

**SINDH ENTERPRISE DEVELOPMENT FUND
FINANCE DEPARTMENT
GOVERNMENT OF SINDH**

REQUEST FOR PROPOSAL (RFP)

**For Hiring Consultancy Services for
Providing Transaction Advisory Services for establishment of
Horticulture Processing Plant(s) at Larkana Division in Sindh
through private sector**

January 2015

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REQUEST FOR PROPOSALS

For Consultancy Services for

Providing Transaction Advisory Services for establishment of Horticulture Processing Plant(s) at Larkana Division in Sindh through private sector

Government of Sindh has established Sindh Enterprise Development Fund (SEDF) to promote private investment in the wider agri - economy envisaging value addition and processing of agro – products. Accordingly, SEDF plans to procure Consulting Services to facilitate the private sector to establish horticulture processing plants which include supply chain units such as cold storages and packing units at strategic locations in the province and to support marketing of the strategic horticulture products towards the overall objective of boosting growth and job creation.

The processing plants, which are primarily to be undertaken through private sector investment with the consulting services assistance, are expected to serve as a model facility attracting investors to set-up similar processing plants, to fulfill the huge gap that remains in the agro products supply chain and processing industry which can lead to exports to higher paying markets especially Middle East and Europe.

SEDF is seeking proposals for Consultancy Services for providing Transaction Advisory Services for establishment of horticulture (Guava, Tomato and other horticulture processing plant at Larkana Division.

The above-mentioned location is only preferential location given the availability of these products. Ultimate locations will be determined by the potential investor(s) who are identified by SEDF for development of the project and providing/ raising the requisite project finance.

Sealed proposals should reach at the address for communication not later than 14:30 hrs on or before 19th February 2015 at address indicated below. Technical Proposals shall be opened on same day at 15:30 hrs.

Chief Executive Officer
Sindh Enterprise Development Fund
Finance Department, Govt. of Sindh
Block B, First Floor, FTC Building,
Shahrah-e- Faisal, Karachi.

LETTER OF INVITATION

Dear Mr/Ms

Sindh Enterprise Development Fund, Finance Department, Government of Sindh (hereinafter called “procuring agency/client”) invites proposals for: **Providing Transaction Advisory Services for Establishment of Horticulture Processing Plant(s) at Larkana Division in Sindh through private sector.** Scope of services is provided in the terms of reference (TORs).

This request for proposal (RFP) has been addressed to all the interested bidders:

- 1.
- 2.

It is not permissible to transfer this invitation to any other firm.

A firm will be selected under Quality and Cost Based Selection (QCBS) method and procedures described in this RFP in accordance with the SPPRA Rules, 2010.

The 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- Draft Integrity Pact
- Section 7- Standard Forms of Contract

Yours sincerely

Mehboob ul Haq
Chief Executive Officer
Sindh Enterprise Development Fund

INSTRUCTIONS TO BIDDERS

1. General

1.1 SEDF invites “Technical and Financial Proposals for:

- ✓ Preparing project feasibility analysis and
- ✓ Project financing assistance

from reputed Consulting Firms/Consortiums, having experience and technical capability for carrying out Transaction Advisory Services.

1.2 SEDF is seeking proposals for Consulting Services for Transaction Advisory Services for establishment of Horticulture Processing Plant at Larkana Region (Guava, Tomatoes and other horticulture products) in Sindh through Private Sector

The above-mentioned location is only preferential location given the availability of these products. Ultimate locations will be determined by the potential investor(s).

1.3 The Consulting Firm/Consortium is required to undertake services relating to development of feasibility; detailed assessment of commercial viability; preparation of legal documentation etc. relating to final contractual agreements and finalizing the transaction(s). The assignment involves facilitating in procuring finances from the market and undertaking required transaction advisory services.

1.4 The Consulting Firm/Consortium is required to undertake initial assessment of these Agro products for which the available data and information will be provided by SEDF. There is extensive literature available on various aspects of the production of these products; from production data, quality of produce, issue of credit and inputs availability, post harvest issues, existing supply chain information to impediments in value addition, marketing bottlenecks etc. Based on this data and additional information to be gathered by the Consulting Firm/ Consortium will develop an Action Plan relating to establishment of processing facility, value addition and marketing of these products. The Action Plan will be prepared after thorough involvement and consultation with stakeholders.

1.5 A description of the assignment and its objectives are given in the detailed Scope of Work.

1.6 In case you consider that your firm possesses the requisite experience and the capabilities required for undertaking the assignment and is not under a declaration of ineligibility or debarred from doing business with SEDF, Finance Department, Government of Sindh, you may submit a proposal in response to this invitation. The manner in which the proposals are required to be submitted, evaluated and accepted is explained in the enclosed ‘Request for Proposal’ (RFP)

document.

1.7 You are encouraged to inform yourself fully about the assignment and the local conditions before submitting the proposal by paying a visit to the Client and the project site, sending written queries to the Client, and attending a pre-bid conference on the date and time specified in the Data Sheet. Please note that no cost of any such visit or queries is reimbursable.

1.8 Financial Proposals of only those firms as are qualified in accordance with clause 6.1 hereof will be opened.

1.9 Please note that (i) costs of preparing the proposal, including visits to the SEDF or the project site, are not reimbursable irrespective of the outcome of the evaluation process; and SEDF is not bound to accept any of the proposals submitted and reserves the right to reject any or all proposals without assigning any reasons.

1.10 The proposals must be properly signed as detailed below:

- i. By the proprietor in case of a proprietary firm
- ii. By the partner holding the Power of Attorney in case of a firm in partnership (A certified copy of the Power of Attorney shall accompany the proposal).
- iii. By a duly authorized person holding the Power of Attorney in case of a Limited Company or a corporation (A certified copy of the Power of Attorney shall accompany the proposal).
- iv. By the authorized representative in case of Consortium (A certified copy of the authorization shall accompany the proposal).
- v. 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:
 - a. Date and place of signing;
 - b. Purpose of Consortium (must include the details of contract works for which the consortium has been invited to bid);
 - c. A clear and definite description of the proposed administrative arrangements for the management and execution of the assignment;
 - d. 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;
 - e. An undertaking that the firms are jointly and severally liable to the Client for the performance of the services;
 - f. Duties, responsibilities and powers of lead firm;
 - g. The authorized representative of Consortium

1.12 In case of Consortium, the Transaction Advisory Firm will be the lead Firm.

1.13 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 same package will be summarily rejected. In such an event, all the proposals submitted by such firm and its Consortium or associate shall be rejected.

1.14 The proposal of a firm is liable to be rejected if the firm makes any false or misleading statement in the proposal(s).

1.15 Schedule of Deliverables

SCHEDULE OF SERVICES DELIVERY

Task 1 Deliverables: Project Feasibility Analysis	Timeline	Payment
Submission of Initial Assessment Report (Inception report including detailed methodology for undertaking project)	Week 2	10%
Submission of Market assessment report Submission of Technical feasibility analysis	Week 5	10%
Financial feasibility analysis – Draft	Week 8	10%
Financial Feasibility analysis and financing options report	Week 10	10%

Task 2 Milestones: Project Financing	Timeline	Payment
Finalization of Project Information Memorandum	Week 14	60%
Receipt of indicative term sheets by Banks/DFIs	Week 26	
Selection of financing bank or other provider of capital	Week 30	
Financial Closure (receipt of final offer letter and confirmation)	Week 36-40	

*The payment will be made after the submission and its subsequent approval of the final report after each deliverable.

**All the timelines mentioned above are meant for individual tasks and shall commence after the signing of the agreement.

2. DOCUMENTS

2.1. To enable you to prepare a proposal, please find and use the attached Documents listed in the Data Sheet.

2.2. Firms requiring a clarification of the Documents must serve upon the Client, a request in writing as mentioned in the Data Sheet. Any request for clarification must be made in writing and sent to the Client's address indicated in the Data Sheet through courier or fax or email. The Client will respond in writing through fax or courier or email. Copies of the responses will be sent to all Consulting firm/consortiums who get the RFP document.

2.3. At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a Consulting firm, modify the Documents by amendment. The amendment will be notified in writing through fax or email to all consulting firms who got the RFP document and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals or change other specifications of the RFP which will be notified in writing through fax or email to all.

3. METHOD OF SELECTION

3.1 The Request for Proposal is being sought under Quality and Cost Based Selection (QCBS) method as described under Sindh PPRA Rules 2010. Here the procurement is One Stage two Envelopes. This means the responding Consulting Firms/ Consortiums are required to submit Technical and Financial Proposal separately which are identified in Clause 1.2 of this document. The proposal shall be sealed in separate covers but submitted together:

Cover 1: Technical Proposal

Cover 2: Financial Proposal

The information shall be furnished in the formats prescribed in Appendices I and II.

3.1 Technical Proposal

3.1.1 The envelope containing Technical Proposal shall contain all the information in the format prescribed in **Appendix I**.

3.1.2 While submitting the Technical Proposal, the firm shall ensure the following:

- a) The composition of the proposed team and Task Assignment to individual personnel shall be clearly stated. Consulting Firm/ Consortiums shall make their own assessment of support personnel to undertake the assignment. Additional staff or personnel if required to complete the assignment in the prescribed time, must be provided, within the total estimated cost only. Client shall not be responsible for any wrong assessment by Consulting Firm/Consortiums and shall not in any case bear any additional cost arising there from.
- b) No such key personnel shall be proposed for any position if the CV of the personnel does not meet the requirements of the TOR.
- c) The key personnel shall remain available for the period indicated in the TOR. An undertaking to this effect must also be submitted. It is further clarified that all the key personnel are required available for full assignment period of 10 months.
- d) No alternative proposal to any key personnel shall be made and only one CV for position shall be furnished.
- e) CV needs to have been recently signed with date in blue indelible ink by the key personnel and countersigned by the authorized official of the Firm. Photocopy or unsigned/countersigned CVs shall be rejected.
- f) CV shall contain the proof of qualification as well as an undertaking from the key personnel about his availability for the duration prescribed in the TOR. In order to check incorrect/ inflated bio-data of Key Personnel, the Client has the right to verify details mentioned in CV by writing to the Employer/University/ Institute indicated in the CV. The Consultancy Firm shall be liable for any incorrect information.
- g) If a firm as a Consortium is qualified on the strength of experience of a foreign company, requisite key personnel from that foreign company shall be fielded.
- h) In case a firm is proposing key personnel from educational/research institutions, a 'No Objection Certificate' from the concerned institution shall be enclosed with his CV.
- i) The telephone no. of key personnel in the CV at the time of submission of proposal shall be mentioned.

3.1.3 Failure to comply with the requirements spelt out in Para 3.1.2 shall make the proposal liable to be rejected and the evaluation of Financial Proposal shall not be

undertaken. If, individual, key personnel makes an averment regarding his qualification, experience, and it turns out to be false, or his commitment regarding availability for the project is not fulfilled at any stage after signing of the agreement, he shall be debarred for any future assignment in/with/of the Client. The firm shall also be liable for its authorized representative counter signing a CV, which is subsequently found to contain false and misleading statements or claims.

3.1.4 The Technical Proposal must not include any financial information.

3.2 Financial Proposal

3.2.1 The envelope containing Financial Proposal shall contain all the information in the format prescribed in **Appendix II**.

- i. All the costs associated with the assignment shall be included in the proposal. These shall cover remuneration, research, accommodation, transportation, surveys, geo-technical investigations, preliminary facts/Assessment regarding Environmental & Social Impacts/ Investigations etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- ii. The Financial Proposal shall take into account all types of the tax liabilities and cost of insurance specified in the Data Sheet and the draft contract agreement.
- iii. Costs (including break down of costs) shall be expressed in Pak Rupees as per the requirement assessed by the Consulting firm/consortiums. **The payments shall be made only in Pak Rupees.**

4. SUBMISSION OF PROPOSALS

4.1 The Applicants shall submit all the details required in this RFP Document. All pages should be numbered serially and by giving an index of submissions. Applicants need to submit the proposal for each region separately in the prescribed form laid in this document.

4.2 You must submit the proposal (Technical & Financial) as indicated in Data Sheet. Each proposal will be sealed in an outer envelope which will bear the address and information indicated in the Data Sheet. The envelope must be clearly marked: **“Consultancy Services for:**

- i. **Providing Transaction advisory services for establishment of Horticulture Processing Plant(s) at Larkana Division in Sindh through private sector.**

4.2.1. The outer envelope will contain two separate envelopes, one clearly marked ‘**Technical Proposal**’ and the second clearly marked with ‘**Financial Proposal**’ ‘**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**’.

4.2.2. The Technical and Financial Proposal must be prepared in indelible ink and must be signed by the authorized representative of the Firm. The letter of authorization must be confirmed by a written power of attorney accompanying the proposals. All pages of the original Technical and Financial Proposals must be numbered and initialed by the person or persons signing the proposal.

4.3. The proposal must contain no interlineations or overwriting except as necessary to correct errors made by the Consulting firm/consortiums themselves, in which cases such corrections must be initialed by the person or persons signing the proposal.

4.4. Your completed proposal must be delivered on or before the time and date stated in Data Sheet. SEDF shall not be liable for any delay in submission of the Proposal within the stipulated period on any account whatsoever.

4.5. No bidder shall be allowed to alter or modify his bid(s) after the expiry of deadline for the receipt of the bids; Provided that the procuring agency may ask the bidders for clarifications needed to evaluate the bids but shall not permit any bidder to change the substance or price of the bid. However, the negotiations may be made with the selected firm, if required so, in accordance with the provisions under Rule 72 (2) of the SPP, Rules 2010.

4.6. Your proposal must be valid for the number of days stated in the Data Sheet from the closing date of submission of proposal.

5. CANCELLATION OF BIDDING PROCESS

5.1. A procuring agency may cancel the bidding process at any time prior to the acceptance of a bid or proposal. The procuring agency shall incur no liability towards the bidders, solely by virtue of its invoking 5.1. Intimation of the cancellation of bidding process shall be given promptly to all bidders and bid security shall be returned along with such intimation. The procuring agency shall, upon request by any of the bidders, communicate to such bidder, grounds for the cancellation of bidding process, but is not required to justify such grounds.

6. PROPOSAL EVALUATION

6.1. The Request for Proposal is being sought under Quality and Cost Based Selection (QCBS) method as described under Sindh PPRA Rules 2010. A single stage two envelop procedure will be adopted for evaluating the proposal. On the due date for submission of Proposals the Technical Proposals shall be opened in presence of the bidders while the sealed Financial Proposals will be locked away. The technical and financial proposals shall be evaluated by the

Consultants Selection Committee (CSC), applying the evaluation criteria and rating point system specified hereunder.

6.2. Evaluation of Technical Proposal

The CSC shall evaluate 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 (St). The minimum technical score (St) required to pass is: seventy (70) Points. Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet. The Evaluation criteria under QCBS are at **Appendix- III**.

Upon endorsement by the Consultant Selection Committee, the top-ranked party will be invited for contract negotiations, if necessary. In case the negotiations with the highest ranked party are unsuccessful, negotiations with the authorized representatives of second-highest ranked party may be carried out, and so on and so forth.

Rating System:

The Technical Proposal will be evaluated on the basis of Firms Experience, its financial strength and the experience of the personnel. The criteria to be used for evaluation and working system to be followed shall be as under:

S.No.	Criteria	Weightage (%age)
A1.	Firm's relevant experience of similar projects/Assignments	40
A2.	Qualification and relevant experience of the proposed key personnel	50
A3.	Adequacy of the proposed work plan and methodology in response to the TORs	10
Total		100

Sub-Criteria	Points
A1 Understanding of Agriculture & its Marketing Mechanism	100
a) Having Agribusiness Consultancy Experience (35 marks) 5 and above projects: 35 marks 4 Projects: 25 marks 3 Projects: 15 marks 2 Projects: 5 marks	35
b) Transaction advisory service experience related to the Public Sector (30 marks) 4 and above Projects: 30 marks 3 Projects: 20 marks 2 Projects: 10 marks	30
c) Financial Strength of the Firm – Revenue wise (Firms should submit audited financial statements for past three years) (35 marks) Over 1.5 billion and above: 35 marks Between 1 – 1.5 billion: 20 marks Between 0.5 to 1 billion: 10 marks	35
Total	100

Sub-Criteria	Points
A2. Qualifications and competence of the key staff for adequacy of the Assignment	100

S.No	Key Personal		
	Technical Team		40
1	Agribusiness Technical Expert		20
2	Agribusiness Marketing Expert		20
	Financial Team		60
3	Team Leader (Finance)		30
4	Financial Modeling expert		15
5	Project Finance and Modeling Expert		15
Total			100
2. Qualifications and competence of the key staff for adequacy of the Assignment			
Sr. No	KEY PERSONNEL		Total Points
a)	Technical Team		40
	1) Agribusiness Technical Expert • Master/Bachelor in Agriculture/ Horticulture or similar with experience in setting up Agro Processing plants <ul style="list-style-type: none"> • 5 and above projects: 20 marks • 4 projects: 15 marks • 3 projects: 10 marks • 2 projects: 5 marks 	20	
	2) Agribusiness Marketing Expert • MBA (Marketing)/Master/Bachelor in Agriculture/ Horticulture/Marketing or similar with experience of marketing products in national and international market <ul style="list-style-type: none"> • 5 and above projects: 20 marks • 4 projects: 15 marks • 3 projects: 10 marks • 2 projects: 05 marks 	20	
b)	Financial Team		60

	<p>1) Team Leader (Finance) ACA/CFA/MBA/ACCA having experience of Financial Advisory Services especially for PPP/PF projects</p> <ul style="list-style-type: none"> • 5 and above projects: 30 marks • 4 projects: 20 marks • 3 projects: 10 marks • 2 projects: 5 marks 	30	
	<p>2) Transaction Structuring / Financial Modeling Expert ACA/CFA/MBA/ACCA having experience of developing financial models for projects</p> <ul style="list-style-type: none"> • 5 and above projects: 15 marks • 4 projects: 12 marks • 3 projects: 08 marks • 2 projects: 04 marks 	15	
	<p>3) Project Finance Expert ACA/CFA/MBA/ACCA having experience of raising debt:</p> <ul style="list-style-type: none"> • 10 and above projects: 15 marks • 5 projects: 10 marks • 3 projects: 07 marks • 2 projects: 03 marks 	15	
	TOTAL		100 Marks
Sub-Criteria			Points
A3. Adequacy of the proposed work plan and methodology in responding to the TOR			100
A.	Understanding of TOR and Comments		40
B.	Quality of Approach and Methodology		40
C.	Work Program and Manning Schedule		20
	Total		100

$$\text{Technical Score} = \frac{A1[40]}{100} + \frac{A2[50]}{100} + \frac{A3[10]}{100}$$

The minimum technical score St required to pass is: 70 points

6.3. Evaluation of Financial Proposal

Total cost of Financial Proposal will be considered including all taxes. The CSC will determine whether the Financial Proposals are complete, qualified and unconditional. The

cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm/Consulting firm/consortium to be compensated and the liability to fulfill its obligations as per the terms of reference within the total quoted price shall be that of the Consulting firm/consortium.

The formula for determining the financial scores is the following:

$S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.

Proposals will be ranked according to their combined score which is technical (S_t) and financial (S_f) scores using the weights Technical Proposal ($T = 0.7$); and Financial Proposal ($F = 0.3$).

Combined Score = $S_t \times T + S_f \times F$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

7. BID SECURITY

The Consulting firm/consortium shall deposit a Bid Security equivalent to 1% (one per cent) of the bid price, which shall remain valid for a period of 28 days beyond the validity period for bids, in order to provide the procuring agency reasonable time to act, if the security is to be called; Bid security shall be released to the unsuccessful bidders once the contract has been signed with the successful bidder or the validity period has expired. The Bidder has the option to provide the Bid Security either as a Demand Draft, Pay Order or in the form of a Bank Guarantee, acceptable to the Procuring Agency. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

8. PERFORMANCE SECURITY

The successful consultant firm/consortium is required to submit Performance Security to protect SEDF in case of breach of contract by the consultant/consortium. The security shall extend 120 days beyond the date of completion of contract to cover defects liability period or maintenance period subject to final acceptance by SEDF.

9. DISQUALIFICATION OF CONSULTING FIRM/CONSORTIUMS

9.1. The procuring agency shall disqualify consulting firm/consortium, whether already pre-qualified or not, if it finds at any time, that the information submitted by him concerning his qualification and professional, technical, financial, legal or managerial competence as, consulting firm/consortium, was false and materially inaccurate or incomplete; or

9.2. At any stage has indulged in corrupt and fraudulent practices, as defined in Section 2 (q) of Part I-General Provisions of SPPRA rules 2010;

9.3. A consulting firm/consortium being aggrieved by the decision of the procuring agency regarding disqualification may seek relief through the mechanism of grievance redressal, as

provided under Rule 31 of SPPRA 2010.

10. BAR ON HIRING IN CASE OF CONFLICT OF INTEREST

The Consulting firm/consortiums shall not be hired if there is a conflict of interest. Any Consulting firm(s)/Consortium found to have a Conflict of Interest shall be disqualified.

11. MISCELLANEOUS

The Bidding Process shall be governed by this RFP, and construed in accordance with, the laws of Pakistan and the Courts at Karachi, Sindh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

12. INDEMNITY

The Consulting firm/consortiums will indemnify the Client for any direct loss or damage that is caused due to deficiency in services.

13. AWARD OF CONTRACT

The Contract shall be awarded to the best evaluated Consulting firm/consortium.

14. TAX LIABILITY

Government of Sindh will deduct all applicable taxes on Services. Consulting firm/consortium has to assess all other taxes and cost of insurance while quoting the price in the financial proposal.

15. THE ENVELOPES MUST BE CLEARLY MARKED:

The outer envelope will contain two separate envelopes, one clearly marked 'Technical Proposal' and the second clearly marked with 'Financial Proposal' 'DO NOT OPEN WITH THE TECHNICAL PROPOSAL'.

16. COMMENCEMENT OF ASSIGNMENT:

The Consulting firm/consortium shall commence the services from the date of effectiveness of the contract at the project site within 14-days

DATA SHEET

1.1	Name of the client	Sindh Enterprise Development Fund (SEDF), Finance Department, Government of Sindh
1.2	Name of Project	(i) Transaction advisory services for establishment of Horticulture Processing Plant(s) at Larkana Division (Guava, Tomatoes, & other horticulture products) in Sindh through Private Sector
1.7	Pre-Bid Meeting	A pre-bid conference will be held: Yes <input checked="" type="checkbox"/> N Monday, February 09, 2015 at 1500 hrs The Client's representative is: Mr. Mehboob ul Haq Chief Executive Officer Block B, First Floor, FTC Building, Shahrah-e- Faisal, Karachi. Tel :021-99207512-14 Fax :021-99207515
1.15	Duration of the Project.	10 months
2	The Attached Documents	I. Terms of Reference (TOR) II. Letter of Invitation (LOI) III. Appendices Appendix – I: Formats for Technical Proposal Appendix – II: Formats for Financial Proposal Appendix – III: Evaluation Criteria
2.2	Date of Receiving Clarification regarding RFP and address	Thursday, February 12, 2015 (Before 1100 hrs) Address: Sindh Enterprise Development Fund, Finance Department, Government of Sindh Block B, First Floor, FTC Building, Shahrah-e- Faisal, Karachi. Tel :021-99207512-14 Fax :021-99207515
3.	Method of selection	Quality and Cost Based selection as envisaged in the Sindh PPRA Rules, 2010.
3.2.1 (iii)	Currency	The common currency is "Pak Rupee"
4.2	Last Date and Address for submission of proposals	Thursday, February 19, 2015 (Before 14:30 hrs) Address: Sindh Enterprise Development Fund, Finance

		Department, Government of Sindh Block B, First Floor, FTC Building, Shahrah-e- Faisal, Karachi.																			
4.2.1	Technical and Financial Proposals	The outer envelope will contain two separate envelopes, one clearly marked ' Technical Proposal ' and the second clearly marked with ' Financial Proposal ' ' DO NOT OPEN WITH THE TECHNICAL PROPOSAL '. Overall 5 copies of Technical Proposals and one Financial Proposal.																			
4.6	Proposal Validity period	90 days from the closing date of submission of proposal.																			
6.2 6.3	Proposal Evaluation Criteria (Technical & Financial)	The evaluation of the technical and financial bids shall be held under Quality and Cost Based Selection (QCBS) Sindh PPRA rules 2010 <table border="1"> <thead> <tr> <th>S.No.</th> <th>Criteria</th> <th>Weightage (%)</th> </tr> </thead> <tbody> <tr> <td>A1.</td> <td>Firm's relevant experience of similar projects/Assignments</td> <td>40</td> </tr> <tr> <td>A2.</td> <td>Qualification and relevant experience of the proposed key personnel</td> <td>50</td> </tr> <tr> <td>A3.</td> <td>Adequacy of the proposed work plan and methodology in response to the TORs</td> <td>10</td> </tr> <tr> <td colspan="2" style="text-align: center;">Total</td> <td>100</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>Sub-Criteria</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>A1 Firm's relevant experience of similar projects / assignments</td> <td>100</td> </tr> </tbody> </table>	S.No.	Criteria	Weightage (%)	A1.	Firm's relevant experience of similar projects/Assignments	40	A2.	Qualification and relevant experience of the proposed key personnel	50	A3.	Adequacy of the proposed work plan and methodology in response to the TORs	10	Total		100	Sub-Criteria	Points	A1 Firm's relevant experience of similar projects / assignments	100
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		<p>a) Having Agribusiness Consultancy Experience (35 marks)</p> <p>5 and above projects: 35 marks 4 Projects: 25 marks 3 Projects: 15 marks 2 Projects: 5 marks</p> <p>b) Transaction advisory service experience related to the Public Sector (30 marks)</p> <p>4 and above Projects: 30 marks 3 Projects: 20 marks 2 Projects: 10 marks</p> <p>c) Financial Strength of the Firm – Revenue wise (Firms should submit audited financial statements for past three years) (Revenues) (35 marks)</p> <p>Over 1.5 billion and above: 35 marks Between 1 – 1.5 billion: 20 marks Between 0.5 to 1 billion: 10 marks</p>	<p>35</p> <p>30</p> <p>35</p>
		Total	100
		Sub-Criteria	Points
		A2. Qualifications and competence of the key staff for adequacy of the Assignment	100
S.No	Key Personal		
	Technical Team		40
1	Agribusiness Technical Expert		20
2	Agribusiness Marketing Expert		20
	Financial Team		60
3	Team Leader (Finance)		30
4	Financial Modeling expert		15

		5	Project Finance Expert	15
		Total		100
		A2. Qualifications and competence of the key staff for adequacy of the Assignment		
		Sr. No	KEY PERSONNEL	Total Points
		a)	Technical Team	40
			1) Agribusiness Technical Expert 20 <ul style="list-style-type: none"> • Master/Bachelor in Agriculture/Horticulture or similar with experience in setting up Agro Processing plants <ul style="list-style-type: none"> • 5 and above projects: 20 marks • 4 projects: 15 marks • 3 projects: 10 marks • 2 projects: 5 marks 	20
			2) Agribusiness Marketing Expert 20 <ul style="list-style-type: none"> • MBA Marketing)/Master/Bachelor in Agriculture/Horticulture/Marketing or similar with experience of marketing products in national and international market <ul style="list-style-type: none"> • 5 and above projects: 20 marks • 4 projects: 15 marks • 3 projects: 10 marks • 2 projects: 05 marks 	20
		b)	Financial Team	60

		<p>3)Team Leader (Finance) ACA/CFA/MBA/ACCA having experience of Financial Advisory Services especially for PPP projects</p> <ul style="list-style-type: none"> • 5 and above projects: 30 marks • 4 projects: 20 marks • 3 projects: 10 marks • 2 projects: 5 marks <p>4) Transaction Structuring / Financial Modeling Expert ACA/CFA/MBA/ACCA having experience of developing financial models for projects</p> <ul style="list-style-type: none"> • 5 and above projects: 15 marks • 4 projects: 12 marks • 3 projects: 08 marks • 2 projects: 04 marks <p>5)Project Finance Expert ACA/CFA/MBA/ACCA having experience of raising debt:</p> <ul style="list-style-type: none"> • 10 and above projects: 15 marks • 5 projects: 10 marks • 3 projects: 07 marks • 2 projects: 03 marks 	<p>20</p> <p>15</p> <p>15</p>	
		TOTAL		100 Marks
		Sub-Criteria		Points
		A3. Adequacy of the proposed work plan and methodology in responding to the TOR		100
	A.	Understanding of TOR and Comments		40

		B.	Quality of Approach and Methodology		40
		C.	Work Program and Manning Schedule		20
			Total		100
		<p>Technical Score = $\frac{A1[40]}{100} + \frac{A2[50]}{100} + \frac{A3[10]}{100}$</p> <p>The minimum technical score St required to pass is: 70 points</p> <p>The formula for determining the financial scores is the following: $Sf = 100 \times Fm / F$, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.</p> <p>Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights Technical Proposal (T = 0.7); and Financial Proposal (F = 0.3)</p> <p>Combined Score = $St \times T + Sf \times F$. The firm achieving the highest combined technical and financial score will be invited for negotiations.</p>			
7.	Bid Security	1 % (to be submitted with Financial Proposal)			
8.	Performance Security	5 %			
9.1	Clause on fraud and corruption:	As per the Sindh PPRA Rules, 2010			

APPENDIX - I
(FORMATS FOR TECHNICAL PROPOSAL)
(Form-I)
TECHNICAL PROPOSAL

FROM: TO:

Sir:

Subject: Providing Consultancy Service for _____

Regarding: **Technical Proposal**

I/We Consulting firm/consortium/ Consultancy firm herewith enclose Technical Proposal for selection of my/our firm/organization as consulting firm/consortium for _____

Yours faithfully,

Signature _____

Full Name _____

Designation _____

Address _____

(Authorized Representative)

(Form-II)

**NAME OF PROJECT FOR WHICH TECHNICAL AND FINANCIAL
PROPOSALS HAVE BEEN SUBMITTED**

(Form-III)**FIRM'S REFERENCES****Relevant Services Carried out in the Last five Years Which Best Illustrate****Qualifications:**

The following information should be provided in the format below for each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was legally contracted by the client stated below:

Assignment Name:		Country:
Location within Country :		Professional Staff Provided by your firm:
Name of Client :		No. of Staff :
Address :		No. of Staff Months :
Start Date (Month/Year)	Completion Date (Month / Year)	Approx. Value of Services : (in current PKR) :
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 :		

**Signature of Authorized Representative
(Certificate from Employer regarding experience
should be furnished)**

(FORM-IV)

CONSULTING FIRM/CONSORTIUM NAME:

**APPROACH AND METHODOLOGY PROPOSED FOR PERFORMING THE
ASSIGNMENT**

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

- 1 Composition of the team with reference to the ToR.
- 2 Technical Approach and Methodology
 - 2.1 Work Plan and
 - 2.2 Organization and Staffing

- 2 Approach for consultancy assignment with reference to the ToR.

COMMENTS/ SUGGESTIONS OF CONSULTING FIRM/CONSORTIUM

On the Terms of Reference (TORs):

(Form-VI)

**Composition of the Team Personnel and the task
which would be assigned to each Team Member**

Staff Information

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

Form-VII)**Format of Curriculum Vitae (CV) For Proposed Key Staff/ Person**

1. Proposed Position: _____
2. Name of Staff: _____
3. Date of Birth : _____
4. Nationality: _____
5. Educational Qualification: _____

(Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained).

(Please furnish proof of qualification)

6. **Membership of Professional Societies:**

7. Publications:

(List of details of major technical reports/papers published in recognized national and international journals)

8. **Employment Record:**

(Starting with present position, list in reversed order, every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience **period of specific assignment must be clearly mentioned**, also give client references, where appropriate).

9. **Summary of the CV**

(Furnish a summary of the above CV. The information in the summary shall be precise and accurate. The information in the summary will have bearing on the evaluation of the CV).

A) Education:

Field of Graduation and year

Field of post graduation and year

Any other specific qualification

B) Experience

Total experience: _____ Yrs.

Responsibilities held:

i) Yrs.

ii) Yrs.

iii) Yrs.

Relevant Experience: Yrs.

C) Permanent Employment with the Firm (Yes/No): If yes, how many years:

If no, what is the employment?

Arrangement with the firm?

10. Details of the current assignment and the time duration for which services are required for the current assignment.

11. Certification:

1. I am willing to work on the project as indicated in the deployment schedule and as required during the assignment period of 10 months.

2. I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly describes me my qualification and my experience.

3. I understand that Agriculture Department, Government of Sindh may initiate debarment proceedings against me if I abandon the assignment before its completion.

Signature of the Candidate

Place: _____

Date: _____

Signature of the Authorized Representative of the firm

Place: _____

Date: _____

Note:

i) Each page of the CV shall be signed in ink by both the staff member and the Authorized Representative of the firm. Photocopies will not be considered for evaluation.

ii) In order to check incorrect inflated bio-data of pay personnel, the client shall verify the details mentioned in CV by writing to the Employer indicated in the CV. The Consultancy firm shall be liable for any incorrect information.

Appendix-II
(Financial Proposal)
(Form-I)
FINANCIAL PROPOSALS

From:

To:

Sir:

Subject: Providing Consultancy Services for _____

Regarding: Price Proposal

I/We Consulting firm/consortium/ Consultancy firm herewith enclose Financial Proposal for selection of my/our firm/organization as consulting firm/consortium for _____

Yours faithfully,

Signature _____

Full Name _____

Designation _____

Address _____

(Authorized Representative)

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

(Form-II)**Format of Financial Proposal****Summary of Cost (in Local Currency PKR)**

The Financial Proposal should have the following information:

- 1 Financial Proposal Submission Form
- 2 Summary of Costs

No.	Description	Amount (in Rs)
	1) Project Feasibility and financing options analysis 2) Fee for raising project finance	
	Subtotal	
	Total cost net of service tax**	
	Service Tax	
	TOTAL COSTS (Including Service Tax)	

** Total Cost Net of Service Tax shall be considered for financial evaluation

Note: No escalation shall be payable during the services

Cost of Insurances shall not be allowed separately. These will be incidental to main items.

Rates for all items shall be quoted in figures as well as in words.

Appendix - III
Evaluation Criteria

The evaluation of the technical and financial bids shall be held under the Quality and Cost Based Selection Method (QCBS).

1. Evaluation of Technical & Financial Proposals

1.1. The Consultants Selection Committee (CSC) appointed by the Client will carry out its evaluation applying the evaluation criteria and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). Bidders receiving a technical score (St) of 70 points or higher shall stand qualified for the next stage (opening of financial bid), whereas bidders getting less than 70 points will stand disqualified and their sealed Financial Bids will be returned to them unopened.

The formula for determining the financial scores is the following:

$S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.

Proposals will be ranked according to their combined score which is technical (St) and financial (Sf) scores using the weights Technical Proposal ($T = 0.7$); and Financial Proposal ($F = 0.3$)

Combined Score = $St \times T + Sf \times F$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

2. Financial Bid opening

2.1 A public Financial Bid opening shall be held at the time, date and venue which shall be communicated to all technically qualified Bidder(s).

2.2 Confirm submission of bid security. In case the security is not submitted along with the financial proposal in the same sealed envelope, such proposal(s) shall be rejected without being evaluated.

3 The Agreement shall however, be signed after getting the same duly vetted and approved from the competent authority.

Scope of Work
Terms of Reference

1) Providing Transaction Advisory Services for establishment of Horticulture Processing Plant(s) at Larkana Division in Sindh through private sector

Background

The province of Sindh produces variety of agriculture produce which needs to adopt modern post harvest practices including processing/value addition, packaging and storage. Current practices are outdated resulting into post harvest losses up to 40% in certain cases. The processing plants are expected to serve as a model facility attracting investors to set-up similar processing plants, to fulfill the huge gap that remains uncatered in the supply chain and processing industry of the strategic crops which can lead to exports to higher paying markets like Middle East and Europe.

SEDF has identified the following project that is proposed to be developed in Larkana, Sindh:

- A three to five tons per hour pulping unit to be established for processing of guava, tomatoes and other horticulture products.

The above-mentioned location is only preferential location given the availability of these products. Ultimate locations will be determined by the potential investor(s) who are identified by SEDF for development of the project and providing/ raising the requisite project finance.

Scope of work

SEDF now wishes to engage a transaction advisory consortium that would facilitate in conducting technical and financial feasibility analysis and raise project finance for the proposed project. The scope of work of the advisory consortium is envisaged as follows:

i. Project feasibility analysis:

- a. Conduct an in-depth but brief study of existing conditions in the target sector(s), including project development pre-requisites such as:
 - i. Identifying supply chain interventions required for the success of processing segment within the target sectors.
 - ii. Market assessment of potential customers
- b. Technical feasibility for setting up of the processing facility including:
 - i. Technical requirements for the facility such as storages, cold chains, packing units etc in specified region in Sindh.
 - ii. Project's estimated capex, indicating likely timing of such costs, and operating costs, including requirements for material storage, transport and logistics and power source.
- c. Financial feasibility analysis of the project providing cash flows, profit and loss

account and investor returns

- d. Assist SEDF in identifying and analyzing funding support options available from government or developmental agencies for strengthening the success probability of identified projects.

ii. Project financing assistance for project developer:

- a. Suggest most appropriate capital structure and financing options for the identified project.
- b. Identify potential commercial lenders in the market for raising project finance
- c. Preparing project information memorandum and taking the project to the market
- d. Assistance in negotiations with potential lenders, leading to successful financial closure of the project

DRAFT INTEGRITY PACT

**(to be filled and submitted with Bid documents by Bidding consulting firm)
DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABLE
BY THE CONSULTING FIRM/CONSORTIUMS**

Contract Number: _____ Dated: _____

Contract Value: _____

Contract Title: _____

[Name of Supplier/Contractor/Consulting firm/consortium] 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 Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [Name of Supplier/Contractor/Consulting firm/consortium] 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, consulting firm/consortium, 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 Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

[Name of Supplier/Contractor/Consulting firm/consortium] 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier/Contractor/Consulting firm/consortium] 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 right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, [Name of Supplier/Contractor/Consulting firm/consortium] agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier/Contractor/Consulting firm/consortium] as aforesaid for the purpose of obtaining

**APPENDIX - 4: DRAFT TRANSACTION ADVISORY SERVICES AGREEMENT
CONSULTANCY SERVICES AGREEMENT**

CONTRACT

This contract is made at Karachi on this day of.

BETWEEN

The Sindh Enterprise Development Fund its offices at 1st floor, Tower B, Finance and Trade Center, Shakra-e-Faisal, Karachi, represented by the Chief Executive Officer (hereinafter referred to as “SEDF” or the “Client”);

AND

_____, a company incorporated under the laws of Islamic Republic of Pakistan and having its principal place of business at _____ Pakistan (hereinafter referred to as “Consultant”).

SEDF and Consultant are hereinafter referred to individually as a “Party” and collectively as “Parties”.

WHEREAS

- A. The Sindh Enterprise Development Fund wishes to seek proposals for consultancy services for Transaction Advisory Services for establishment of processing unit at Larkana Division (Guava, tomato and other horticulture products) (hereinafter referred to as “the Project”) in the province of Sindh;
- B. In order to proceed further, SEDF is desirous of engaging qualified consultants for conducting the feasibility study and providing the transaction advisory services in relation to the Project in accordance with the scope of work mentioned in Request for Proposal.
- C. The Sindh Enterprise Development Fund desires to engage a qualified transaction advisor (the “Transaction Advisor”) to provide “Transaction Advisory Services to establish **Horticulture Processing Plant(s) at Larkana Division in Sindh through private sector**” (hereinafter referred to as “the Services”);
- D. The Consultant (defined below), participated in, and was selected for the Assignment in a competitive bidding process whereby ‘Request for Proposal’ was sought through advertisement in national dailies on _____.
- E. The Consultant Selection Committee notified by the Sindh Board of Investment (hereinafter referred to as “the CSC”) in accordance with the Applicable Laws, assisted by the Sindh Enterprise Development Fund, will evaluate, interview, consider and discuss the experience, capabilities and available staff of potential bidders/firms to provide the Services for the Project, and after succeeding in the selection process the Consultant will be appointed in accordance with the Applicable Laws to provide such Services on the terms and conditions as set out herein, and in respect of which the Client and the Consultant desire to enter into an

Request for Proposal (RFP)

Establishment of Horticulture Processing Plant(s) at Larkana Division in Sindh

agreement;

- F. SEDF has agreed to accept the offer of the Consultant for undertaking the Assignment.

NOW THEREFORE, the Parties hereto agree as follows:

1. **Definitions**

In the Agreement, unless the context indicates otherwise, the following words and expressions shall have the following meanings unless inconsistent with the context:

“Applicable Laws” means all applicable laws, ordinances, regulations, judgments and orders of any competent court, central bank or governmental agency, authority in any relevant jurisdiction within the Republic of Pakistan, and such other laws as may be applicable;

“Agreement” means this agreement executed between SEDF and Consultant and includes all the schedules, if any, attached thereto;

“Assignment Team” means persons described under clause 13 of the Agreement, subject to changes arising from the negotiations;

“Associate” means, (a) officers, Directors, employees, representatives, advisors, attorneys, accountants and agents from time to time; (b) subsidiaries, holding companies (if any) and each of the subsidiaries of such holding company and each of their representative officers, directors, employees, representatives and agents from time to time; and (c) in the case of the Consultant, to the extent that they are not included in the definition, are the persons who, by virtue of any applicable law or regulation or sub-contractual arrangements, regarded as associated with the Consultant.

“Business Day” means any day other than Sunday or public holiday in the Republic of Pakistan;

“Client” means the Sindh Enterprise Development Fund (SEDF), represented by Chief Executive Officer for the purpose of the Agreement;

“Client Default” means an act or omission by the Client which results in a breach of any of its material obligations under the Agreement;

“Commencement Date” means the date of signing of the Agreement;

“Confidential Information” means any information:

- (a) determined by the Client to be privileged or confidential;
- (b) discussed in closed session by the bid evaluation panel;
- (c) which if disclosed would violate a person’s right to privacy;
- (d) declared to be privileged, confidential or secret in terms of any law including, but not limited to, information contemplated in the relevant Information Act of the Republic of Pakistan;

“Deliverables” means those deliverables as are specifically set out under the Agreement;

“Consultant” means 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

Request for Proposal (RFP)

Establishment of Horticulture Processing Plant(s) at Larkana Division in Sindh

includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals

“Parties” means the Client and the Consultant;

“Proposal” means the Consultant’s response to the Client’s Request for Proposal in respect of the carrying out of the services;

“Termination Date” means any date of termination of the Agreement in accordance with the relevant clauses and the terms of the Agreement;

“Variation” means any variation to the scope of services in terms of the Agreement.

2. Interpretation of the Agreement

The Agreement shall be interpreted according to the following provisions, unless the context requires otherwise. In the event of any conflict, inconsistency or ambiguity, the provisions will prevail as follows:

- 2.1. References to the provisions of any law shall include such provisions as amended, re-enacted or consolidated from time to time in so far as such amendment, reenactment or consolidation applies or is capable of applying to any transaction entered into under the Agreement;
- 2.2. References to clauses, sub-clauses, annexure and attachments are references to the clauses, sub-clauses, annexure and attachments of the Agreement;
- 2.3. The headings of clauses, sub-clauses, annexure and attachments are included for convenience only and shall not affect the interpretation of the Agreement;
- 2.4. Reference to "the Agreement", or "Agreement", shall include the Agreement and its annexure, attachments as amended, varied, notated or substituted in writing from time to time;
- 2.5. Words importing the singular shall include the plural and vice versa, and words importing either gender or the neuter shall include both genders and the neuter, and 'person' shall include both corporeal and incorporeal entities.

3. Entry into Force, Effectiveness and Termination of the Agreement

- 3.1. The Agreement shall enter into force and become effective on upon the Commencement Date or such other later date as may be agreed upon by the Parties hereto (the “Effective Date”).
- 3.2. The Consultant shall begin carrying out the Services not more than fourteen (14) days after the Effective Date or at such other date as may be mutually agreed upon by the parties.
- 3.3. Unless terminated earlier, the Agreement shall terminate on the Termination Date or at the end of such time after the Effective Date as agreed upon by the Parties hereto.

4. Agreement to Provide Services

- 4.1. With effect from the Commencement Date, SEDF hereby appoints the Consultant for the purpose of carrying out of the Assignment and the provision of the Services stated in the Scope of Work and the Consultant agrees to such appointment for such consideration as set out in Clause 6 below. It is further agreed between the Parties that unless the Scope of Work is amended in writing with the mutual agreement of the Parties, the work to be undertaken by the Consultant will be restricted to the Scope of Work.
- 4.2. The Agreement and the attachments thereto constitute the entire agreement between the parties, and no other undertaking, representation, warranty, promise or the like not recorded herein, whether express or implied, shall bind the Parties hereto.

5. Scope of Work

- 5.1. The scope of services (the “Services”) under the Agreement is based on the scope of work as laid out in Agreement (the “Scope of Work”).
- 5.2. The approach and methodology outlined in the Technical Proposal submitted by the Consultant shall be applied for the purposes of any interpretation of the Scope of Work.
- 5.3. Not Used.
- 5.4. Amendment(s) to the scope of services as set out in after the signing of agreement shall be done in accordance with the clause 6.2.

6. Fee

- 6.1. The Parties have agreed that fee (the “Fee”) for this Project will be **PKR** (Pak Rupee) payable on completion of different milestone achievements (the “Milestones”) as laid out in **Schedule of Deliverables**. Other related terms with respect to payment of fee and expenses are also set out in **Schedule of Deliverables**.
- 6.2. If the Client seeks to vary the Scope of Work, the Parties will discuss such matters mutually and any changes to the Scope of Work will be agreed between the Parties in writing, subject to mutual agreement on change in Fee.
- 6.3. Any amendment to the Scope of Work shall only become effective once the Parties have agreed to amendments/changes (if any) to the Fee which may occur as a result of such amendment in the Scope of Work. For avoidance of doubt, it is clarified that the agreement between the Parties in relation to the adjustment in the Fee as a result of any amendment in the Scope of Work is a condition precedent to the effectiveness of such amended Scope of Work.
- 6.4. The fee due and payable by the Client to the Consultant shall be a fixed advisory fee, subject to any amendments and/or adjustments in the same as a result of a change in the scope of services in accordance with clause 6.3.
- 6.5. All payments of the Fees shall be made in accordance with clause 12

7. Project Administration

- 7.1. Not Used.
- 7.2. The Consultant shall work in close coordination with the assigned officer of the Sindh Enterprise Development Fund. The assigned officer shall meet regularly with the Consultant during the course of the Project and shall provide guidance and input to the Consultant and will review the progress of work. All drafts and final work products shall be reviewed and accepted by the Client. All Consultant's concerns, disputes, and/or proposed changes shall be addressed through the assigned officer.
- 7.3. Any notice, request, or consent made pursuant to the Agreement shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the Agreement.
- 7.4. The Client shall provide prompt written notice to the Consultant whenever the Client observes or otherwise becomes aware of any matter which may substantially affect the Consultant's performance of Services under the Agreement.
- 7.5. The Client shall have unrestricted access to all plans, drawings, specifications, designs, reports, presentations, and other documents produced during the term of the Agreement by the Consultant and submitted to the Client for the purposes of the Project. To the extent that the Client has made payment of Fees to the Consultant in respect of the Milestones completed by the Consultant, the Consultant shall, not later than upon termination or expiration of the Agreement, deliver a copy of all such documents to the Client relating to such completed Milestones that have not already been submitted during the term of their engagement.

8. Warranties

8.1. SEDF represents and warrants to the Consultant that:

- (a) it has all the necessary authorization, mandate and capacity to award the scope of services to the Consultant pursuant to the Agreement and that it has further followed all necessary statutes and procedures in awarding the same to the Consultant;
- (b) the award of the Assignment to the Consultant by the SEDF is in accordance with the Applicable Laws;
- (c) the person executing the Agreement for and on behalf of the SEDF is duly empowered and authorized by SEDF in accordance with the Applicable Laws to execute the Agreement for and on behalf of SEDF.

8.2. The Consultant warrants that:

- (a) It has all necessary warranties from members of the Consultant confirming that they have the necessary professional, intellectual and material resources to undertake their respective parts of the Scope of Work in connection with the Assignment; and
- (b) It has all necessary consent from members of the Consultant to accept the Assignment, abide by the terms of the Agreement and that they shall perform their respective parts of work professionally and according to the international best practices.

9. Communication

- 9.1. All the significant communication between the Parties shall be in writing delivered through some established credible medium which will include email but deliverables shall be in hard copy form.
- 9.2. All of the substantive nature communication between the Parties shall be sent to the respective key contact persons without fail. In addition, any other person(s) or official(s) of the Parties to the Agreement may notify each other or the person(s) or official(s) to whom it is necessary and obligatory to send that communication.
- 9.3. The respective key contact persons for communication shall be:

<i>For Client</i>	<i>For Consultant</i>
Mr. Mehboob ul Haq CEO Sindh Enterprise Development Fund Block B, 1 st Floor, FTC Building Shahra-e-Faisal <u>Karachi.</u> Telephone: +92(0) 213 9920 7512-4 Fax: +92(0) 213 9920 7515 Email: mehboob.haq@gmail.com	

- 9.4. Either Party may change its address to any physical address and Fax number for this purpose, by an advance notice in writing to the other Party provided that such notice shall take effect 15 days following receipt of such notice by the other Party.

10. Reporting

- 10.1. The Consultant's reporting will be based on Deliverables, as described below and mentioned in request for proposal.
- 10.2. If in carrying their Scope of Work the Consultant becomes aware of any matters outside the Scope of Work that the Consultant considers to be of importance to the Project, the Consultant will bring these to the attention of Client. The Parties may, after mutual consultation, change the Scope of Work, if so needed, in the manner set out in clauses 5.4 and 6.2 to the Agreement.
- 10.3. The Consultant shall provide Client with the Deliverables as described in bidding document during the course of the Assignment:
- 10.4. The outcome of the Project is to complete the Assignment as per the agreed Scope of Work.
- 10.5. Whilst each submission of the Deliverables shall address different aspects of the Assignment that the Consultant shall perform, the Final Feasibility Report shall take into consideration the outputs in accordance with the Scope of Work from earlier work products submitted by the Consultant to SEDF in accordance with the Agreement.
- 10.6. Any additional tasks required by Client from the Consultant or other members of the Consultant shall be considered as additional services (the "Additional Services") and the fees for such services shall be governed under clause 6.2 to the Agreement.
- 10.7. In order to confirm that the Consultant's reports address all the matters within the agreed Scope of Work, the Consultant will submit a draft of its reports/ plans/ models to the Client for its comments prior to issuing it in final form. If the Client does not revert with any comments for a period of four (4) weeks from the date of submission by the Consultant of its draft reports/ plans/ models (as the case may be), the same shall be deemed to be accepted by the Client for the purposes of achievement of the Milestones as set down in request for proposal, and the Consultant will be entitled to (i) issue the final versions of the relevant deliverables; and (ii) payment for completion of such milestone in accordance with **bidding documents and final agreement**.
- 10.8. The Consultant shall be under no obligation to update any report for events occurring after the report have been provided in its final form.

11. Access

- 11.1. For undertaking the Assignment, the Consultant will have access to the material SEDF has which would facilitate the Consultant in connection with the Agreement. These would primarily include the following:
- (a) Any feasibility studies conducted previously to this effect;
 - (b) Any technical data or reports, including but not limited to water flow statistics, etc.;
 - (c) Any other documents as identified by the Consultant in the undertaking of the work as detailed in the scope of services.
- 11.2. The Client agrees that it shall notify the Consultant as soon practicable of any change in any material information previously made available to the Consultant or the Consultant which comes to the attention of the Client.
- 11.3. The Client shall arrange access to and discussions with the relevant Client officers and officials, on, as well as off Project sites, in addition to coordinating visits to the Project sites.
- 11.4. The Consultant will provide to the Client, information in relation to the Project that it obtains during the term of the Agreement, but shall not be under any obligation, to provide such information, the disclosure of which would breach any Applicable Law, any regulation of any governmental supervisory or regulatory authority, the internal rules and/or regulations of the Consultant, the terms of any agreement to which the Consultant or any member thereof are/is a party, or any duty of confidentiality that the Consultant or any member thereof owes to a third party.
- 11.5. The Client hereby agrees and confirms that the Consultant shall not be liable for any direct or indirect losses, claims, damages, liabilities, costs, expenses, charges, and any other amounts payable, claimed or adjudged to be payable as a consequence of any actions, demands, proceedings, enquiries, investigations, judgments, decisions or reports or any other matter whatsoever (“Liabilities”) suffered or incurred by, or brought or threatened to be brought or entered or enforced by or against the Consultant by reason of, in connection with, or arising, directly or indirectly, out of the Agreement or the provision of the Services pursuant to the Agreement or any other service directly or indirectly related thereto.
- 11.6. Client hereby further confirms that the Consultant shall not be liable and/or responsible for any direct or indirect Liabilities that may arise as a consequence of the Consultant providing the Services in terms hereof. The Client acknowledges and irrevocably confirms that all information in relation to the Services being performed under the Scope of Work by the Consultant have been reviewed and accepted by the Client as being the relevant information to be applied in respect of the Assignment and accordingly the Consultant will not be liable for any defects, errors and/or omissions in the provision of the Services by the application of the information and the utilization of the information specifically provided by the Client.
- 11.7. The Client shall provide guidance and assistance, in the establishment of the liaison

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and obtaining relevant information/ studies from the concerned governmental agencies, consultants and other stakeholders. In case of absence or non-availability of such information, however, the Consultant shall rely mainly on its own sources of information. In no event however, shall the Consultant be responsible for the completeness and accuracy of information collected from Client or other third parties. It is however, agreed by the Consultant that only authenticated information shall be relied upon, that is, if the information is either signed by the agency concerned or if it is issued/made public with the approval of the same. (The sources like Wikipedia.com shall not be considered authentic even if the reference for information therein is made to a government agency).

12. Payment to Consultant

- 12.1 The Consultant shall be responsible for financing its activities until such time as payment is effected by the Client.
- 12.2 The Client shall compensate the Consultant for services rendered under the Agreement in accordance with the Consultant's Time Plan and Reporting Schedule, as attached under request for proposal / bidding documents including Technical proposal.
- 12.3 Subject to the other terms and conditions of the Agreement, all payments due by the Client to the Consultant shall be paid within thirty (30) days from the date of approval or deemed approval of the relevant reports by the Client, save for payment in respect of the final report which shall be made within forty-five (45) days from submission of such report. The Client shall be obliged to approve or reject reports within twenty eight 28 days from the date of submission by the Consultant. In the event that a report is rejected or approval is delayed, the Client shall be obliged to give the reasons provided however, in the event the Client fails to approve or reject reports within twenty eight 28 days from the date of submission by the Consultant, the same shall be deemed approved by the Client.
- 12.4 In relation to payments to be made to Consultant the same shall be made through a demand draft or crossed cheque in favour of the said parties, issued by a scheduled bank in PKR.

13. Assignment Team

- 13.1 The Parties shall, immediately after the Commencement Date, form an assignment team (the “Assignment Team”), which will be responsible for the management of the Agreement so as to ensure the smooth and satisfactory delivery of the Services by the Consultant to the Client.
- 13.2 The Assignment Team shall be composed of the following:
- (a) An officer appointed by the Client, who shall have authority to bind the Client;
 - (b) Such other additional members as appointed by the Client;
- 13.3 The functions of the Assignment Team shall be as follows:
- (a) To facilitate communication between the Parties;
 - (b) To review the progress on the implementation of the Agreement;
 - (c) To manage and resolve potential disputes; to monitor and maintain alignment with institutional policy and strategy;
 - (d) To achieve Agreement objectives within agreed scope, time, cost and quality;
 - (e) To provide advice and consent on scope variation;
 - (f) To facilitate all necessary institutional and treasury approvals; and
 - (g) To provide feedback to relevant stakeholders.
- 13.4 The Assignment Team shall determine an appropriate set of meetings to be held and the frequency thereof.
- 13.5 Except as the Client may otherwise agree, no changes shall be made in the Assignment Team or the Sub-consultants. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Assignment Team, the Consultant shall provide as a replacement a person of equivalent or better qualifications, subject to the approval of the Client. The Client may require the Consultant to remove and replace any staff member, stating reasons for such action.

14. Obligations of the Parties

14.1 The Client undertakes:

- (a) to remunerate the Consultant with the Fee for its Services, as set out in the payments clause herein;
- (b) to use its reasonable endeavors to ensure that the Consultant has timely and adequate access to all information, personnel and documentation available to the institution that will be required by the Consultant to render the Services;
- (c) to inform the Consultant of any information or developments which may come to their attention during the duration of the Agreement, which might have a bearing on or be relevant to the services to be provided by the Consultant; and
- (d) to co-operate with the Consultant at all times for purposes of facilitating a timely and efficient delivery of the Services;
- (e) to respect and observe all Applicable Laws..

14.2 The Consultant undertakes:

- (a) to perform the Services using reasonable skill and care in accordance with applicable professional standards;
- (b) to devote the necessary time and attention to providing the Deliverables and not engage in any business or activity that will prevent the Consultant from providing the Services;
- (c) to ensure that no conflict of interest materializes, and in the event of a conflict of interest arising, to immediately advise the Client of same, upon which advice the Client shall, in its sole and absolute discretion, decide whether to proceed with the Agreement or to terminate it forthwith. Failure by the Consultant to advise the Client of any conflict of interest shall amount to a material breach of the Agreement and shall entitle the Client to terminate the Agreement forthwith;
- (d) to render the services in accordance with the deliverables, timeframes and specifications, as set out in the deliverables schedule, annexed hereto, as amended by written agreement of the parties;
- (e) that all actions and commitments agreed upon or pursuant to the project management committee meetings or agreed to with the project officer, will be strictly adhered to;
- (f) to maintain the professional personnel as promised and committed to by the Consultant in its proposal throughout the life of the Agreement, and as recorded in the Deliverables schedule, and that in the event of any dedicated member of the Consultant becoming incapacitated and unable to carry out his

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or her duties or whose performance the Client reasonably considers to be unsatisfactory in its discretion, to replace, at the Consultant's cost, such member, subject to the written approval of the Client;

- (g) to observe neutrality and objectivity in its views and opinions;
- (h) to respect and observe all Applicable Laws.

15. Terms of Business

In the event of any conflict, inconsistency or ambiguity, the provisions will prevail as follows:

1. The Agreement;
2. Technical and Financial Proposal submitted by the Consultant

16. Miscellaneous

16.1 Assignment and Charges

- (a) Except with regard to services to be executed and reports to be submitted by other members of the Consultant, the Consultant shall not assign the Agreement or any part hereof except with prior consent in writing of the Client, which consent the Client shall be entitled to decline without assigning any reason whatsoever. Notwithstanding the generality of this clause, nothing herein shall restrict the ability of the Consultant to delegate any part of the scope of services to members of the Consultant.

16.2 Liability and Indemnity

- (a) The Consultant shall indemnify, defend and hold the Client harmless against any and all proceedings, actions and third party claims arising out of a breach by the Consultant of any of its material obligations under the Agreement except to the extent that any such claim has arisen due to the an act, omission or default of the Client. However, any claims for liability shall be subject to limitations set forth in Schedule E
- (b) The Client will indemnify, defend and hold harmless the Consultant against any and all proceedings, actions, third party claims for loss, damage and expense of whatever kind and nature arising out of an act, omission or breach by the Client, its officers, servants and agents of any obligations of the Client under the Agreement.
- (c) Without limiting the generality of clause 16.2(a) above to the Agreement and subject to the limitations contained in Agreement, the Consultant shall fully indemnify, save harmless and defend the Client including its officers servants, agents and subsidiaries from and against any and all loss and damages arising out of or with respect to (i) a failure of the Consultant to comply with applicable laws (including intellectual property laws and rights) and applicable permits or (ii) a failure on the part of the Consultant to make any payments of amounts due as a result of materials or services furnished to the Consultant or any of its sub-contractors which are payable by the Consultant or any of its sub-consultants. Further, without limiting the generality of clause 16.2(b), the Client shall fully indemnify, save harmless and defend the Consultant including its officers servants, agents and subsidiaries from and against any and all loss and damages arising out of or with respect to (i) a failure of the Client to comply

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- with Applicable Laws and applicable permits or (ii) a failure on the part of the Client to make any payments of amounts due to the Consultant.
- (d) The Client hereby indemnifies and agrees to hold the Consultant harmless from and against any and all Liabilities suffered or incurred by, or brought or threatened to be brought or entered or enforced against the Consultant which arise out of matters or transactions contemplated by, or consequent upon the Consultant's and the members of the Consultant's engagement under the terms of, the Agreement. The Liabilities to which this paragraph applies shall include costs of investigating, defending, preparing a defense and disputing any Liability and costs incurred in establishing any claim against any other person or in mitigating any loss and shall be additional to any rights which the Consultant may have at law. This indemnity shall not be affected in any way by any enquiry or investigation which the Consultant may have conducted into any matter.
 - (e) The SEDF confirms that the abovementioned indemnity provided by the Consultant is subject to the following; (a) each Member shall be severally liable and responsible for its own Deliverables as per the Scope of Work detailed in **bidding documents and technical proposal**, (b) the Members shall not be deemed to be in partnership and their liability at all times shall be several and; (c) no Member shall be responsible nor liable for the Deliverables or the contents of the Deliverables of any other Consortium Member.
 - (f) Notwithstanding anything to the contrary contained in the Agreement, the maximum aggregate liability of each member of the Consultant, under the Agreement shall be restricted to the total fee paid by the Client to the such member of the Consultant for the Scope of Work assigned to such member of the Consultant.

16.3 Confidentiality

- (a) Neither Party shall during the term of the Agreement ("Receiving Party"), without the prior written consent of the other Party ("Disclosing Party"), disclose any proprietary or confidential information relating to the assignment, the Agreement or the business or operations of the Disclosing Party to anyone other than those persons who are connected to the Receiving Party and who are required or authorized to have access to such information. Notwithstanding anything contained in the Agreement, the Consultant shall be at liberty to disclose all information as may be required to the members of the Consultant.
- (b) The obligation to maintain the confidentiality of information shall survive the termination of the Agreement, but will not apply to confidential information which was in the public domain prior to being disclosed by the Consultant and has come into the public domain other than as a result of being divulged by the Receiving

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Party. The provisions of this clause 16 shall not apply to any information that is disclosed or that is required to be disclosed pursuant to the Applicable Laws.

16.4 Ownership of Material and Intellectual Property

- (a) Any information provided by the Client to the Consultant and any studies, reports and documentation produced by the Consultant in performance of the services (hereinafter referred to as “the materials”) shall belong to and remain the property of the Consultant, however, the Client shall have the right to use such drawings and other documents for the performance of the works of the project.
- (b) Upon termination of the Agreement for any reason whatsoever and subject to payment of the relevant Fees, the Consultant must shall return to the Client all materials in its possession which belong to the Client, regardless of whether or not such materials were originally supplied by the Client to the Consultant.

16.5 Governing Law and Jurisdiction

- (a) The Agreement shall be construed and interpreted in accordance with and governed by the laws of Islamic Republic of Pakistan and the Courts of appropriate jurisdiction in the Province of Sindh shall have the exclusive jurisdiction over all matters arising out of or relating to the Agreement.

16.6 Waiver

- (a) No waiver by a party of any right under the Agreement shall be effective unless reduced to writing and signed by or on behalf of all the parties.
- (b) Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations or under the Agreement shall not:
 - i. operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under the Agreement;
 - ii. be effective unless it is in writing and executed by a duly authorized representative of such Party; and
 - iii. affect the validity or enforceability of the Agreement in any manner.
- (c) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of the Agreement or any obligation there under nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

16.7 Term, Termination and Survival

- (a) The appointment of the Consultant in terms of the Agreement shall automatically terminate upon completion of the Services as per

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the Scope of Work. During the stated period the Consultant shall endeavor to facilitate the Client in the timely completion of all Services relating to the Project. In case the Project is not completed within the agreed time, the Consultant shall request the Client for reasonable extensions with necessary justifications. Upon expiry of the term specified herein, the Agreement may be renewed for further services / Projects, upon the mutual consent of the Parties.

- (b) Either Party may terminate the Agreement upon written notice if the other Party is in breach of its obligations as contained in the Agreement and such breach is not cured within sixty (60) days following receipt of written notice thereof by the non-breaching Party.
- (c) Termination of the Agreement (a) shall not relieve the Consultant or the Client of any obligations hereunder which expressly or by implication survives Termination hereof;(b) shall not relieve Client for making payment of the Fee and other amounts due and payable in terms of the Agreement; and (c) except as otherwise provided in any provision of the Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations that have already arisen or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

16.8 Amendments

The Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

16.9 Severability

- (a) If for any reason whatever any provision of the Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Agreement or otherwise.

16.10 No Partnership

- (a) Nothing contained in the Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

16.11 Exclusion of Implied Warranties, etc.

- (a) The Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in a binding legal agreement executed by the Parties.

16.12 No Representations

- (a) No party may rely on any express, tacit or implied term, representation, promise, warranty or the like which allegedly induced that party to enter into the Agreement, unless the term, representation, promise, warranty is recorded in the Agreement.

16.13 Costs

- (a) Each party shall bear its own legal costs of, and incidental to, the negotiation, drafting and preparation of the Agreement.
- (b) Any costs, including attorney and own client costs, incurred by a party, arising out of the breach by either party of any of the provisions of the Agreement, shall be borne by the party in breach.

16.14 Counterparts

- (a) This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of the Agreement.

16.15 Force Majeure

- (a) For the purposes of the Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Agreement impossible or so impractical as to be considered impossible under the circumstances.
- (b) The failure of a Party to fulfill any of its obligations under the agreement shall not be considered to be a breach of, or default under, the Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:
 - i. is not negligent, has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the Agreement; and
 - ii. has informed the other Party as soon as possible about the

occurrence of such an event.

- (c) Any period within which a Party shall, pursuant to the Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

16.16 Dispute Resolution

In the event of any controversy or claim arising out of or relating to the Agreement or a Statement of Works, or a breach thereof, the Parties shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to the parties. If the Parties fail to settle the controversy or claim at the expiration of thirty (30) days, the matter will be referred to sole arbitrator to be appointed by the Parties with mutual consent within fifteen (15) days from the date of receipt of a notice of arbitration served by any Party hereto. In case the Parties fail to agree on sole arbitrator within the said period, the matter shall be referred to two arbitrators, one to be appointed by each of the Parties to dispute and to an Umpire to be appointed by the arbitrators before entering upon the reference. The sole arbitrator or the arbitrators and Umpire shall proceed to arbitrate in accordance with and subject to the provisions of the Arbitration Act, 1940 or any statutory modification or reenactment thereof for the time being in force.

The Parties agree that:

- (a) all arbitration proceedings will take place in the jurisdiction of the Sindh province;
- (b) except as may be required by law, neither a party nor its representatives may disclose the existence, content or results of any arbitration hereunder without the prior written consent of all parties.
- (c) the language of the arbitration shall be English;
- (d) it is the intent of the Parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within 120 days from the date the arbitrator is appointed. The arbitral tribunal may extend this time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.
- (e) the decision of such arbitration to award or awards made by such arbitrator(s) and Umpire shall be final and binding upon the Parties hereto without appeal to any court or other party(s);
- (f) pending the decision or award, the Parties shall continue to perform their obligations pursuant to the Agreement or Statement of Work;

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- (g) this clause shall continue in force notwithstanding the termination of the Agreement or any Statement of Work; and
- (h) resort to arbitration shall be a condition precedent to any legal proceedings through a Court of law.

Should arbitration occur between the Parties relating to the provisions of this Contract, each party shall bear its arbitration expenses, witness and representation fees.

16.17 General Terms and Conditions

The obligations of the Consultant as contained in the Agreement and with respect to any services to be provided herein shall be subject to the general terms and conditions of the Consultant.

17. General Provisions

- 17.1 The terms of the Agreement and any attachments or addenda hereto form an integral part of this Agreement.

The Parties agree that the Client is the beneficiary, and that all supplemental agreements, disputes and other financial, legal and technical documents pertaining to the performance of the Agreement shall be processed through the Client.

- 17.2 The Parties agree that credit on all reports, progress reports, interim reports, and other documents produced under the Agreement shall indicate that the work was conducted under funding provided by the Client.
- 17.3 The Parties shall cooperate and collaborate in the performance of their respective services in accordance with the Request for Proposal Document, and in accordance with the Scope of Work. The Consultant shall perform its undertakings in full conformity with the provisions of the Agreement, and shall, at all time, to the extent possible for each Party, prevent any breach in respect thereof.
- 17.4 The Consultant agrees that it shall carefully, strictly, and specifically comply with each and every provision of the Agreement that relates to the confidential or proprietary information. Further, the work products, including but not limited to, findings, observations, recommendations, system designs, source and object code(s), and procedures shall be deemed important, confidential and material.
- 17.5 The Consultant or any of its employees shall not, at any time, either directly or indirectly, communicate to any other person, firm, corporation, or public entity in any manner whatsoever, any such confidential or proprietary information, data, or documents gathered, prepared, seen, or generated during the Assignment, except with the explicit permission of The Client.

18. Entire Agreement

18.1 The Agreement contains all the express provisions agreed on by the Parties with regard to the subject matter of the Agreement, and the Parties waive the right to rely on any alleged express provision not contained in the Agreement.

In witness whereof the, Parties have executed and delivered the Agreement as of the date first above written.

For and on behalf of Client

For and on behalf of Consultant

Signature

Signature

[Mr. Mehboob ul Haq]
Sindh Enterprise
Development Fund

Witness:

1. Name:
CNIC:

1. Name:
CNIC:

2. Name:
CNIC:

2. Name:
CNIC: