to any information disclosed by the disclosing Party.

7.4 If the Consultant is or may be required to disclose Confidential Information belonging to the Client pursuant to any applicable law, regulation or judicial or arbitral decision, it shall promptly notify the Client of the same and shall cooperate with the Client and use its best endeavours to prevent and/or limit the extent of disclosure.

7.5 The Client may disclose Confidential Information to the extent required pursuant to any applicable law, regulation or judicial or arbitral decision.

These obligations and restrictions of confidentiality shall be effective during the term of the Agreement, including any extension thereof, and, unless otherwise provided in the Agreement, shall remain effective following any termination of the Agreement. If requested by the disclosing Party, the receiving Party shall return to the disclosing Party all Confidential Information in written form or destroy or (to the extent technically practicable) permanently erase all Confidential Information (or copy thereof) provided to the receiving Party in written or electronic form; save to the extent that the receiving Party is required to retain such Confidential Information (or a copy thereof) by applicable law, rule or regulation, or to the extent that such information is contained in any computer records or files which have been created pursuant to the receiving Party's automatic archiving and back-up procedures. To the

extent that the receiving Party retains any such Confidential Information in accordance with this provision, the confidentiality obligations set out herein shall continue to apply with respect to such Confidential Information.

8. CONFLICT OF INTEREST

8.1 The Consultant shall ensure that the key personnel and other experts working on specific assignments avoid, during the term of the Agreement, carrying out any other assignments that may give rise to a conflict of interest with respect to the Consultant's obligations under this Agreement.

8.2 The Consultant warrants that at the time of execution of this Agreement, the key personnel, Consultant-Related Personnel and other experts who are expected to work on specific assignments are not engaged in any ongoing work that would violate this Clause. The Consultant shall disclose to the Client details of any such conflict of interest which may arise during the term of the Agreement.

8.3 The Client shall undertake measures to manage actual or potential conflicts of interest, including termination of the Agreement, as circumstances may warrant. Such rights are without prejudice to any other remedies or rights of action which have accrued or which may subsequently accrue to the Client in connection with the Agreement.

8.4 The Consultant shall also share its conflict-of-interest policy that is applicable when handling such assignments as contemplated under this Agreement.

8.5 For the purposes of this Clause, "conflict of interest" means any situation in which a party has interests or relationships that could, or could be deemed to, improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

9. USE OF DOCUMENTS; DOCUMENTS TO BE THE PROPERTY OF THE CLIENT

9.1 All products, documents, materials, and information submitted to the Client, and all relevant data and supporting materials compiled in performing the Services, shall be the property of the Client, shall be used solely for purposes related to the Agreement, shall be made available for use or inspection by the Client at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to the Client's Designated Officer on completion of Services under the Agreement.

9.2 The Client shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to processes, inventions, ideas, know-how, or products, documents and other materials which the Consultant has developed for the Client under the Agreement and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Agreement. The Consultant acknowledges and agrees that such products, documents and other materials constitute works made for hire for the Client.

9.3 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Consultant: (i) that pre-existed the performance by the Consultant of its obligations under the Agreement, or (ii) that the Consultant may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Agreement, the Client does not and shall not claim any ownership interest thereto, and the Consultant grants to the Client a perpetual license to use such intellectual property or other proprietary rights solely for the purposes of and in accordance with the requirements of the Agreement.

9.4 At the request of the Client, the Consultant shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the Client in compliance with the requirements of the applicable law and of the Agreement.

10. PUBLICITY, AND USE OF THE NAME, TRADEMARK AND LOGO

10.1 Within fifteen (15) days of the execution of the Agreement the Consultant and the Client shall mutually determine, in writing, matters related to publicity, use of name, trademark and logo on work products and deliverables produced pursuant to the Services provided under this Agreement.

11. TERMINATION BY CLIENT

Termination for convenience; change of circumstances

11.1 The Client may terminate the Agreement in whole or in part at any time by submitting not less than thirty (30) days written Notice of such termination to the Consultant if the Client determines, in its sole and absolute discretion, that a termination is in its best interest or if the mandate, policies and/or funding of the Client applicable to the performance of the Agreement is curtailed, changed or terminated. Such Notice shall state that termination is for the Client's convenience, the extent to which performance of Services is terminated, and the termination date. Unless otherwise instructed by the Client, the Consultant shall stop work immediately on receipt of Notice and follow the instructions of the Client.

11.2 In the event of a termination for convenience, the Consultant shall be entitled to be paid for the Services satisfactorily and properly performed by the Consultant prior to the effective date of termination, provided however that the Client may advise the Consultant to conclude any ongoing assignments being performed by the Consultant.

Termination for Force Majeure

11.3 The Client may terminate the Agreement, by not less than thirty (30) days' written Notice of termination to the Consultant if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a continuous period of not less than ninety (90) days. In the event of termination for Force Majeure, the Consultant shall be entitled to be paid for Services satisfactorily and properly performed prior to the effective date of termination in accordance with the Agreement.

11.4 The Client may, at any time before the effective date of termination, decide to withdraw the Notice to terminate issued by the Client pursuant to Clause 12.3 or issued by the Consultant pursuant to Clause 13.1 and notify thereof in writing to the Consultant if the event(s) of Force Majeure ceases to exist and the Consultant is able to resume its full performance under the Agreement in which case the Consultant shall continue to perform its obligations under the Agreement starting from the date determined by the Client.

Termination for Default

11.5 The Client may terminate the Agreement immediately by serving a written Notice to the Consultant specifying the reasons for the default if:

- (a) the Consultant undertakes legal proceedings to dissolve or wind up its business, or be declared bankrupt and/or insolvent;
- (b) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Consultant's assets and such attachment or process is not discharged within fifteen (15) days;
- (c) there is a change of ownership or control with respect to the Consultant;
- (d) the Consultant otherwise loses legal capacity to Agreement;

- (e) the Consultant:
 - i. breaches a material provision of the Agreement and fails to remedy such breach within thirty (30) days; or
 - ii. materially breaches any other provision of the Agreement twice or more time in a continuous six (6) month period and, in each case, fails to remedy the relevant breach within 30 days, and/or
 - iii. breaches any representations or warranties made under this Agreement and, in either case, if such breach is capable of remedy, fails to remedy such breach within a reasonable time period notified to it by the Client; or
- (f) the Client determines that the Consultant or a Consultant-Related Person has committed or engaged in unlawful acts with respect to performance of Services under Agreement.

12. TERMINATION BY THE CONSULTANT

12.1 The Consultant may terminate the Agreement by giving not less than thirty (30) days' written Notice to the Client:

- (a) if the Client fails to pay any undisputed amount of monies due to the Consultant pursuant to the Agreement, within ninety (90) days of receiving written Notice from the Consultant that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than ninety (90) days.

13. INDEMNIFICATION

13.1 To the fullest extent permitted by law, the Consultant agrees to indemnify and hold harmless the Client from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against the Client, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

- (a) allegations or claims that the possession of or use by the Client of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to the Client under the terms of the Agreement, in whole or in part, separately or in a combination contemplated by the Consultant's published specifications therefore, or otherwise specifically approved by the Consultant, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; or
- (b) any willful misconduct, action, omission or gross negligence of the Consultant, or anyone directly or indirectly employed by them in the performance of the Agreement, which give rise to legal liability to anyone not a party to the Agreement, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

13.2 The Client shall inform the Consultant of any such suits, proceedings, claims, demands, losses and liability within a reasonable period of time after having received actual notice thereof.

13.3 The obligations set out herein shall survive the expiration or termination of the Agreement.

14. FORCE MAJEURE

14.1 Neither Party shall be liable to the other for any Delay in performing or failure to perform its obligations under the Agreement if the Delay or failure is caused by Force Majeure.

14.2 In the event of Force Majeure, the affected Party shall promptly notify the other Party in writing of the relevant circumstances. Such notification shall include the nature of the event of Force Majeure, the obligations the performance of which has been prevented as a result of the event of Force Majeure, the likely duration of the event of Force Majeure and the steps that the affected Party is taking to limit the effect of and to bring an end to the event of Force Majeure. Unless otherwise directed by the Client in writing, the Consultant shall continue to perform its obligations under the Agreement to the extent possible notwithstanding the existence of an event of Force Majeure and undertake reasonable alternative means to perform the obligations affected by the event of Force Majeure. The affected Party shall promptly notify the other Party as soon as the event of Force Majeure ceases to exist and the affected Party is able to resume the performance of its obligations under the Agreement.

14.3 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's experts, subcontractors or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Agreement, and avoid or overcome in the carrying out of its obligations hereunder.

15. RELATIONSHIP BETWEEN THE PARTIES

15.1 The Consultant is an independent contractor of the Client. The Agreement shall not create, nor be deemed to create, the relationship of employer and employee or principal and agent between the Client and the Consultant or the Consultant's employees, agents or any other persons engaged by the Consultant to perform its obligations under the Agreement. Accordingly, neither Party shall be authorized to act in the name or on behalf of, or otherwise bind the other Party, save as expressly permitted by the terms of the Agreement.

16. GOVERNING LAW AND LANGUAGE

16.1 This Agreement shall be governed and interpreted according to the laws of Pakistan without regard to conflict of laws principles.

16.2 The Agreement is in English, which shall be the binding and controlling language on matters relating to the meaning and/or interpretation of the Agreement, unless otherwise specified in the Agreement. Notices and other correspondences pertaining to the Agreement that the Parties may exchange shall likewise be in English.

17. SETTLEMENT OF DISPUTES

17.1 The Client and the Consultant shall exert every effort to amicably resolve by mutual consultation disputes arising between them in connection with or as a result of the Agreement within thirty (30) days of either Party's Notice of the dispute to the other. During this period, the Designated Officer and the Consultant's personnel directly involved should first attempt in good faith to settle the dispute among themselves before escalating the matter to senior Client management and their respective counterpart/s within the Consultant.

17.2 Should efforts to resolve disputes amicably under the preceding Clause fail, any dispute, controversy or claim arising out or relating to the Agreement, including the existence, validity, interpretation or breach thereof or any dispute regarding non-contractual obligations arising out of or relating to it, shall be referred to and resolved through arbitration by a sole arbitrator under the Arbitration Act, 1940.

17.3 Pending resolution of any such disputes, the Parties shall continue to perform their respective obligations under the Agreement or otherwise adopt provisional measures to ensure uninterrupted delivery of the Service.

18. AUTHORIZED REPRESENTATIVE; NOTICES

18.1 Each Party shall designate an Authorized Representative that shall coordinate between the Client and the Consultant with respect to the implementation of this Agreement.

18.2 All Notices, information or other communications to be given by the Client to the Consultant under the Agreement shall be given to the Consultant's Authorized Representative, and any action required or permitted to be taken, and any document required or permitted to be executed, under the Agreement by the Client shall be taken or executed by the Client's Authorized Representative.

18.3 Any Notices, information or other communications required under the Agreement shall be in writing and shall be delivered in person, by registered or certified mail, or through electronic mail.

18.4 The Consultant shall not take any order, directive, or instruction from unauthorized Client staff. Questions relating to the authority of orders, directives or instructions given in the name of the Client should be directed to the Client's Authorized Representative.

Authorized Representatives of Client:

Attention:

Telephone:

Fax:

E-mail:

Attention:

Telephone:

Fax:

E-mail:

Authorized Representative of the Consultant:

Attention:

Telephone:

Fax:

E-mail:

18.5 Notices delivered in person shall be effective when delivered to the address specified above and personally received by the addressed Party's Authorized Representative. Notices sent by registered or certified mail shall be effective on the date of delivery to the address specified hereunder, as shown in the return card for registered mail or the postmaster's certification. Otherwise, Notices sent through electronic mails shall be effective upon successful transmission to the receiving Party.

18.6 Either Party may designate a new Authorized Representative by serving written Notice on the other. The designation shall take effect immediately upon receipt of the Notice.

19. TRANSFER AND SUBCONTRACTING

19.1 The Consultant shall not assign or transfer the Agreement or specific rights or obligations under it without the Client's prior written consent.

19.2 The Consultant shall obtain the Client's written consent prior to entering into a subcontract for engaging a subcontractor for the performance of any part of the Services. Where the Client has consented to subcontracting, copies of each sub-contract shall, at the request of the Client, be sent by

the Consultant to the Client as soon as reasonably practicable. Notwithstanding the foregoing, the Consultant shall be solely liable to the Client for the work of the subcontractor.

19.3 The Client shall be entitled, in its sole discretion, to review the qualifications of any subcontractor and to reject any proposed subcontractor that the Client reasonably considers is not qualified to perform obligations under the Agreement. Any rejection or request for removal of a subcontractor by the Client shall not, in and of itself, entitle the Consultant to claim any Delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Agreement.

19.4 To the extent that the Client has consented to subcontracting of all or part of the Services, the Consultant agrees that the obligations of the Consultant under the following Clauses, as applicable, shall be specifically incorporated into all subcontracts of any tier; (a) Conflict of Interest; (b) Confidential Information; (c) Audits and Investigations; and (d) Consultant's Undertaking. For purposes of this Agreement the term "subcontract" shall mean any Agreement by the Consultant with any Consultant-Related Persons to perform a portion of the Services, as well as any Agreements between a subcontractor and its lower tier Consultants, vendors, suppliers, consultants, or other entities or persons.

20. AMENDMENTS

20.1 The Client and the Consultant shall not vary or modify the terms and conditions of the Agreement except by prior written amendment duly executed by the Parties.

20.2 For the avoidance of doubt, the Consultant shall not be entitled to request price adjustments as a result of fluctuations in the foreign exchange rate, an increase in the Consultant's actual or contingent costs or on any other similar grounds.

20.3 If the Agreement shall be extended for additional periods in accordance with the terms and conditions of the Agreement, the terms and conditions applicable to any such extended term of the Agreement shall be the same terms and conditions as set forth in the Agreement.

21. TAX

21.1 Payments shall be made to the Consultant after compulsory deduction of all applicable taxes. The Consultant shall be responsible to pay any taxes, duties, fees or other impositions which may be levied on or in connection with the Agreement and performance of the Services in Pakistan or in any other country, the amount of which is deemed to have been included in the payment duly payable under the Agreement. The Client shall not be liable to reimburse any such taxes.

22. INSURANCE

22.1 The Consultant shall take out and maintain at all times during the term of the Agreement and at its own cost appropriate insurance coverage, which coverage shall include such insurances as may be required by the law of the country of incorporation of the Consultant and/or the laws of the country in which the Services are to be performed.

23. AUDITS AND INVESTIGATIONS

23.1 The Client may conduct investigations relating to any aspect of the Agreement, the obligations performed under the Agreement, and the operations of the Consultant generally relating to non-performance of the Agreement at any time during the Agreement term and for a period of three (3) years following the expiry or early termination of the Agreement.

23.2 The Consultant shall keep and maintain for at least three (3) years after the expiry or early termination of the Agreement, or as long a period as may be agreed between the Parties, accurate records of the Agreement including the Services supplied under it and all payments made by the Client under the Agreement. The Consultant shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Consultant's obligation to make available its personnel and any relevant documentation for such

purposes at reasonable times and on reasonable conditions and to grant to the Client access to the Consultant's premises at reasonable times and on reasonable conditions in connection with such access to the Consultant's personnel and relevant documentation. The Consultant shall require its agents, including, but not limited to, the Consultant's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by the Client hereunder.

24. SUPERSESSION AND SEPARABILITY

24.1 The Agreement supersedes all prior written or verbal Agreements between the Client and the Consultant and contains the reciprocal obligations of the Parties pertaining to or arising out of the delivery of the Service. However, this shall not excuse any Party from liability arising from fraud or fraudulent misrepresentation.

24.2 Should any Clause, subparagraph or part of the Agreement be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the decision shall not affect the validity of the entire Agreement or of those parts that are not so declared or otherwise remain capable of partial or separable performance.

25. WAIVER

25.1 The failure of either Party to insist upon strict performance of any provision of the Agreement; or the failure of either Party to exercise, or any Delay in exercising, any right or remedy under the Agreement shall not constitute a waiver of that right or remedy nor diminish the obligations established by the Agreement.

25.2 A waiver of any right or remedy arising from a breach of the Agreement shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Agreement.

26. COUNTERPART

26.1 The Agreement may be executed in counterparts, each of which when executed and delivered shall constitute an original, but all counterparts together shall constitute one and the same instrument.

26.2 IN WITNESS WHEREOF the Parties hereto, acting through their representatives thereunto duly authorized, have caused this Agreement to be signed in their respective names as of the date below written and for this Agreement to be executed with effect from the date above written.

For and on behalf of [.]

Signed by:

For and on behalf of [.]

Signed by:

Name:
Title/Position

Name:
Title/Position:

Date:_____

Date:_____

1.

1.

Signature:

Signature:

Witnesses Name:
Identification No.:

2.

Signature:
Witnesses Name:
Identification No.:

Witnesses Name:
Identification No.:

2.

Signature:
Witnesses Name:
Identification No.: