

**REQUEST FOR PROPOSAL**  
**FEASIBILITY STUDY & TRANSACTION ADVISORY SERVICES**  
**LIVESTOCK FARMS PROJECT**

(IN PUBLIC PRIVATE PARTNERSHIP MODE)

Issued By:

**Livestock & Fisheries Department**  
**Government of Sindh**

Assisted By:

**Public Private Partnership Unit**  
**Finance Department, Government of Sindh**



*Partnership for Development*

RFP Issue Date: November 15, 2014

RFP Submission Date: December 09, 2014

# Contents

<b>1. INVITATION LETTER</b>	<b>2</b>
<b>2. TERMS OF REFERENCE</b>	<b>3</b>
2.1 Project Background	3
2.2 Project Objectives	4
2.3 The Assignment	4
2.4 Scope of Work	5
<b>3. BID ADMINISTRATION</b>	<b>8</b>
3.1 Technical Proposal	8
3.2 Financial Proposal	8
3.3 Submission Procedure	9
3.4 Evaluation Procedure	9
<b>4. INSTRUCTIONS FOR BIDDERS</b>	<b>11</b>
4.1 General	11
4.2 Pre-bid Conference	12
4.3 Bid Submission Venue and Due Date	12
4.4 Award of contract	13
4.5 Disqualification of bidders	13
4.6 Relevant Laws	13
4.7 Bid Security	13
<b>5. APPENDIX-I: EVALUATION CRITERIA</b>	<b>14</b>
<b>6. APPENDIX-II: TECHNICAL PROPOSAL FORMAT</b>	<b>16</b>
<b>7. APPENDIX-III: FINANCIAL PROPOSAL FORMAT</b>	<b>26</b>
<b>8. APPENDIX-IV: DRAFT TRANSACTION ADVISORY SERVICES AGREEMENT</b>	<b>28</b>
<b>SCHEDULE A- SCOPE OF WORK</b>	<b>39</b>
<b>SCHEDULE B - PROJECT TEAM</b>	<b>42</b>
<b>SCHEDULE C - DELIVERABLES AND PAYMENTS</b>	<b>43</b>
<b>SCHEDULE D- TIME PLAN</b>	<b>45</b>
<b>SCHEDULE E- TERMS OF BUSINESS</b>	<b>46</b>

## 1. INVITATION LETTER

Dear Sir/Madam,

**Sub: Feasibility Study and Transaction Advisory Services for Livestock Farms Project in Public Private Partnership mode**

*Livestock & Fisheries Department, Government of Sindh (the **Client**), assisted by Public Private Partnership Unit, Finance Department, Government of Sindh (the **PPP Unit**), invites “Technical and Financial Bids” for “Feasibility Study and Transaction Advisory Services to implement the livestock farms project under Public Private Partnership mode” (the **Assignment**), from prospective firms/consortiums.*

The Livestock & Fisheries Department, Government of Sindh, has conceived a project under PPP mode, to offer the Government of Sindh livestock farms to private sector to upgrade the livestock farms to fulfill the object of preserving the breeds and to develop farms on modern lines as well as establish livestock related facilities such as artificial insemination, feed mills, milk pasteurizing units etc. which will create employment opportunities, transfer of technology, and innovative management practices for the benefit of overall livestock sector of Sindh. A detailed description of the assignment and its objectives are given in the enclosed Terms of Reference (TORs).

Prospective bidders/firms/consortiums are encouraged to acquaint fully with the Assignment and local conditions before submitting their bids, by sending written queries to the Client, and attending a pre-bid conference on the date and time that shall be communicated separately. Please note that no cost of any such visit or queries is reimbursable.

It may also be understood that this Transaction Advisory Services hiring process shall be governed by Sindh Public Private Partnership Act 2010, and Sindh Public Procurement Rules, 2010. The participants are therefore advised to carefully go through these statutes to understand nature of their possible relationship with the client and the rules governing this relationship.

Yours sincerely,

**Secretary**  
Livestock & Fisheries Department  
Government of Sindh

## 2. TERMS OF REFERENCE

### 2.1 Project Background

2.1.1 The livestock sector is an important sector of Sindh's agriculture mix and holds much value in the rural socio-economic system. The growing size of population, economy and increased demand of livestock products in the domestic as well as international market put pressure on the domestic supply of livestock and its products. Conducive environments for raising livestock, farming of animals holds comparative advantage for production. There is a great potential in the livestock sector of Sindh which if properly managed can upgrade the socio-economic condition of the rural Sindh and provide livelihood to millions of poor inhabitants of rural Sindh.

2.1.2 The Livestock & Fisheries Department, Government of Sindh owns five (5) major livestock farms (the "GoS Livestock Farms"):

- i. **Livestock Experiment Station, Karachi:-** The farm acreage is 535.03 acres and mainly red Sindhi cattle breed is situated at farm;
- ii. **Red Sindhi Cattle Breeding Farm, Tando Muhammad Khan:-** The farm acreage is 2483.16 acres;
- iii. **Livestock Experiment Station, Nabisar Road, Umar Kot:-** The farm acreage is 4270.08 acres and mainly Thari cattle breed is situated at farm;
- iv. **Livestock Development & Research Farm, Rohri:-** The farm acreage is 819.39 acres and mainly Kundi Buffaloes breed is situated at farm;
- v. **Dadu:-** The Farm acreage is 82.18 acres and mainly Kamori Goat breed is situated at farm;

These GoS Livestock Farms were basically setup to conserve the local livestock breeds and to reproduce high quality animals using modern technologies. Since, breed maintenance and improvement plays a vital role in the productivity, the contribution of these livestock farms has not been upto desired level, hence the public resources employed have not produced desired expected results.

2.1.3 The GoS Livestock Farms can greatly contribute in the rural economic development substantially as success of these farms can be replicated by the small and medium farmers in the province. The vast land-holding of these farms is being highly under-utilized and there is a great scope of diversified facilities related to livestock sector. Due to vast land-holding of these farms, the diversified facilities may include but not limited to artificial insemination which will lead to breed improvement, feed mills, seed production unit, urea molasses block, milk pasteurizing units, cultivation of green fodder, water pumps and other facilities recommended by the consultant after thorough feasibility of the aforementioned GoS Livestock Farms.

2.1.4 The present strategy of the Government of Sindh (the **GoS**) is to encourage the private sector to invest into the livestock business. It aims at providing an enabling environment for its "private sector-led development" initiative. In a

nutshell, the livestock sector offers greater opportunities to the investors and market players to undertake farming projects and tap opportunities to earn mark-ups on their investments. Plentiful opportunities are available in the farming business and the ancillary industries to integrate and produce high value-added products that would not only cater to domestic needs of a large customer base but may also provide enhanced opportunities for exporting them to the international markets where food security is a rising concern.

## 2.2 **Project Objectives**

2.2.1 Government of Sindh desires to achieve following objectives from these GoS Livestock Farms (the **Livestock Farms Project**):

- a) To upgrade and innovate the present GoS Livestock Farms, “being considered nerve centers of livestock activity being run on primitive pattern” to convert them into model farms by the application of latest technology and management practices;
- b) Development and conservation of indigenous breeds by introducing elite (super) germ plasm for the quality herd, improving desirable characters and further carrying research on scientific lines;
- c) Introduction of latest technology in livestock sector to achieve the goal of establishing and maintaining high yield herd;
- d) Establishment of livestock ancillary industries to integrate and produce high valuable products;
- e) Big chunks of agricultural land of each livestock farm are under the occupation of tenants which is to be planned for better utilization either by elimination or downsizing of tenancy. The present tenancy system is generating low revenue as compared with private sector;
- f) To make the GoS Livestock Farms (as model farms) by utilizing the concept of mixed farming where research and revenue generations be main goal;
- g) Promote the establishment of feed mills to prepare own feed for GoS Livestock Farms;
- h) Establish seed production unit to produce own seed on GoS Livestock Farms to become self-sufficient in seed production;
- i) Promotion of utilization of crops, vegetables and fruit residues;
- j) Promotion of conservation of fodder as hay & silage and enrichments /processing of dry fodders and introduction of urea molasses blocks;

## 2.3 **The Assignment**

2.3.1 The transaction advisor (successful bidder) shall be required to conduct feasibility study and structure the transaction for Livestock Farms Project in PPP mode in line with GoS's objectives.

2.3.2 The scope of work has been broadly categorized into three phases. However, the Government reserves the right to end the Transaction Advisory Services for this assignment at the end of any of the Phases if it is satisfied that proceeding further will not help achieve the Government Objectives.

## 2.4 Scope of Work

2.4.1 **Phase 1:** Project structuring shall include but not limited to the following components:

### 2.4.1.1 Survey and Investigation of Livestock Farms

- a) The physical surveys and investigation of GoS Livestock Farms, be a task of a team of experts rather than any one individual;
- b) Assess the present status and existing infrastructure facilities of GoS Livestock Farms including but not limited to existing veterinary animals, breeds specification, land, irrigation facility for fodder cultivation, survey of utility services;
- c) Undertake all surveys and investigations necessary for effective planning and definition of the project that would enable compilation of concession documents for adequate understanding by the prospective investors;
- d) The key goal of all these survey & investigation in addition to the above, should also be to identify constraints and recommendations to remove such constraints for the Livestock Farms Project;

### 2.4.1.2 Methodology and Action Plan

- a) Develop a comprehensive plan for effective implementation of Livestock Farms Project which may include but not limited to following:
  - i. Scope of the Livestock Farms Project;
  - ii. Business plan, which defines structural relationship of Private and Public sector entities;
  - iii. Action plan for raising local livestock breeds, artificial insemination, utilization of vast landholding and existing GoS human resources employed at GoS Livestock Farms in order to implement diversified facilities related to livestock sector including feed mills, seed production unit, urea molasses block, milk pasteurizing units, cultivation of green fodder, water pumps and other facilities recommended by the consultant;
  - iv. Methodology on how to undertake livestock related diversified facilities based on strengths and weaknesses of the GoS Livestock Farms;

2.4.2 **Phase 2: Feasibility Study** shall include but not limited to the following components:

#### 2.4.2.1 Legal Viability Assessment

- a) What laws, rules, regulations will be involved in the project implementation?
- b) What kind of District, Provincial and Federal approvals are required for establishing the project?

#### 2.4.2.2 Socio-Economic Viability Assessment

- a) Conduct stakeholder consultation for awareness and feedback;
- b) Highlight factors impacting the project during the procurement, development and operations phases;

#### 2.4.2.3 Technical Viability Assessment

- a) Prepare technical viability assessment report along with justification for recommended technologies;
- b) Develop preliminary designs according to international best practices covering all the technical aspects of recommended technologies to be adopted;

#### 2.4.2.4 Initial Environment Examination

- a) Prepare Initial Environmental Examination Report;

#### 2.4.2.5 Financial Viability Assessment

- a) Develop financial model of the Livestock Farms Project covering the projected revenues, construction/development and Operations & Maintenance cost estimates over the life of the Livestock Farms Project;
- b) Prepare cost estimates for allied facilities and ancillary works based on the schematic designs;

#### 2.4.2.6 PPP Options Analysis

- a) Prepare a viable transaction structure for implementation of the Livestock Farms Project;
- b) Value for Money (VfM) analysis based on public sector comparator model;
- c) Identify possible PPP options and their impact on the financial and commercial viability, financial model and transaction structuring;
- d) Identify the project risks and develop risk matrix.

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

2.4.3 **Phase 3: Bid Process Management and Transaction Marketing** shall include but be not limited to the following:

#### 2.4.3.1 Marketing

- a) Develop a marketing and communication strategy for sensitizing potential investors and other project stakeholders with the project;
- b) Sensitize potential investors, operators and financiers for the project and seek their feedback for incorporation in the project structure;
- c) Seek investor interest and feedback on project prior to launch of official solicitation;
- d) Arrange investor/bidder conferences, road shows and investor visits to market the project;
- e) Assist the Client to establish a data room which will include all the relevant documents and information on the project for investor due diligence.

#### 2.4.3.2 **Bid Management**

- a) Prepare Expressions of Interests (the **EOI's**), pre-qualification criteria, Request for Proposal (the **RFP**) documents, concession agreements and project information memorandum for bidders;
- b) Help the Client to invite EOIs, pre-qualify the bidders based on the pre-qualification criterion given in RFQ;
- c) Assist the Client to invite proposals from the pre-qualified bidders and handle queries, if any received in response to the RFP, of the pre-qualified bidders by holding a pre-bid conference(s)
- d) Assist the Client to evaluate the bids.

#### 2.4.3.3 **Transaction Negotiation and Financial Closure**

- a) Assist in final negotiation with preferred party;
- b) Assist in execution of the PPP agreement between GOS, Special Purpose Vehicle/Company (SPV) and the successful bidder;
- c) Assist the GoS by achieving financial close.



### 3. BID ADMINISTRATION

#### 3.1 Technical Proposal

3.1.1 The technical proposal shall cover the following aspects (the **Technical Proposal**):

- a) Introduction to the consortium, its suitability for the current assignment and the Core Team to be assigned for the assignment along with justifications;
- b) Approach and Methodology to be used to deliver the Scope of Work described in Terms of Reference.
- c) The deliverables and their time line.
- d) Firm's/Consortium profile.
- e) Audited statement of accounts for the last three (3) years.

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.
- b) 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.
- c) In case a firm is proposing key personnel from educational/research institutions, a 'No Objection Certificate' from the concerned institution shall be enclosed with the CV of such person.

3.1.3 The Technical Proposal must not include any financial information.

#### 3.2 Financial Proposal

3.2.1 The financial proposal (the **Financial Proposal**) shall be in Pak rupees and shall be inclusive of all costs associated with the assignment. These shall cover taxes, remuneration for all the staff (foreign and local, in the field, office etc.), accommodation, transportation, equipment, printing of documents, surveys, studies, etc.

3.2.2 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.

3.2.3 The payments shall be made only in Pak Rupees by the Client in the following manner:

Phase	Phase Component	%age
1	<b>Project Structuring</b>	
	Surveys and Investigation of Livestock Farms	30
	Methodology and Action Plan	
2	<b>Feasibility Study</b>	

	Legal Viability Assessment	25
	Socio-Economic Viability Assessment	
	Technical Viability Assessment	
	Initial Environment Examination	
	Financial Viability Assessment	15
	PPP Options Analysis	
<b>3</b>	<b>Bid Process Management and Transaction Marketing</b>	
	Marketing	10
	Bid Management	10
	Transaction Negotiation and Financial Closing	10
	<b>Total</b>	<b>100</b>

### 3.3 Submission Procedure

- 3.3.1 A **'Single Stage - Two Envelope'** procedure shall be adopted for submitting the Proposals. The Technical Proposal shall be submitted, in triplicate (one original and two copies) and placed in a sealed envelope clearly marked **"Technical Proposal"**. The Financial Proposal (one original) shall be submitted in a separate sealed envelope clearly marked **"Financial Proposal"**. Each of the proposals shall have a covering letter. Both sealed envelopes shall be enclosed in one larger sealed envelope clearly marked **"Livestock Farms Project"** on top right corner.
- 3.3.2 The Technical Proposal and Financial Proposal shall be prepared in indelible ink and must be signed by the authorized representative of the firms/consortiums. The letter of authorization must be confirmed by representative of member firms of the consortium through written power of attorney accompanying the proposals.
- 3.3.3 Your completed proposal must be delivered by 2:00 p.m. on December 09, 2014. The Client shall not be liable for any delay in submission of the Proposal within the stipulated period on any account whatsoever.
- 3.3.4 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 Client 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.
- 3.3.5 Your proposal must be valid for 120 days (the Bid Validity Period) from the closing date of submission of proposal.

### 3.4 Evaluation Procedure

- 3.4.1 At 2:30 pm 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 Proposal and Financial Proposal shall be evaluated by the **Consultants Selection Committee (CSC)** notified by the GoS, applying the evaluation criteria and point system specified hereunder.

3.4.2 A **Quality and Cost Based Selection (QCBS)** system shall be used whereby each responsive proposal shall be attributed a Raw Technical Score (RTS), using the categories and weights as shown in Evaluation Criteria at Appendix I. The CSC shall evaluate Technical Proposals and assign score to each bid. On the basis of these scores, shortlisted bidders shall qualify for opening of their Financial Proposals.

3.4.3 Bidders receiving a RTS of 80 points or higher shall stand qualified for the next stage (opening of Financial Proposal), whereas bidders getting less than 80 RTS points will stand disqualified and their sealed Financial Proposal shall be returned to them unopened.

3.4.4 The score for each bid shall be determined in the following manner:

- a) The Technical Bid shall be assigned a raw score (RTS), which shall be scaled up to constitute a final technical score (TS) as follows:

$$TS = RTS \times 100 / RTS_{max}$$

Where  $RTS_{max}$  = Raw score of the highest ranked Bidder on technical criteria.

- b) The financial score (FS) will be calculated as follows:

$$FS = 100 \times (RFS_{min} / RFS)$$

Where  $RFS_{min}$  = Lowest Total Fee bid, and RFS = Total Fee bid by the Bidder under consideration.

- c) The combined score of the Technical and Financial bids (CS) shall be calculated as follows:

$$CS = 0.80 \times TS + 0.20 \times FS$$

	<b>B1</b>	<b>B2</b>	<b>B3</b>	<b>B4</b>
<b>RTS</b>	66	80	83	<b>90</b>
<b>TS</b>	N/A	89	92	100
<b>RFS</b>	N/A	5	3	4
<b>FS</b>	N/A	60	100	75
<b>CS</b>	N/A	83	94	<b>95</b>

**Where:**

- b) B means Bidder  
 c) Bid Fee (RFS) is in Millions of rupees  
 d) B4 is the winning bidder  
 e) B1 technically disqualified

3.4.5 Upon endorsement by the CSC, 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.

## 4.0 INSTRUCTIONS FOR BIDDERS

### 4.1 General

4.1.1 It shall be deemed that by submitting a bid, you have:

- a) made a complete and careful examination of the Bidding Documents and received all relevant information in respect of the assignment;
- b) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the bidding documents;
- c) satisfied yourself about all matters, things and information contained in this RFP, required for submitting an informed bid, execution of the Livestock Farms Project in accordance with the bidding documents and performance of all of its obligations there under;
- d) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Client, or a ground for termination of the Agreement; and
- e) agreed to be bound by the undertakings provided by it under and in terms hereof.

4.1.2 The Client shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the bidding documents or the bidding process, including any error or mistake therein or in any information or data given by it.

4.1.3 Please note that (i) costs of preparing the bids, including visits to the Client etc., are not reimbursable irrespective of the outcome of the evaluation process; and (ii) the Client may not accept any or all of the proposals submitted and reserves the right to reject any or all proposals in accordance with Public Procurement Rules 2010.

4.1.4 In case of Consortium of firms, the proposal shall be accompanied by a certified true copy of the **Consortium Agreement**. The Consortium Agreement as applicable shall confirm the following therein:

- i. Date and place of signing;
- ii. Purpose of consortium (must include the details of contract works for which the consortium has been invited to bid) ;
- iii. A clear and definite description of the proposed administrative arrangements for the management and execution of the assignment;
- iv. Delineation of duties, responsibilities and scope of work to be

undertaken by each along with resources committed by each partner/member of the Consortium for the proposed services;

- v. An undertaking that the firms are jointly and severally liable to the Client for the performance of the services;
- vi. Duties, responsibilities and powers of the lead firm;
- vii. The authorized representative of the consortium.

4.1.5 In case of Consortium, it is expected that the lead partner would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the consortium. For a consortium to be eligible for bidding, the experience of lead partner and other partner should be indicated.

4.1.6 Any alternative proposal, such as one by a firm in sole capacity and another in Consortium with another firm or as a part of 2 or more consortiums, for the assignment will be summarily rejected. In such an event, all the proposals submitted by such firm and its Consortium or associate shall be rejected.

4.1.7 The proposal of a firm is liable to be rejected if the firm makes any false or misleading statement in the proposal(s) without prejudice to the rights of the Client to initiate further proceedings against the said firm(s).

4.1.8 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.

## 4.2 **Pre-bid Conference**

4.2.1 The Client may hold a pre-bid conference to bring all the bidders on same page with respect to the Livestock Farms Project. The time, date and venue for such conference shall be communicated to all bidders in due course.

4.2.2 Following the pre-bid conference, if necessary, the Client will issue the revised scope of work clarifying all the issues raised in queries communicated to the Client before or on the day of pre-bid conference. The bidders may send their queries to Secretary, Livestock & Fisheries Department at the address given hereunder latest by November 20, 2014.

## 4.3 **Bid Submission Venue and Due Date**

4.3.1 The Client shall not consider any bid received after due time, whatsoever the reason of delay.

4.3.2 The bids shall reach by due date in the office of the following:

**The Secretary,  
Livestock & Fisheries Department, Government of Sindh,  
Barrack No. 90, Block 4-B, Sindh Secretariat,  
Court Road, Karachi**

**Phone No.+92-21-99203291-2**

**4.4 Award of contract**

4.4.1 The contract shall be awarded to the bidder securing highest combined score of Technical Proposal and Financial Proposal in accordance with section 3.4.4 of this RFP.

**4.5 Disqualification of bidders**

4.5.1 The Client shall disqualify a bidder, in accordance with SPPRA Rules 2010.

**4.6 Relevant Laws**

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

**4.7 Bid Security**

4.7.1 The bidder shall deposit a bid security **(in a separate sealed envelope in the original Technical Proposal)** of an amount 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;

4.7.2 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 shall provide the Bid Security in accordance with the Sindh Public Procurement Rules, 2010 acceptable to the Client. The Bid shall be summarily rejected if it is not accompanied with the Bid Security.

## 5.0 APPENDIX-I: EVALUATION CRITERIA

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

	<b>Criteria</b>	<b>Marks</b>
<b>1. Firm's relevant Experience</b>	Transaction advisory experience for projects undertaken in PPP mode during last 10 years	6
	4 or more projects      6 marks 3 projects                4.5 marks 2 projects                 3 marks 1 project                  1.5 marks	
	Feasibility study experience for Projects in Livestock sector	6
	4 or more projects      6 marks 3 projects                4.5 marks 2 projects                 3 marks 1 project                  1.5 marks	
	Transaction advisory experience in Livestock sector	8
	4 or more projects      8 marks 3 projects                6 marks 2 projects                 4 marks 1 project                  2 marks	
	<b>TOTAL</b>	<b>20</b>
	<b>2. Key Personnel</b>	
	Financial Team	15
	Team Leader                10 marks Financial Analyst            5 marks	
	Technical Team	25
	Livestock Expert-I        12.5 marks Livestock Expert-II       12.5 marks	
	Legal Team	10
	Legal Expert                10 marks	
	<b>TOTAL</b>	<b>50</b>
<b>3. Understanding of the Assignment and Proposed Methodology</b>	Appreciation of TOR	10
	Approach and Methodology	10
	Work Plan and Manning Schedule	10
	<b>TOTAL</b>	<b>30</b>

<b>Total</b>	<b>100</b>
--------------	------------

*The Livestock & Fisheries Department may conduct a Presentation from bidders during the Technical evaluation period for clarity on proposed methodology for the assignment.*

The weight age points given to evaluation sub-criteria for qualifications and competence of key staff are:

**Weight-age points for Key Professionals**

<b>Description</b>			<b>Weight (%)</b>
<b>1. General Qualifications</b>			25
Technical Specialist	Financial Team	Legal Team	
Masters or PHD (25 marks)	CA/CFA/MBA (Finance) (25 marks)	LLM or JD (25 marks)	
Bachelor (15 marks)	Bachelor (15 marks)	LLB (20 marks)	
<b>2. Employment with the firm</b>			5
5 or more years	5 marks		
4 years	4 marks		
2-3 years	3 marks		
Less than 2 years	2 marks		
<b>3. Relevant Experience and Adequacy for the Project</b>			70
10 or more years	70 marks		
7-9 years	56 marks		
5-6 years	42 marks		
3-4 years	28 marks		
Less than 3 years	14 marks		
<b>Total</b>			<b>100</b>



**6.0 APPENDIX-II: TECHNICAL PROPOSAL FORMAT**

**(Form-I)**  
**TECHNICAL PROPOSAL**

FROM:

TO:

Sir:

Subject: Providing Consultancy Service for Livestock Farms Project

Regarding: **Technical Proposal**

I/We \_\_\_\_\_ Consultant/ Consultancy firm herewith enclose Technical Proposal for selection of my/our firm/organization as consultant for \_\_\_\_\_

Yours faithfully,

Signature  
Full Name  
Designation Address

(Authorized Representative)

**(Form-II)**

**FIRM'S EXPERIENCE**

Relevant services carried out in the Last five Years Which Best Illustrate Qualifications

1.1. 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 :

(Form-III)

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

<b>I. Key Staff</b>			
<b>S. No</b>	<b>Name</b>	<b>Position</b>	<b>Task Assignment</b>
1			
2			
3			
4			
..			
...			

<b>II. Supported Staff</b>			
<b>S. No</b>	<b>Name</b>	<b>Position</b>	<b>Task Assignment</b>
1			
2			
3			
4			
..			
...			

**(Form-IV)**  
**Format of Curriculum Vitae (CV) For Proposed Key Staff**

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. Publication:

(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

- i) Total experience : \_\_\_\_\_ Yrs
- ii) Responsibilities held:
  - i) \_\_\_\_\_ Yrs.
  - ii) \_\_\_\_\_ Yrs.
  - iii) \_\_\_\_\_ Yrs.
- iii) 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 9 months.
2. I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly describes my qualification and my experience.
3. I understand that Livestock & Fisheries 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

**(FORM-V)**

**CONSULTANT 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.
- 2) Methodology for services, surveying, data collection and analysis.
- 3) Approach for consultancy assignment.

**(Form-VI)**

**COMMENTS/ SUGGESTIONS OF CONSULTANT**

**On the Terms of Reference (TORs):**

1.

2.

3.

4.

5.

..

..



(Form-VII)

WORK PROGRAM AND TIME SCHEDULE FOR KEY PERSONNEL

MONTHS (in the Form of Bar Chart)

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

Field Full :                      Part Time :

Reports Due:

Activities :

Duration :

**Form VIII**

**COMPLETION AND SUBMISSION OF REPORTS**

<b>S. No</b>	<b>Reports</b>	<b>Program</b>
1		
2		
3		
4		
5		

**7.0 APPENDIX-III: FINANCIAL PROPOSAL FORMAT**

**(Form-I)  
FINANCIAL PROPOSALS**

**From**

**To**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sir:

Subject: Providing Consultant's Services for \_\_\_\_\_

Regarding **Price Proposal**

I/We-----Consultant/consultancy firm herewith enclose

\*Price Proposal for selection of my/our firm/organization as Consultant 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)**

Description	Amount (in Rs)
<b>Phase I: <u>Project Structuring</u></b>	<b>30%</b>
Surveys & Investigation	15%
Methodology & Action Plan	15%
<b>Phase II: <u>Feasibility Study</u></b>	<b>40%</b>
Legal Viability Assessment	5%
Socio Economic Viability Assessment	5%
Technical Viability Assessment	10%
Initial Environment Examination	5%
Financial Viability Assessment	10%
PPP Options Analysis	5%
<b>Phase III: <u>Bid Process Management and Transaction Marketing</u></b>	<b>30%</b>
Marketing	10%
Bid Management	10%
Transaction Negotiation and Financial Closure	10%
<b>Total Costs</b>	

\*\* Total Costs net of taxes shall be considered for financial evaluation

Note: No escalation shall be payable during the services

## 8.0 APPENDIX-IV: DRAFT TRANSACTION ADVISORY SERVICES AGREEMENT

### CONSULTANCY SERVICES AGREEMENT

This Consultancy Services Agreement (“Agreement”) is entered into at Karachi on this the --- day of -----, 2014

#### By and between:

1. **THE LIVESTOCK & FISHERIES DEPARTMENT OF THE GOVERNMENT OF SINDH**, having its offices at Barrack No. 90, Sindh Secretariat No. 4-B, Court Road, Karachi represented by the Secretary Livestock & Fisheries Department (hereinafter referred to as “**GoS**”); and
2. \_\_\_\_\_, a company incorporated under the laws of the Islamic Republic of Pakistan and having its principal place of business at \_\_\_\_\_ Pakistan (hereinafter referred to as “**Lead Advisor**”) (GoS and the Lead Advisor are hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”).

#### WHEREAS:

- A. The GoS is desirous of establishing a Livestock Farms Project (“**Project**”).
- B. In order to proceed further, GOS 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 listed in Schedule A of this Agreement (“**Assignment**”).
- C. The Advisory Consortium (defined below), led by the Lead Advisor, participated in, and was selected for the Assignment in a competitive bidding process by the issuance of a Request for Proposals (RFP) on November 15, 2014 and scope clarification issued by GoS on [●].
- D. The Lead Advisor in collaboration with \_\_\_\_\_, have confirmed to GOS that they have the requisite experience and resources to undertake the Assignment for such consideration and terms given herein below.
- E. GoS has agreed to accept the offer of the Lead Advisor for undertaking the Assignment.

#### NOW THEREFORE, the parties hereto agree as follows:

##### 1. Definition

In this agreement, unless the contrary intention appears:

“**Advisory Consortium**” means collectively the members of advisory team for the Project comprising of (i) \_\_\_\_\_ (ii) \_\_\_\_\_ (iii) \_\_\_\_\_ (iv) \_\_\_\_\_ for

the Advisory Consortium, as listed in more detail in Schedule B, attached hereto;

**“Agreement”** means this agreement executed between GoS, through Livestock & Fisheries Department and the Lead Advisor;

**“Scope of Work”** means work required to be carried out by the Advisory Consortium in relation to the Project, as listed and detailed in Schedule A attached hereto;

**“Sub-consultants”** means and includes members of the Advisory Consortium, appointed under specific terms and to whom, a portion or a part, of the Scope of Work is allocated or assigned by the Lead Advisors for the purposes of this Agreement

**“Technical Proposal”** means the technical proposal in connection with the Assignment submitted by the Advisory Consortium on December 09, 2014.

## **2. Scope of Work**

- 2.1 GoS hereby appoints the Lead Advisor for the purpose of carrying out of the Assignment and the provision of the services stated in the Scope of Work and the Lead Advisor agrees to such appointment for such consideration as set out in Clause 3 below. GoS agrees that specified portions of the Scope of Work may be delegated by the Lead Advisor to members of the Advisory Consortium. 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 Advisory Consortium will be restricted to Work as set out in Agreement.
- 2.2 The approach and methodology outlined in the Technical Proposal submitted by the Advisory Consortium shall be applied for the purposes of any interpretation of the Scope of Work. If any issue arises regarding interpretation of approach and methodology outlined in the Technical proposal then the Parties will discuss and resolve so as to fulfill the requirement of Assignment.

## **3. Fee and Commencement Date**

- 3.1 In consideration of the Advisory Consortium providing the services to GoS in terms of this Agreement, GoS shall pay an **“Advisory Fee”** of PKR \_\_\_\_\_ (Pak Rupees \_\_\_\_\_ Only) to the Advisory Consortium. The Advisory Fee due and payable to the Advisory Consortium shall be made within a period of thirty (30) days from the date of completion of the milestone and approval of the same by the Client, specified in Schedule C attached hereto.
- 3.2 Any amendment to the Scope of Work shall only become effective once the Parties have agreed to amendments/changes (if any) to the Advisory 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 Advisory 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.

The Advisory Fee due and payable by GoS to the Advisory Consortium 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 Work in accordance with Section 3.2.

3.3 For the purposes of this Agreement and the services to be provided hereunder, the commencement date for the Assignment shall be *the date of signing of this Consultancy Agreement*.

#### 4. Warranties

4.1 GoS hereby represents and warrants to the Lead Advisor that it has all the necessary authorization, mandate and capacity to award the Scope of Work to the Advisory Consortium pursuant to this Agreement and that it has further followed all necessary statutes and procedures in awarding the same to the Advisory Consortium.

4.2 The Lead Advisor warrants that:

- (a) It has, in collaboration with its Consortium Partners, all necessary knowledge base, human and material resources to undertake the Assignment according to the best international practices;
- (b) It has all necessary warranties from Consortium Partners 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
- (c) It has all necessary consent from Consortium Partners 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.

#### 5. Communication

5.1 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.

5.2 All of the substantive nature communication between the Parties shall be sent to the following persons without fail in addition to any other person(s) or official(s) 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. The respective key contact persons for communication shall be:

<b>For Client</b>	
Name:	
Designation:	

Address:	
Telephone: +92(21)	
+92(21)	
Email:	

<i>For PPP Unit</i>	<i>For Advisory Consortium</i>
Name:	Name:
Designation:	Designation:
Address:	Address:
Telephone: +92(21)	Telephone: +92(21)
+92(21)	+92(21)
Email:	Email:

**6. Reporting/Deliverables**

- 6.1 The Advisory Consortium shall provide GoS with the following deliverables during the course of the Assignment:-
  - i. To be finalized after receipt of bids
- 6.2 The outcome of the Project is to complete the Assignment as per the Scope of Work.
- 6.3 Whilst each submission of the work products shall address different aspects of the Assignment that the Advisory Consortium shall perform, the Final Feasibility Report shall take into consideration the outputs from earlier work products submitted by the Advisory Consortium.
- 6.4 In order to confirm that the Advisory Consortium’s reports address all the matters within the agreed Scope of Work, the Advisory Consortium will submit a draft of its reports/plans/models to the GoS for its comments prior to issuing it in final form. If the GoS does not revert with any comments for a period of two (2) weeks from the date of submission by the Advisory Consortium of its draft reports/plans/models (as the case may be), the same will be deemed to be accepted by the GoS for the purposes of achievement of the milestones as set down in **Schedule C**, and the Advisory Consortium will be entitled to (i) issue the final versions of the relevant deliverables; and (ii) payment for completion of such milestone in accordance with Schedule C.
- 6.5 The Advisory Consortium shall be under no obligation to update any report for events occurring after the reports have been provided in its final form.

**7. Access**



- 7.1 For undertaking the Assignment the Advisory Consortium will have the access to and the GoS will make all efforts to provide to it all the relevant and necessary information and documents wherever applicable, along with the relevant and important studies and any updates thereto which would facilitate the Advisory Consortium in connection with the Assignment.
- 7.2 The GoS agrees that it shall notify the Lead Advisor as soon practicable of any change in any material information previously made available to the Lead Advisor or the Advisory Consortium which comes to the attention of GoS.
- 7.3 The Lead Advisor will provide to the GoS information in relation to the Project that it obtains during the term of this Agreement but shall not be under any obligation to provide information the disclosure of which would breach any law, any regulation of any governmental supervisory or regulatory authority, the internal rules and/or regulations of the Advisory Consortium, the terms of any agreement to which the Advisory Consortium or any member thereof are/is a party, or any duty of confidentiality that the Advisory Consortium or any member thereof owes to a third party. GoS hereby agrees and confirms that the Advisory Consortium shall not be liable for any 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 Advisory Consortium by reason of, in connection with, or arising, directly or indirectly, out of this Agreement or the provision of the services pursuant to this Agreement or any other service directly or indirectly related thereto.
- 7.4 GoS hereby further confirms that the Advisory Consortium will not be liable and/or responsible for any Liabilities that may arise as a consequence of the Advisory Consortium providing the services in terms hereof. GoS acknowledges and irrevocably confirms that all information in relation to the works being performed under the Scope of Work by the Advisory Consortium have been reviewed and accepted by GoS as being the relevant information to be applied in respect of the Assignment and accordingly the Advisory Consortium 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 GoS.

## **8. Terms of Business**

- 8.1 The terms of business that are enclosed in Schedule E provide further details of the respective responsibilities of the Parties and, together with this Agreement and its related schedules, constitutes the entire agreement between the parties with respect to their engagement. In the event of any conflict, inconsistency or ambiguity, the provisions will prevail as follows:
- i. The Agreement
  - ii. Schedule E- Terms of business (General Terms)

- iii. Other Schedules to this Agreement
- iv. Technical and Financial Proposal submitted by the Consortium

## **9. Miscellaneous**

### **9.1 Assignment and Charges**

The Lead Advisor shall not assign this Agreement or any part hereof except with prior consent in writing of the GoS, which consent the GoS shall be entitled to decline without assigning any reason whatsoever. Notwithstanding the generality of this clause, nothing herein shall restrict the ability of the Lead Advisor to delegate any part of the Scope of Work to members of the Advisory Consortium.

### **9.2 Liability and Indemnity**

- (a) The Lead Advisor shall indemnify, defend and hold the GoS harmless against any and all proceedings, actions and third Party claims arising out of a breach by the Lead Advisor of any of its obligations under this Agreement except to the extent that any such claim has arisen due to the event of GoS default. However, any claims for liability shall be subject to limitations set forth in this Agreement.
- (b) The GoS will indemnify, defend and hold harmless the Lead Advisor against any and all proceedings, actions, third party claims for loss, damage and expense of whatever kind and nature arising out of a breach by the GoS, its officers, servants and agents of any obligations of the GoS under this Agreement.
- (c) Without limiting the generality of clause 9.2 (a) above to this Agreement, the Lead Advisor shall fully indemnify, save harmless and defend the GoS including its officers servants, agents and subsidiaries from and against any and all loss and damages arising out of or with respect to a failure of the Lead Advisor to comply with applicable laws (including intellectual property laws and rights) and applicable permits or a failure on the part of the Lead Advisor to make any payments when due, whether to its sub-contractors or otherwise.
- (d) Notwithstanding anything to the contrary contained in this Agreement, the maximum aggregate liability of the Lead Advisor under this clause 9.2 shall be restricted to the total fee paid by the GoS to the Lead Advisor for the Scope of Work.

### **9.3 Governing Law and Jurisdiction**

This Agreement shall be construed and interpreted in accordance with and governed by the laws 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 this Agreement.

### **9.4 Waiver**

- (a) Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations or under this 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 this 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 this Agreement in any manner.
- (b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this 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.

## **9.5 Term, Termination and Survival**

- (a) The appointment of the Lead Advisor in terms of this Agreement shall automatically terminate upon completion of the services as per the Scope of Work or a period of .... months from the Commencement Date of the Assignment, whichever comes earlier. During the stated period the Advisory Consortium shall endeavor to facilitate the GoS in the timely completion of all services relating to the Project. In case the Project is not completed within the agreed time, the Advisory Consortium shall request GoS for reasonable extensions with necessary justifications. Upon expiry of the term specified herein, this Agreement may be renewed for further services/Projects, upon the mutual consent of the Parties.
- (b) Either Party may terminate this Agreement upon written notice if the other Party is in breach of its obligations as contained in this Agreement and such breach is not cured within thirty (30) days following receipt of written notice thereof by the breaching Party.
- (c) Termination of this Agreement (a) shall not relieve the Lead Advisor or the GoS of any obligations hereunder which expressly or by implication survives Termination hereof (b) shall not relieve GoS for making payment of the Advisory Fee and other amounts due and payable in terms of this Agreement; and (c) except as otherwise provided in any provision of this 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.

## **9.6 Amendments**

This 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.

**9.7 Notices**

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

<b><i>For Client</i></b>	<b><i>For Advisory Consortium</i></b>
Secretary Livestock & Fisheries Department, Government of Sindh, Barrack No. 90, Opposite Sindh Assembly Building, Sindh Secretariat No. 4-B, Court Road <u><b>Karachi.</b></u>	
Telephone: +92(0) 2199203291 Fax: +92(0) 2199203290	Telephone: +92 +92 Fax: +92 Email:

Or such mail address, telephone number, telex number, or email address as may be duly notified by the respective Parties from time to time.

**9.8 Severability**

If for any reason whatever any provision of this 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 this Agreement or otherwise.

**9.9 No Partnership**

Nothing contained in this 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.

**9.10 Exclusion of Implied Warranties etc.**

This 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.

### **9.11 Counterparts**

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

### **9.12 Confidentiality**

- (a) Neither Party shall during the term of this Agreement (“Receiving Party”), without the prior written consent of the other Party (“Disclosing Party”), disclose any proprietary or confidential information relating to the assignment, this 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 this Agreement, the Lead Advisor shall be at liberty to disclose all information as may be required to the members of the Advisory Consortium.
- (b) The obligation to maintain the confidentiality of information shall survive for a period of two (2) years from the date of termination of this Agreement, but will not apply to confidential information which was in the public domain prior to being disclosed by the transaction advisor and has come into the public domain other than as a result of being divulged by the Receiving Party.

## **10. Settlement of disputes**

In the event of any dispute or claim arising out of or relating to this Agreement or a breach hereof, 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 dispute or claim at the expiration of thirty (30) days from the date of such dispute or claim, the matter will be referred to a sole arbitrator to be appointed with the mutual consent of the Parties 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 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.

The language of the arbitration shall be English.

- (a) 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 limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.
- (b) The decision of such arbitration to award or awards made by such arbitrators
  - a. and Umpire shall be final and binding upon the Parties hereto without appeal to any court or other party (s),
- (c) Pending the decision or award, the Parties shall continue to perform their obligations pursuant to the Agreement;
- (d) This clause shall continue in force notwithstanding the termination of this Agreement; and
- (e) 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 Agreement, each Party shall bear its arbitration expenses, witness and representation fees.

## **11. Schedules to the Agreement**

The following schedules shall form the integral part of this agreement:

- Schedule A - Scope of Work
- Schedule B - Project Team
- Schedule C - Deliverables and Payments
- Schedule D - Time Plan
- Schedule E – Terms of Business (General Terms)

**IN WITNESS WHEREOF** the Parties have executed and delivered this agreement as of the date first above written.

**[Signature Page Follows]**

<p><b>For and on behalf of:</b>  <b>Livestock &amp; Fisheries Department</b>  <b>GOVERNMENT OF SINDH</b></p>		
<p>(Signature)  (_____)  Secretary  Livestock &amp; Fisheries Department</p>		<p><b>In presence of the following witnesses:</b></p> <p>Signature: .....</p> <p>Name:.....</p> <p>CNIC No: .....</p>
		<p>Signature: .....</p> <p>Name: .....</p> <p>CNIC No: .....</p>
<p><b>For and on behalf of:</b>  <b>Consortium</b></p>		
<p>(Signature)</p>		<p><b>In presence of the following witnesses:</b></p> <p>Signature: .....</p> <p>Name:.....</p> <p>CNIC No: .....</p>
		<p>Signature: .....</p> <p>Name: .....</p> <p>CNIC No: .....</p>

## SCHEDULE A- SCOPE OF WORK

### 8.1 Scope of Work

8.1.1 **Phase 1: Project Structuring** shall include but not limited to the following components:

#### 8.1.1.1 Survey and Investigation of Livestock Farms

- a) The physical surveys and investigation of GoS Livestock Farms, be a task of a team of experts rather than any one individual;
- b) Assess the present status and existing infrastructure facilities of GoS Livestock Farms including but not limited to existing veterinary animals, breeds specification, land, irrigation facility for fodder cultivation, survey of utility services;
- c) Undertake all surveys and investigations necessary for effective planning and definition of the project that would enable compilation of concession documents for adequate understanding by the prospective investors;
- d) The key goal of all these survey & investigation in addition to the above, should also be to identify constraints and recommendations to remove such constraints for the Livestock Farms Project;

#### 8.1.1.2 Methodology and Action Plan

- a) Develop a comprehensive plan for effective implementation of Livestock Farms Project which may include but not limited to following:
  - i. Scope of the Livestock Farms Project;
  - ii. Business plan, which defines structural relationship of Private and Public sector entities;
  - iii. Action plan for raising local livestock breeds, artificial insemination, utilization of vast landholding and existing GoS human resources employed at GoS Livestock Farms in order to implement diversified facilities related to livestock sector including feed mills, seed production unit, urea molasses block, milk pasteurizing units, cultivation of green fodder, water pumps and other facilities recommended by the consultant;
  - iv. Methodology on how to undertake livestock related diversified facilities based on strengths and weaknesses of the GoS Livestock Farms;

8.1.2 **Phase 2: Feasibility Study** shall include but not limited to the following components:

#### 8.1.2.1 Legal Viability Assessment

- a) What laws, rules, regulations will be involved in the project implementation?
- b) What kind of District, Provincial and Federal approvals are required for establishing the project?

#### 8.1.2.2 Socio-Economic Viability Assessment



- a) Conduct stakeholder consultation for awareness and feedback;
- b) Highlight Factors impacting the project during the procurement, development and operations phases;

#### 8.1.2.3 Technical Viability Assessment

- a) Prepare technical viability assessment report along with justification for recommended technologies;
- b) Develop preliminary designs according to international best practices covering all the technical aspects of recommended technologies to be adopted;

#### 8.1.2.4 Initial Environment Examination

- a) Prepare Initial Environmental Examination Report and get it approved from SEPA;

#### 8.1.2.5 Financial Viability Assessment

- a) Develop Financial Model of the Project covering the projected Revenue, Construction/Development and O&M cost estimates over the life of the Project;
- b) Prepare cost estimates for allied facilities and ancillary works based on the schematic designs;

#### 8.1.2.6 PPP Options Analysis

- a) Prepare a viable transaction structure for implementation of the project;
- b) Value for Money (VfM) analysis based on Public sector comparator model;
- c) Identify possible PPP Options and their impact on the Financial and Commercial Viability, Financial Model and Transaction Structure;
- d) Identify the project risks and develop risk matrix.

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

**8.1.3 Phase 3: Bid Process Management and Transaction Marketing** shall include but be not limited to the following:

##### 8.1.3.1 Marketing

- a) Develop a marketing and communication strategy for sensitizing potential investors and other project stakeholders with the project;
- b) Sensitize potential investors, operators and financiers for the project and seek their feedback for incorporation in the project structure;
- c) Seek investor interest and feedback on project prior to launch of official solicitation;
- d) Arrange investor/bidder conferences, road shows and investor visits to

- market the project;
- e) Assist the Client to establish a data room which will include all the relevant documents and information on the Project for investor due diligence.

#### **8.1.3.2 Bid Management**

- a) Prepare EOI, pre-qualification criteria, RFP document, Concession Agreement and Project Information Memorandum for bidders;
- b) Help the Client to invite EOIs, pre-qualify the bidders based on the pre-qualification criterion given in RFQ;
- c) Assist the Client to invite proposals from the pre-qualified bidders and handle queries, if any received in response to the RFP, of the pre-qualified bidders by holding a pre-bid conference(s)
- d) Assist the Client to evaluate the bids.

#### **8.1.3.3 Transaction Negotiation and Financial Closure**

- a) Assist in final negotiation with preferred party;
- b) Assist in execution of the PPP agreement between GOS, SPV and the Developer;
- c) Assist GoS through Financial Closure.

**SCHEDULE B - PROJECT TEAM**

<b>NAME</b>	<b>DESIGNATION</b>	<b>ORGANIZATION</b>
-------------	--------------------	---------------------

The above listed professionals may enlist/engage other professionals and staff from within the Consortium or outside. The name and credentials of such persons shall be made available to the GoS as soon as possible so that appropriate access authorization of such personnel is arranged timely. Any expatriate employee/professionals name must be notified to the GoS well in advance.

The engagement will be carried out under the overall supervision of the Lead Advisor, who will be the Engagement Partner for the project.

The principal GoS contact for this engagement will be the Lead Advisor, who has been given overall responsibility for the performance of the obligations under this Agreement and coordinating with the Consultant in the performance of their Services.

**SCHEDULE C - DELIVERABLES AND PAYMENTS**

S. No	Activities and Milestones	Mode of Payment	
		% age	PRs.
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
	<b>TOTAL</b>		

Notes:

- a. Payment is due on achievement of each milestone, (shown in bold above), however, milestones do not directly relate to the actual cost of the activity stated.
- b. In case any delay occurs in proceeding with the consultancy services for more than two months, beyond the control of consultants, then payments for the completed components of the milestones are to be made by the Client.
- c. In the event that Financial Closure does not take place within 6 months of issuance of letter of intent or 18 months from signing of this agreement whichever is earlier, any payment outstanding in respect of Financial Closure shall become payable immediately. However the advisory consortium may continue to provide assistance to the Client till the eventual financial closure as per mutually agreed terms.

## **SCHEDULE D- TIME PLAN**

To be provided by the winning bidder.

## SCHEDULE E- TERMS OF BUSINESS

(To be read in conjunction with the Contract dated \_\_2014)

For the purposes of this Schedule, the term “We”, “our” or “us” refers to SUCCESSFUL BIDDER and “you”, “your” or “Client” refers to **Livestock & Fisheries Department, Government of Sindh.**

### **Our Relationship with You**

- 1 We will perform the Services using reasonable skill, diligence and care in accordance with applicable professional standards.
- 2 We will provide the Services to you as an independent contractor and not as your employee, agent, partner or joint venture partner. Neither you nor we have any right, power or authority to bind the other.
- 3 We may subcontract portions of the Services to other Firms, who may deal with you directly. Nevertheless, we alone will be responsible to you for the Reports (as defined in Section....), the performance of the Services, and our other obligations under this Agreement.
- 4 We will not assume any management responsibilities in connection with the Services. We will not be responsible for the use or implementation of the output of the Services.

### **Your Responsibilities**

- 5 You shall assign a qualified person to oversee the Services. You are responsible for all management decisions relating to the Services, the use or implementation of the output of the Services and for determining whether the Services are appropriate for your purposes.
- 6 You shall provide (or cause others to provide) to us, promptly, the information, resources and assistance (including access to records, systems, premises and people) that we reasonably require to perform the Services.
- 7 To the best of your knowledge, all information provided by you or on your behalf (“**Client Information**”) will be accurate and complete in all material respects. The provision of Client Information to us will not infringe any copyright or other third-party rights.
- 8 We will rely on Client Information made available to us and, unless we expressly agree otherwise, will have no responsibility to evaluate or verify it.
- 9 You shall be responsible for your personnel’s) compliance with your obligations under this Agreement. Personnel shall only include persons under contractual employment with the Client and excludes any third party contractor(s).

## **Our Reports**

Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement (“Reports”) are your property and may share with any party that you deem fit.

You may rely upon the Reports submitted by us.

## **Intellectual Property Rights**

- 10 We may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how (“**Materials**”) that we own or license in performing the Services. Notwithstanding the delivery of any Reports, we retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers compiled in connection with the Services (but not Client Information reflected in them).
- 11 Upon payment for the Services, you may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.

## **Confidentiality**

- 12 Except as otherwise permitted by this Agreement, neither of us may disclose to third parties the contents of this Agreement or any information (other than Tax Advice) provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Either of us may, however, disclose such information to the extent that it:
  - (a) is or becomes public other than through a breach of this Agreement,
  - (b) is subsequently received by the recipient from a third party who, to the recipient’s knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information,
  - (c) was known to the recipient at the time of disclosure or is thereafter created independently,
  - (d) is disclosed as necessary to enforce the recipient’s rights under this Agreement, or
  - (e) must be disclosed under applicable law, legal process or professional regulations.
- 13 Either of us may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.
- 14 Unless prohibited by applicable law, we may disclose Client Information to sub-consultants to facilitate performance of the Services, to comply with regulatory requirements, to check conflicts, or for quality, risk management or financial



accounting purposes.

### **Data Protection**

- 15 We may collect, use, transfer, store or otherwise process (collectively, “**Process**”) Client Information that can be linked to specific individuals (“**Personal Data**”). We will Process the Personal Data in accordance with applicable law and professional regulations. We will require any service provider that Processes Personal Data on our behalf to adhere to such requirements.
- 16 You warrant that you have the authority to provide the Personal Data to us in connection with the performance of the Services and that the Personal Data provided to us has been processed in accordance with applicable law.

### **Fees and Expenses Generally**

- 17 Subject to the provisions of Schedule “D” in relation to Fee and expenses you shall pay our professional fees and specific expenses in connection with the Services as detailed in the Statement of Work. Our fees is inclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services.
- 18 If we are required by applicable law, legal process or government action to produce information or personnel as witnesses with respect to the Services or this Agreement, you shall reimburse us for any professional time and expenses (including reasonable external and internal legal costs) incurred to respond to the request, unless we are a party to the proceeding or the subject of the investigation.

### **Force Majeure**

- 19 Neither party shall be liable for failure to perform its obligations under this Agreement by reason of Force Majeure the occurrence of which shall mean any occurrence which (i) hinders, delays or prevents a party in performing any of its obligations, and is beyond the control of, and without the fault or negligence of, such Party, and by the exercise of reasonable diligence such party is unable to prevent or provide against. In the event of a Force Majeure occurrence, the party whose performance of any of its obligations is affected shall notify the other party as soon as is reasonably practicable giving the full relevant particulars and shall use its reasonable efforts to remedy the situation immediately. Except for any obligation to make payments, neither party shall be responsible for any failure to fulfil any of its obligations under this Agreement to the extent that fulfillment has been hindered or delayed or prevented by a Force Majeure occurrence which has been notified in accordance with this Clause and the time for performance of the obligation(s) affected shall be adjusted by a reasonable amount.

### **Term and Termination**

- 20 This Agreement applies to all Services performed at any time (including before the date of this Agreement) (if any).
- 21 You shall pay us for all work-in-progress, Services already performed, and expenses

incurred by us up to and including the effective date of the termination of this Agreement. Payment is due within 30 days following approval of the Client.

- 22 Our respective confidentiality obligations under this Agreement shall continue for a period of three (3) years following the termination of this Agreement. The other provisions of this Agreement that give either of us rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement.

### **Miscellaneous**

- 23 Both of us may execute this Agreement (and modifications to it) and each of us may sign a different copy of the same document. Both of us must agree in writing to modify this Agreement or any Statement of Work hereunder.
- 24 You represent that the person signing this Agreement and/or any Statement of Work hereunder on your behalf is expressly authorized to execute it and to bind you and any of your Affiliates or others for whom Services are performed to its terms.
- 25 You agree that we, subject to professional obligations, act for other clients, including your competitors.
- 26 Neither of us may assign any of our rights, obligations or claims under this Agreement.
- 27 If any provision of this Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
- 28 We may use your name publically to identify you as a client, but we may refer to you in connection with the Services only if it is a matter of public knowledge that we are providing them (or have provided them).