



# REQUEST FOR PROPOSAL FOR THE MANGO PROCESSING PROJECT

---

**OCTOBER 2016**





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## **1. LETTER OF INVITATION**

- 1.1 Mango is one of the most demanded fruits of the world. Its worldwide trading is increasing, especially in the Middle Eastern, European and Japanese markets that pay a high price but demand a better quality and higher standards. While the Pakistani mango production is increasing the exports are declining due to post-harvest quality deterioration. The Agriculture, Supply & Prices Department, Government of Sindh (GoS) has taken a keen initiative to improve the mango supply chain through development of a modernize pack-house, processing and cold storage facility for mango sector in Sindh to facilitate growers, exporters, traders and undertake steps to enhance quality, reduce losses and wastage of mango from the time of harvest till it reaches the market system.
- 1.2 Once established the facility is to operate as a common facility i.e. a facility that will be accessible to local farmers, processors, traders and other stakeholders for getting their fruits and vegetables processed on priority basis. The use of the facility as a common facility will aid in the expansion and production, export and domestic use of good quality mangoes along with other fruits grown in the service area.
- 1.3 With the above background, the GoS invites proposals from eligible national and/or international applicants for participating in the aforementioned Project.
- 1.4 Interested Bidder(s) are expected to update themselves fully about the assignment and the local conditions before submitting the proposal by paying a visit to the GoS, sending written queries to the GoS and attending a pre-bid conference on the date and time specified in the Data Sheet. Please note that the cost of any such visits or queries is not reimbursable and shall be borne solely by the interested applicants/Bidder(s)/Consortium(s).
- 1.5 The interested Bidder(s) shall provide brief profile of their company, its employees, their qualifications and other important details so as to enable GoS to make an informed decision. Failure to provide these documents shall result in rejection of bid by the GoS.





- 1.6 A reputable Bidder will be selected under the procedures described in this Request for Proposals (“RFP”) in accordance with the related provisions of the Sindh Public Procurement Rules (SPPR 2010), which can be found at <http://www.pprasindh.gov.pk/>. The key tentative dates (which may be extended by GoS in its discretion) in this stage of the selection process are as follows:

	Components of the Stage	
FIRST STAGE		
1.	Issuance of this RFP	October 11, 2016 = T
2.	Pre-Bid Conference – Technical Proposal, RFP and the Concession Agreement	T + 21
3.	Submission and opening of Proposal (Technical Only) (the <b>Proposal Deadline</b> )	T + 51
4.	Evaluation of First Stage Technical Proposal	T + 80
5.	Selection of Qualified Bidders	
6.	Discussions with First Stage Qualified Bidder(s) pertaining to Technical Specifications and commercial aspects of their submitted Proposals	
SECOND STAGE		
7.	Issuance of RFP for second stage only to the First Stage Qualified Bidder(s)	T + 90
8.	Submission and opening of proposals for second stage (technical and financial proposals)	T + 135
9.	Evaluation of Second Stage Proposals	T + 165
10.	Announcing the Successful Bidder	T + 165
11.	Concession Agreement signing (the <b>Signing Date</b> )	T + 180
12.	Financial Close	T + 270 = X





- 1.7 Since, two stage Consultation/Selection Process is being followed by the GoS for this Project, therefore, each Bidder shall submit only one Bid i.e. the First Stage Technical Proposal, one original, four (4) hard copies and one soft copy (on CD/ DVDs/USB) which shall be submitted along with other supporting documents and forms, as identified in this RFP, no later than the First Stage Proposal Deadline as per the guidelines given in the Data Sheet (Section 5 of RFP). In case of any difference between hard and soft versions of the submitted documents, printed version will be considered as final document.
- 1.8 We would like to thank the Bidder(s) for their interest in this important Project. Moreover, we would request them to evaluate themselves under the heading "Eligibility Criteria" as mentioned below.

Sealed proposals must be submitted, as per the instructions provided in this RFP, to:

**Attention: Director-II, Public Private Partnership Unit,  
Finance Department  
Government of Sindh**

**Address: 7<sup>th</sup> Floor, A.K. Lodhi Block (Finance Building),  
Sindh Secretariat, Kamal Ata-Turk Road,  
Karachi,  
Pakistan.**

**Telephone: (92) (21) (99 222 191)**





## **2. IMPORTANT NOTICE / DISCLAIMER**

- 2.1 This RFP is provided to the recipient solely for use in preparing and submitting its Proposal for participation in the Consultation/Selection Process to design, build, finance, operate, maintain and transfer a Mango Processing Project (the “**Project**”) with its main target area ranging within Hyderabad, Mirpurkhas, and Tando Allahyar districts through PPP mode for a term of the Concession Period. This RFP is being issued by the Agriculture, Supply and Prices Department, Government of Sindh, in association with PPP Unit, Finance Department, Government of Sindh, solely for use by prospective Bidder(s) in considering the Project.

*Unless expressly specified otherwise, all capitalized terms used herein shall bear the meaning ascribed thereto in the Glossary of this Request for Proposals/RFP.*

- 2.2 The evaluation criteria were determined by the TFEC with the technical assistance of the transaction advisors. The Proposal and Bids will be evaluated by the TFEC constituted in accordance with the applicable laws. None of the above entities (including, *inter alia*, the Agriculture, Supply and Prices Department, Government of Sindh, the PPP Unit, Finance Department, Government of Sindh and the TFEC) nor, in each case, their employees, personnel, agents, consultants, advisors and contractors etc., shall make any representation (expressed or implied) as to the accuracy or completeness of the information contained herein, or in any other document made available to any person in connection with the tender process for the Project and the same shall have no liability for this RFP or for any other written or oral communication transmitted to the recipient in the course of the recipient’s evaluation of the Project. Neither these entities nor their employees, personnel, agents, consultants, advisors and contractors etc., will be liable in any manner whatsoever to reimburse or compensate the recipient for any costs, fees, damages or expenses incurred by the recipient in evaluating or acting upon this RFP or otherwise in connection with the Project.
- 2.3 Any Proposal submitted in response to this RFP by any of the Bidder(s) shall be upon the full understanding and agreement of any and all terms of this RFP and such submission shall be deemed as an acceptance to all the terms and conditions stated in this RFP.





- 2.4 Any Bid/response to this RFP submitted by a Bidder shall be construed based on the understanding that the Bidder has done a complete and careful examination of this RFP and has verified all the information received from the GoS (including from its employees, personnel, agents, consultants, advisors and contractors etc.).
- 2.5 Any Bid/response to this RFP submitted by a Bidder shall be construed based on the understanding that the Bidder acknowledges that prior to the submission of the Bid/Proposal in response to this RFP, the Bidder has, after a complete and careful examination, made an independent evaluation of this RFP, scope of the Project, the Applicable Standards, the Project site local weather conditions, business dynamics and all information provided by the GoS or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations under the Concession Agreement. The GoS (including its employees, personnel, agents, consultants, advisors and contractors, etc.) makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Bidder(s) shall have no claim whatsoever against the GoS in this regard.
- 2.6 This RFP does not constitute a solicitation to invest, or otherwise participate, in the Project, neither shall it constitute a guarantee on the part of the GoS that a Concession will be awarded.







### 3. GLOSSARY

S. No.	Term	Description
1.	Agriculture Supply and Prices Department Government of Sindh / GoS / Procuring Agency	The Department of the Government of Sindh which is going to work with the Concessionaire for the Project
2.	Anticipated Expiry Date	The date on which the Concession and all rights, titles, benefits and interests related thereto shall expire
3.	Applicable Standards	The standards, requirements, criteria and applicable timelines set out in relation to Project and its implementation as defined in the Concession Agreement
4.	Bid	Any and all Proposals and bids submitted by the Bidder(s) as a response to this RFP, that are prepared and submitted in accordance with the terms of this RFP
5.	Bidder	An enterprise or consortium (if applicable) that submits a bid pursuant to this RFP. However, where the context so permits under this RFP a Bidder may also mean a First Stage Qualified Bidder/ Second Stage Qualified Bidder or a Successful Bidder.
6.	Bidder's Financial Model	The financial model to be prepared and submitted by the Bidder with its Second Stage Proposal
7.	Bid Validity Period	The Bid shall be valid for a period of 120 days pursuant to SPPR 2010
8.	Bid Evaluation Report	The evaluation report to be prepared and submitted by the GoS after evaluating the Second Stage Proposal. Such report will also be published on the SPPRA's website after the Successful Bidder has been selected.





9.	Bid Security	The first demand irrevocable and unconditional bank guarantee, pay-order, demand draft or bankers cheque issued by a scheduled commercial bank in Pakistan (with a minimum credit rating of at least 'AA-' as rated by JCR VIS or an equivalent rating by PACRA), guaranteeing the payment to the GoS of an amount of one percent (1%) of the bid price to be submitted with the Second Stage Proposal
10.	Business Days	Shall mean any day excluding Saturdays, Sundays and any other days that the Federal or Provincial Government may declare as a public holiday
11.	Class A Shares	The share capital issued to the shareholders of the Concessionaire (excluding the GoS) from time to time and shall be the main recipient of Class A dividends in accordance with the Concession Agreement.
12.	Class B Shares	The share capital issued to the GoS which shall not be liable for non-performance under any circumstances whatsoever and for which the Class A dividends shall not be paid, accrued and applied and it shall have the right to Class B dividends.
13.	Commencement Date	The date set out in the Commencement Certificate by the independent auditor and the independent engineer, being the date on which each of the Conditions Precedent in the Concession Agreement stand satisfied, waived and/or deferred.
14.	Commencement Certificate	The certificate to be issued in writing by the independent auditor and the independent engineer, to the Concessionaire and copied to the GoS in accordance with the Concession Agreement.
15.	Commercial Clients	All clients availing the facility from areas other than Hyderabad, Tando Jam, Tando Allahyar and Mirpurkhas





16.	Claims	Claims, legal action, lawsuits, grounds for action, debts, royalties, accounts, bonds, guarantees, actions for contribution, indemnity, commitments, contracts, losses (including indirect losses), damages, costs, grievances, enforcement, rulings, obligations, debts (including those related to or stemming from a lost opportunity), demands, and rights of any nature whatsoever, whether actual, pending, potential, or possible, legal, express or implicit, present or future, and known or unknown.
17.	Declaration	Form attached with this RFP as APPENDIX III
18.	Common Users	Local farmers/growers from Hyderabad, Tando Jam, Tando Allahyar and Mirpurkhas.





19.	Compliant Proposal	<p>Any Proposal that:</p> <ul style="list-style-type: none"> <li>(i) meets the eligibility requirements</li> <li>(ii) in the reasonable opinion of the TFEC, meets or surpasses all of the mandatory requirements for a Proposal specified in this RFP;</li> <li>(iii) meets the requirements of the RFP sufficiently and in such a manner that the Proposal would be considered to be complete, competitive, and submitted in good faith by a Bidder who intends to fulfill all the requirements of this RFP;</li> <li>(iv) in the reasonable opinion of the TFEC, is sufficiently detailed and complete such that, if the TFEC decides that the Proposal is compliant, the Financial Close, based on that Proposal, could occur within the time frame specified in the RFP; and</li> <li>(v) meets all criteria and requirements stipulated in the RFP.</li> </ul>
20.	Commencement Date	means the date set out in the Commencement Certificate by the independent auditor and/or the independent engineer (details of which are within the Concession Agreement)
21.	Concession	In consideration of the Concessionaire's obligations contained in the Concession Agreement and relying on the Concessionaire's warranties contained therein, the GoS, granting and authorizing the Concessionaire, for the duration of the Concession Period, to investigate, study,





		design, plan, engineer, procure, finance, construct, develop, operate, maintain and implement the Project on a design, finance, procure, build, operate, transfer and to exercise and enjoy the rights, powers, benefits, privileges, authorizations and entitlements as set forth in the Concession Agreement
22.	Concession Agreement	The agreement entitled "Concession Agreement" to be entered into between the GoS and the Concessionaire that sets forth the detailed terms and conditions for the grant of the Concession to the Concessionaire and contains, among other things, the Technical Specifications for the design, tenor, construction, operations, maintenance and transfer components of the Project; the scope of the services to be provided by the Concessionaire and its obligations; the end of term requirements and other commercial terms (attached as Annexure I)
23.	Concession Period	The duration of 21 years, in respect of the concession and the concession assets, the period commencing from the Commencement Date and ending on the earlier to occur of (a) the termination date; or (b) the final expiry date (as defined in the Concession Agreement).
24.	Concessionaire	The SPV to be established and incorporated under the laws of Pakistan for the purposes of the Project by the enterprise or the Consortium that, further to this RFP and the final selection process, is declared the Successful Bidder and is issued the LOA. The Concessionaire shall be the entity that will enter into the Concession Agreement with the GoS.
25.	Consortium	A Bidder comprised of a group of two or more (but not more than four) enterprises formed to submit a Proposal pursuant to this RFP and, may be selected/procured to carry out the Concession.





26.	Consultation/ Selection Process	Means a two stage bidding procedure, a process that includes this RFP; consultation with Bidder(s); attendance at Pre-Bid Conferences; issuance of a draft or revised version(s) of the Concession Agreement and/or RFP; receipt and consideration of comments from Bidder(s) and information provided in response to a request from the GoS; evaluation of the proposals submitted in response to this RFP; the selection of Shortlisted Bidder(s), issuance of RFP for the second stage to the Shortlisted Bidder(s), evaluation of the proposals submitted in response to the RFP or revised RFP for the second stage; the selection of a Successful Bidder; preparation, negotiation, acceptance, or rejection of any proposal; amendment, cancellation, interruption, or termination of the RFP; and execution of the Concession Agreement
27.	Construction Performance Security	The first demand irrevocable and unconditional bank guarantee or stand by letter of credit issued by a scheduled bank in Pakistan (with a minimum credit rating of at least 'AA-' as rated by JCR VIS by PACRA) acceptable to the GoS, guaranteeing the payment to the GoS of an amount of five percent (5%) of the Total Project Cost for the circumstances set out in the Concession Agreement, in the form of the instrument attached to the Concession Agreement.
28.	Days	Shall mean any days of the respective years
29.	Debt Repayment Support	The support to be granted by the GoS to the Concessionaire for the purposes of paying of the principal amount in installments under the loan that the Concessionaire will procure for the purposes of setting up the Project.
30.	Eligibility Criteria	Means the eligibility criteria to be used for evaluation of Bidder(s) given in this RFP under the heading "Eligibility





		Criteria”.
31.	EIA	Environmental Impact Assessment Report
32.	Equity	An interest represented through shares in the Company incorporated to undertake the Project. This includes amounts invested upon incorporation of or subsequently during the life of the Concessionaire.
33.	Evaluation Report	The evaluation report to be prepared and submitted by the GoS after successfully evaluating the First Stage Technical Proposal
34.	Financial Close	The execution and delivery of the financing documents that (together with equity commitments) evidence sufficient financing for the construction, testing, and commissioning of the Project and achievement of construction completion (following the resolution of any objections raised by the GoS and/or the independent auditor to the financing documents with this Agreement that sets out a principal repayment schedule and the other principal terms of the transaction between the Concessionaire and the lenders) and evidence of commitments for such equity as is required by the Concessionaire to satisfy the requirements of the lenders and the satisfaction of all conditions precedent for the initial availability of funds under the financing documents and the Concessionaire having immediate access to the financing.
35.	First Stage Technical Proposal	The technical proposal to be submitted by the Bidder in response to this RFP.







36.	First Stage Proposal Deadline	The deadline for submission of the First Stage Technical Proposal as mentioned in the Data Sheet
37.	First Stage Qualified Bidder	A Bidder who will be declared successful by the GoS after evaluating all the First Stage Technical Proposals according to the evaluation criteria mentioned in this RFP
38.	Financial Proposal	The financial proposal to be submitted by the Bidder with its Second Stage Proposal
39.	Interest During Construction Period ("IDC")	The interest accruing and adding towards the Total Project Cost during the construction period of the Project
40.	Internal Rate of Return ("IRR")	The interest rate at which the net present value of all the cash flows (both positive and negative) from the project equal zero
41.	JCR VIS	A rating agency providing independent rating services in Pakistan and approved by the Securities and Exchange Commission of Pakistan
42.	Joint Bidding Agreement	The agreement to be entered into between members of a consortium of Bidder(s) submitting a proposal pursuant to this RFP
43.	Key Individuals	An individual who is assigned by the Bidder for the Project under evaluation criteria: <ul style="list-style-type: none"> <li>• Key Lead Person (CEO / President / Managing Director / General Manager etc.)</li> <li>• Finance Manager</li> <li>• Plant Manager</li> <li>• General Manager Marketing</li> <li>• Food Technologist</li> </ul>
44.	Lead Member	Where Consortium then the member of the Consortium who will be acting as a the primary source of contact on behalf of







		all the other members of the Consortium
45.	LOA	Letter of Award
46.	Member(s) / Participant	An entity that is part of a Consortium of a Bidder on exclusive basis i.e. part of only one Consortium/Bidder
47.	Net Present Value ("NPV")	The difference between the present value of cash inflows and the present value of cash outflows at a discounted rate of return.
48.	Non-Disclosure Agreement	The agreement to be signed between the Bidder and the GoS attached as APPENDIX II
49.	Net Worth	Net worth is the total assets minus total liabilities of an individual or a company.
50.	Operation and Maintenance Performance Security	The first demand irrevocable and unconditional guarantee, issued on behalf of the Concessionaire by the scheduled bank in Pakistan (with a minimum credit rating of at least 'AA-' as rated by JCR VIS or an equivalent rating by PACRA) acceptable to the GoS in the form of a demand guarantee or a standby letter of credit, guaranteeing the payment to the GoS of an amount equal to three percent (3%) of the Operation and Maintenance Component of the Expenditure (as defined in the Concession Agreement)
51.	PACRA	A rating agency providing independent rating services in Pakistan
52.	Proposal Deadlines	The deadline for the submission of the Proposals to be prepared and submitted pursuant to this RFP
53.	Proposal	The documents that will be prepared and submitted by the Bidder(s) pursuant to this RFP
54.	Pre-Bid Conference	The conferences relating to the queries raised and clarifications sought by the Bidders that are to be held on:





		<ul style="list-style-type: none"> <li>In respect for the technical matters in this RFP</li> </ul>
55.	Private Partner	Means the enterprise or the Consortium that, further to this RFP and the final selection process, is declared the Successful Bidder and issued the LOA for, <i>inter alia</i> , establishment of the Concessionaire for the purposes of entering into the Concession Agreement with the GoS.
56.	Project Cost ("PC")	The cost involved in setting up the basic facility
57.	PKR	The official currency of the Islamic Republic of Pakistan
58.	Return on Equity ("ROE")	The rate at which the Private Party(ies) will retrieve their investment from the Project
59.	Second Stage Qualified Bidder	A Bidder who will be declared successful by the GoS after evaluating all the Second Stage Proposals according to the evaluation criteria mentioned in the RFP of the second stage
60.	Second Stage Proposal	The proposal which will contain the technical as well as financial bid to be submitted by the Bidder after having revised the technical proposal from the first stage
61.	Second Stage Proposal Deadline	The deadline for submission of the second stage of the procurement process
62.	SEPA	Sindh Environmental Protection Agency
63.	Sindh Public Procurement Rules 2010 ("SPPR 2010")	The procurement rules in accordance with which the Consultation/Selection Process will be conducted.





<b>64.</b>	<b>SPV</b>	A company to be incorporated by the Successful Bidder to develop and run the Project in accordance with the terms of the Concession Agreement, wherein the Class A Shares will be held by Private Party/Successful Bidder and Class B Shares will be held by the GoS, that company will act as the special purpose vehicle for the implementation of the Project
<b>65.</b>	<b>Successful Bidder</b>	The Bidder who will be selected by the GoS to enter into the Concession Agreement and set up the Project
<b>66.</b>	<b>TFEC</b>	The Technical and Financial Evaluation Committee to be established under the SPPR 2010 for the procurement of the Bidder/Consortium
<b>67.</b>	<b>Technical Proposal</b>	The Proposal to be submitted by the Bidder in response to this RFP
<b>68.</b>	<b>Technical Specifications</b>	The specification for the equipment more fully described in APPENDIX VIII of this RFP
<b>69.</b>	<b>Total Project Cost ("TPC")</b>	The overall cost involved in the Project
<b>70.</b>	<b>Works</b>	The implementation and setting up of the Project in accordance with the terms of the Concession Agreement
<b>71.</b>	<b>Work Breakdown Structure ("WBS")</b>	A breakdown of the Project Cost including any hard and soft costs





## 4. INFORMATION TO BIDDER(S)

### 4.1 Background of the Project

- 4.1.1 Outdated orchard management, post-harvest issues including inappropriate handling, immature fruit harvesting, improper grading, packaging and inadequate treatment processing facilities are the key factors for overall low returns in mango sector. Fruit Fly is also the biggest impediment to the mango export quality, making fruit appearance uneven, thus making it unable to meet export standards. According to an estimate, 30% to 40% of fruit is wasted from the harvest to market system; hence saving of these losses would help almost double value of mango industry.
- 4.1.2 The GoS aims to create a modern pack-house, processing and cold storage facility for mango sector in Sindh to facilitate growers, exporters, traders, processors and undertake steps to enhance quality, reduce losses and wastage of mango in the harvest-to-market system. There is a dire need for technology driven supply chain which facilitates quality mango fruit for local as well as exports to lucrative global markets by empowering growers and other stakeholders in the supply chain and by equipping them with the post-harvest facilities available at field level.
- 4.1.3 The GoS acting through the Procuring Agency i.e. Agriculture, Supply & Prices Department, envisages a Public Private Partnership model, for the introduction of Mango Processing Project Facility in strategically important crop growing area of Hyderabad/Tando Jam/Tando Allahyar/ Mirpurkhas. The Project Facilities shall be common facilities available to users. The Project Facility shall be dedicated facility for mango fruit during peak season and would be operational round the year for other fruits & vegetables during mango off-season.

### 4.2 Information concerning the Bidder(s)

#### 4.2.1 Information required

4.2.1.1 Each Bidder must provide the following information:

- i. A detailed description of the Bidder, including:





- a. Legal name;
  - b. Complete head office contact information, including mailing address, telephone and fax numbers, and an e-mail address;
  - c. Incorporation details, including corporate charter, articles of incorporation, and proof of legal authorization to operate in Pakistan. If the Bidder is an unincorporated legal entity, then the proof of that legal entity's existence must be provided.
- ii. In case of a Consortium, the members of the Consortium shall enter into a binding Joint Bidding Agreement for the purpose of submitting the Proposal. The Joint Bidding Agreement is to be submitted along with the Proposal, and shall, *inter alia*:
- a. convey the intent to form an SPV (with shareholding / ownership equity commitment(s) in the SPV in accordance with this RFP) which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the Concession to undertake the Project is awarded to the Consortium;
  - b. clearly outline the proposed roles and responsibilities, if any, of each member;
  - c. state the equity stake to be held and contributed by each Member;
  - d. commit that all of the Members (whose experience will be evaluated for the purposes of this RFP) shall subscribe to a cumulative of 100% of the paid up Class A Shares capital of the SPV and subscribe to the Class A Shares in the SPV. Further, it shall also commit that the members of the Consortium shall neither undertake nor shall they permit any Change in Ownership and/or Control until the debt portion of the Project Cost is satisfactorily paid to the lenders. Further, it shall also commit that no member of the Consortium shall, except with the prior written consent of the GoS, sell, transfer, convey or otherwise dispose its direct and/ or





indirect, legal and/or beneficial ownership in the Class A Shares (or any part thereof) until the debt portion of the Project Cost is satisfactorily paid to the lenders;

- e. provide for the members of the Consortium to undertake that they shall collectively submit/include a statement to the effect that all members of the Consortium shall be liable, jointly and severally, for all obligations of the Concessionaire in relation to the Project; and
  - f. except as provided under this RFP, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the GoS.
- iii. In case of a single Bidder (not being a Consortium), it must provide with an undertaking that it shall be liable for all obligations of the Concessionaire in relation to the Project. Further, in case of a single Bidder, the Bidder shall neither undertake nor shall it permit any change in ownership and/or control until the debt portion of the Project Cost is satisfactorily paid to the lenders. Further, in case of a single Bidder (not a Consortium), the Bidder shall not, except with the prior written consent of the GoS, sell, transfer, convey or otherwise dispose its direct and/or indirect, legal and/or beneficial ownership in the Class A Shares (or any part thereof) until the debt portion of the Project Cost is satisfactorily paid to the lenders.
  - iv. Annual audited financial statements for the past 3 years. These financial statements must be provided for each Member / Participant of the Bidder, or for their parent company, if the latter is acting as the Member or Participant's guarantor.
  - v. Complete profile of the Bidder, including but not limited to the previous transactions it has undertaken in the similar field, particularly highlighting all such projects involving and/or undertaken for the GoS by the Bidder in any manner whatsoever.
  - vi. Roles of Members / Participants





Each Bidder must describe in detail the individual roles of their Members and Participants, as well as the nature of their planned legal relationships between them. They must also produce a complete corporate organizational chart depicting interrelationships.

vii. Role of Key Individuals

The Bidder must describe in detail the roles of Key Individuals by drawing up one or more organizational charts for the various stages (design, construction, operation, etc.), indicating each person's function and relationships during these stages, including the roles of Key Individuals.

viii. Intellectual Property Rights

The Bidder(s) must provide a list of intellectual property rights together with the assignments, transfers and the licenses of intellectual property rights for all concepts, ideas and property developed or incorporated, in any manner, in the Bidder's Proposal, including copyright, inventions and other intellectual property rights and in respect of which it is or is not the owner of the intellectual property rights.

ix. Information required pursuant to this RFP

The Bidder(s) must provide information required under this RFP including but not limited to below:

- a. All Forms for Technical Proposal (Section 8 of RFP)
- b. All relevant Appendix of this RFP

x. Supporting Information & Documentation

Each Bidder may submit any other supporting information or documentation that may assist the TFEC in the evaluation process and the same may be annexed to the Proposal.

**4.3 Costs of Technical Proposal and Bids**







- 4.3.1 The Bidders shall be responsible for all of the costs associated with the preparation of their Technical Proposals and Bids and their participation in the Bidding Process. The GoS will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

#### **4.4 Preparation of Proposals**

- 4.4.1 In preparing their Proposal, the Bidder(s) are expected to examine in detail the documents comprising the RFP. Material deficiencies (deviation from scope, experience and qualification of personnel) in providing the information requested may result in rejection of a Proposal.

#### **4.5 Proposal**

- 4.5.1 The RFP is being sought under the Eligibility Criteria stated under section 7 of this RFP. The procurement is through two stage bidding procedure (Consultation/Selection Process defined above). This means the interested applicant will submit a single package which will contain **only** the Technical Proposal in the first stage. The information shall be furnished in the formats prescribed in this RFP.
- 4.5.2 Each interested Bidder will submit only one package of Proposal against this tender, failing which all the Proposals submitted by it shall be rejected.
- 4.5.3 The Proposal as well as all the related correspondence exchanged between the interested Bidder and the GoS shall be in English language. It is also desirable that the applicant's personnel have a working knowledge of the national and regional languages of Pakistan.
- 4.5.4 The interested Bidder (s) shall be expected to examine in detail the documents comprising the RFP since any material deficiency in providing the information requested may result in rejection of the Proposal.
- 4.5.5 The Proposals must be properly signed by the authorised individual on behalf of the firm/company.

#### **4.6 Technical Proposal**







4.6.1 Interested applicants are required to submit the Technical Proposal stating a brief description of the applicant's organization outlining their recent experience, the names of sub-applicants/professional staff who participated during the assignment, the technical approach, sample templates/prototypes of deliverables, methodology, work plan, organization and staff, the format of which is attached in this RFP and other desired documents mentioned in RFP. First Stage Proposal shall be duly initialled on each page by the authorized representative of the Bidder. Interested Bidders are also required to submit softcopies of their Technical Proposals on CD/DVD or USB's as well.

4.6.2 The Technical Proposal will provide the GoS with the means for assessing the Bidder's ability to comply with the Technical Specifications.

#### **4.7 Financial Proposal**

4.7.1 Since the two stage bidding procedure (Consultation/Selection Process as defined above) is being followed by the GoS for this Project therefore the Bidder(s) are not required to submit their financial proposal at this stage. The financial proposal will be required to be submitted in the second stage which must be in conformity with the technical proposal of the first stage and financial structure outlined in this RFP.

#### **4.8 Bid Validity**

4.8.1 The Bid shall remain valid and open for acceptance for a period of one hundred and twenty (120) days from the Proposal Deadlines. In exceptional circumstance, prior to expiry of the original bid validity period, the GoS may request the Bidder(s) to grant a specified extension in the period of validity. This request and the response thereto shall be made in writing or through fax or email.

4.8.2 A Bidder has a right to refuse the afore-stated request by the GoS.

#### **4.9 Pre-Bid Conferences**

4.9.1 The Pre-Bid Conferences will be held at:





VENUE: 1<sup>st</sup> Floor Committee Room, Finance Department, A.K Lodhi Block,  
Sindh Secretariat, Kamal Ata-Turk Road, Karachi

DATE: 27<sup>th</sup> October 2016

TIME: 11:00 a.m

- 4.9.2 Queries and clarifications relating to the Pre-Bid Conference on the technical matters, relating to the RFP and the Pre-Bid Conference on financial matters, shall reach at least three (3) Days prior to the Pre-Bid Conference.
- 4.9.3 It shall be assumed by the GoS that subsequent to the Pre-Bid Conferences on the technical, RFP and financial matters, all the queries, comments and concerns of the Bidder(s) have been addressed and answered to the full satisfaction of all the Bidder(s). Furthermore, any Proposal submitted in response to this RFP is submitted upon a full understanding and agreement of terms related to this section and, therefore, the submission of Bids in response to this RFP would be deemed as an acceptance to the said terms.
- 4.9.4 The GoS, however, reserves the right to call any additional Pre-Bid Conferences, if it so desires to.

#### **4.10 Bid Submission: time and place of delivery**

- 4.10.1 All Bids/Proposals shall be submitted in a sealed envelope no later than the First Stage Proposal Deadline to the following address and marked for the attention of:

i. Attention

Director-II, PPP Unit, Finance Department, Government of Sindh

ii. Address

7<sup>th</sup> Floor, A.K.Lodhi Block (Finance Building), Sindh Secretariat, Kamal Ata-Turk Road, Karachi, Pakistan

iii. Telephone

+92-21-99 222 191





4.10.2 Proposals received after the First Stage Proposal Deadline will be returned to the sender unopened. Bidder(s) are responsible for ensuring that their Proposals are submitted at the time and place specified herein.

#### **4.11 Submission and receipt**

4.11.1 The original of the Technical Proposal shall be placed in a sealed envelope clearly marked as “ORIGINAL TECHNICAL PROPOSAL” and four (4) copies made from the original of the Technical Proposal shall each be placed in a sealed separate envelope clearly marked as “COPY OF TECHNICAL PROPOSAL”. These all envelopes (one original, four hard copies and a soft copy), in turn, shall be sealed in an outer envelope bearing the address and information indicated in the Data Sheet. The outer envelope shall be clearly marked: “TECHNICAL PROPOSAL FOR FIRST STAGE - MANGO PROCESSING PROJECT. DO NOT OPEN EXCEPT IN PRESENCE OF THE TECHNICAL AND FINANCIAL EVALUATION COMMITTEE”.

4.11.2 The Proposal must contain no interlineations or overwriting except as necessary to correct errors made by the applicants themselves, in which cases such corrections must be signed and stamped by the person or persons signing the Proposal

4.11.3 Your completed Proposal must be delivered on or before the time and date stated in RFP. GoS shall not be liable for any delay in submission of the Proposal within the stipulated period on any account whatsoever.

4.11.4 No Bidder shall be allowed to alter or modify their Bid(s) after the expiry of deadline for the receipt of the Bid(s); provided that the GoS may ask the Bidder for clarifications needed to evaluate the Bid(s) but shall not permit any Bidder to change the substance of the Bid.

4.11.5 Your Proposal must remain valid for the Bid Validity Period.

4.11.6 In case of a Consortium, a Joint Bidding Agreement describing the nature of joint venture, roles and responsibilities for each partner shall also be submitted by the Bidder(s), specifically appointing a Lead Member of the Consortium.





- 4.11.7 The Integrity Pact, duly signed by the GoS and the Bidder (in case the Bidder is a Consortium, by the Lead Member), shall be submitted.
- 4.11.8 Either a board resolution or an authority letter, authorizing the person(s) signing the Proposal / Bid documents on behalf of the Bidder, shall be submitted. In case a Bidder is not a corporate entity, the requisite power of attorney appointing the authorized representative to sign on behalf of the Bidder shall be submitted.

#### **4.12 Opening of the Bids**

- 4.12.1 The TFEC will open the Bids at the 1<sup>st</sup> Floor, Committee Room, Finance Department, A.K. Lodhi Block (Finance Building), Sindh Secretariat, Karachi in the presence of Bidder(s) or their authorized representatives who choose to attend, at a Bid opening ceremony/meeting. The Bidder(s)' representatives who are present shall sign a register in evidence of their attendance.
- 4.12.2 The TFEC shall prepare detailed minutes of the Bid opening for transparency and its own record in accordance with the applicable laws. The Bidder's names, Bid withdrawals (if any), the presence of the requisite Bid Security and such other details, as the GoS, at its discretion, may consider appropriate, will be announced at the Bid opening.
- 4.12.3 Any effort by a Bidder to influence the GoS in the process of examination, clarification, comparison and evaluation of Bids, or decisions concerning award of a Concession, will result in the rejection of that Bidder's Bid.

#### **4.13 First Stage Proposal evaluation**

- 4.13.1 Proposals from the Bidder(s) will be evaluated on the basis of the criteria specified in the Evaluation Criteria. The GoS intends to select such Bidder as the First Stage Qualified Bidder that, inter alia, submits a proposal which is in accordance with the Evaluation Criteria (including Eligibility Criteria) as set out by the GoS for evaluation in the first stage of the Consultation/Selection Process under this RFP.
- 4.13.2 The TFEC will examine the Bids to determine whether they are complete and responsive in all aspects. The TFEC will first apply the Eligibility Criteria





requirements (pursuant to section 7 of this RFP) in the Technical Proposal of all the Bids received. Any Technical Proposal which does not meet the Eligibility Criteria shall not be evaluated further for a technical score. Such ineligible Bid will stand non-compliant. The GoS shall announce First Stage Qualified Bidder (s) upon completion of evaluation of 'Technical Proposal'.

- 4.13.3 GoS shall disqualify a Bidder if it finds at any time, that the information submitted by them concerning their qualification and professional, technical, financial, legal or managerial competence was false and materially inaccurate or incomplete; or
- 4.13.4 At any stage has indulged in corrupt and fraudulent practices, as defined in SPPR 2010.

#### **4.14 Second Stage**

- 4.14.1 The GoS shall discuss the Technical Proposals with all the First Stage Qualified Bidder(s) regarding any technical/commercial clarifications and/or adjustments. The GoS will issue revised RFP for the second stage. The First Stage Qualified Bidder(s) will then submit their Second Stage Proposal(s), on or before the Second Stage Proposal Deadline. The Second Stage Proposal includes revised Technical Proposal and Financial Proposal (including Bid Security).
- 4.14.2 Each First Stage Qualified Bidder shall provide a Bid Security in a sealed envelope with its Second Stage financial proposal and such Bid Security shall be required to be valid for an initial period of one hundred and twenty (120) days plus twenty eight (28) days beyond the original bid validity period making it a total of one hundred and forty eight (148) days from the Second Stage Proposal Deadline.
- 4.14.3 The TFEC will evaluate those proposals to select the Second Stage Qualified Bidder. The Second Stage Qualified Bidder that, *inter alia*, submits a Compliant Proposal which meets all the requirements in the RFP for the second stage required by the GoS for implementing the Project will be declared as the Successful Bidder by the GoS.

#### **4.15 Award of Concession**





4.15.1 Once the Successful Bidder is announced after following the two stage Consultation/Selection Process, the GoS after necessary approvals shall publish on SPPRA's website and its website the results of the bidding process, in the form of Bid Evaluation Report.

4.15.2 The GoS shall issue a Letter of Award (LOA) to the Successful Bidder, which shall require Successful Bidder to accept the LOA within seven (7) days from its issuance. If not accepted within the specified number of days the GoS shall be entitled to encash the Bid Security or Construction Performance Security as the case may be. Issuance of the LOA shall be subject to the necessary approvals and recommendations of the TFEC.

#### **4.16 Finalization of the transaction**

4.16.1 Once the Successful Bidder is announced after following the two stage Consultation/Selection Process, necessary negotiations will take place to finalize the Concession Agreement provided that such negotiations shall not amend or vary financial and/or technical aspects on which bids of the second stage were invited.

4.16.2 The Successful Bidder shall, as a key condition of this RFP, procure incorporation of a "*special purpose vehicle/company*" (the SPV) that shall be locally registered company incorporated in accordance with the laws of Pakistan and such SPV shall be the Concessionaire for the purposes of the Project. The Successful Bidder shall be obligated to replace the Bid Security with the Construction Performance Security prior to execution of the Concession Agreement. The SPV shall, upon incorporation and finalization of the Concession Agreement, enter into the Concession Agreement (*as the Concessionaire*) for the purposes of the Project.

4.16.3 The Construction Performance Security (as defined in the Glossary above) must be valid from the date of its submission until the date falling ninety (90) days after the complete construction of the Project to cover defects liability period or maintenance period. The Construction Performance Security must be fully compliant with the format provided in the Concession Agreement.







4.16.4 Should the Successful Bidder refuse to sign the final version of the Concession Agreement with the GoS in the agreed-upon form and content, the GoS shall be entitled to encash the full amount of the Bid Security and retain and use the proceeds at its sole discretion.

4.16.5 In the event that the Successful Bidder fails to provide the Construction Performance Security to the GoS pursuant to this RFP, the GoS shall be entitled to encash the Bid Security in full and retain and use the proceeds at its sole discretion.

#### **4.17 Potential changes to or termination of the Consultation/Selection Process**

4.17.1 The GoS may, at its sole discretion, at any time, and for any reason whatsoever, without becoming liable to the Bidder(s) or to any other party, by way of addenda, modify, amend, or otherwise change all or any part of the RFP, including by amending the Consultation/Selection Process, by modifying the limits and scope of the Concession or Project, by extending any deadline or time limit (including the deadline for setting up the Concession) specified herein, or by suspending, postponing, or terminating all or any part of the Consultation/Selection Process. Any addendum will be issued by the GoS in writing and the same will be explicitly identified as an addendum to this RFP. However, if there are substantial changes, then GoS might rebid the whole project based on SPPR 2010.

4.17.2 Without limiting the scope of this section, even though the GoS intends to name a Successful Bidder and sign a Concession Agreement, if the GoS fails to receive at least one Compliant Proposal in response to the second stage RFP, for which all government approvals (excluding the environmental approbations required) have been obtained, the GoS reserves the right to terminate the Consultation/Selection Process.

4.17.3 If the GoS terminates the Consultation/Selection Process, the GoS reserves the right to proceed with all or any part of the Project, including the use of some or all of a Bidder's ideas and concepts, based on the approach that the GoS considers to be most suitable.





4.17.4 In the event that the GoS rejects or annuls all the Bids, it may, at its discretion, invite all eligible Bidder(s) to submit fresh Bids or restart the Consultation/Selection Process.

4.17.5 The GoS reserves the right to terminate the Consultation/Selection Process at any time without sharing the reason to any of the Bidder. The GoS shall, upon request by any of the Bidder(s), communicate to such Bidder, grounds for the cancellation of Consultation/Selection Process, but is not required to justify such grounds.

4.17.6 Any Proposal submitted in response to this RFP is submitted upon a full understanding and agreement of terms related to this section and, therefore, the submission of Bids in response to this RFP would be deemed as an acceptance to the said terms.

#### **4.18 No obligation to select or proceed**

4.18.1 Notwithstanding anything contained in this RFP, by submission of a Proposal by a Bidder, such Bidder and each firm, corporation or individual member of the same acknowledges and agrees that:

- a) the GoS may, at its sole discretion, refuse to consider and completely withdraw from the Consultation/Selection Process; or decide to terminate the entire Consultation/Selection Process without assigning any reason whatsoever; or decide to proceed with the Project under a new procurement process (including any new PPP procurement process); or decide to proceed with the Project in some manner other than as a PPP; or reject any Proposal that, in the sole opinion of the GoS, is incomplete or irregular, contains exceptions or deviations that are unacceptable to the GoS, or contains false or misleading statements, claims, or information, or omits any material information that must be submitted under the RFP by a Bidder, or for any other reason whatsoever;
- b) the GoS is not obliged to accept the Proposal that meets the Eligibility Criteria if the Proposal is not a Compliant Proposal and that the GoS's decision with respect to the compliance or non-compliance of a







Proposal is final and binding and that the GoS is in no way obliged to consult the Bidder in making its decisions; and

- c) any Proposal submitted in response to this RFP is submitted upon a full understanding and agreement of terms related to aforementioned points (a) & (b) above and therefore the submission of Bids in response to this RFP would be deemed as an acceptance to the aforesaid terms.

#### **4.19 No contract**

- 4.19.1 No contract whatsoever is created by or arises from this RFP, which, under no circumstances, constitutes an offer to enter into a contract with any party whatsoever.
- 4.19.2 The GoS and/or the TFEC do not have an obligation, responsibility, commitment, or legal liability towards any Bidder arising from this RFP or any Proposal submitted in response to it, or from the Consultation/Selection Process.
- 4.19.3 Any Proposal submitted in response to this RFP is submitted upon a full understanding and agreement of terms related to this section and therefore the submission of Bids in response to this RFP would be deemed as an acceptance to the said terms.

#### **4.20 No collusion**

- 4.20.1 By submitting a Proposal, the Bidder and each firm, corporation or individual member of the Bidder represents and confirms to GoS with the knowledge and intention that GoS may rely on such representation and confirmation that its Proposal has been prepared without collusion or fraud, and is in fair competition with the other Bidder(s) and the Proposals of the other Bidder(s).
- 4.20.2 GoS reserves the right to disqualify any Bidder that, in GoS's opinion, has engaged in collusion in connection with the Project.

#### **4.21 Fraud and Corruption**

- 4.21.1 It is Government's policy that Bidder(s)/Consortiums under the contract(s), observe the highest standard of professional ethics during the procurement





and execution of such contracts. In pursuit of this policy, the GoS follows the instructions contained in the SPPR 2010 which defines:

Corrupt and Fraudulent Practices as either one or any combination of the practices given below;

- i. “Coercive Practice” means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- ii. “Collusive Practice” means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- iii. “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- iv. “Fraudulent Practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- v. “Obstructive Practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules





Under Rule 35 of SPPR 2010 “The PA can inter-alia blacklist applicants/Bidder(s)/Consortium(s) (all or individually) found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the Sindh Public Procurement Regulatory Authority, provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard”.

#### **4.22 Misleading, False and/or Forged Information**

4.22.1 The GoS reserves the right to cancel the bidding process and encash the Bid Security and/or Construction Performance Security at any time/stage of the procurement process even after the transaction has been finalized if it transpires that the information provided by the Bidder(s) is false and/or forged.

#### **4.23 No lobbying**

4.23.1 The Bidder(s) and the firm, corporation or individual members of a Bidder, will not attempt to communicate, directly or indirectly, with any representative of the GoS and/or the TFEC at any stage of this RFP process (including during the evaluation process), except as expressly directed or permitted by GoS, or except as may be required and permitted under another procurement competition, project or other assignment, in which event the Bidder will not have any discussions regarding the Project.

4.23.2 The GoS reserves the right to disqualify any Bidder that, in GoS’s opinion, has engaged in lobbying in connection with this Project.

#### **4.24 No claims**

4.24.1 The GoS shall not be liable for any Claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Bidder or any firm, corporation or individual member of a Bidder, in preparing and submitting a Proposal or participating in negotiations for the Concession Agreement or any other activity related to or arising out of this RFP.

#### **4.25 No conflict**





4.25.1 There should be no conflict of interest (the **Conflict of Interest**) of any of the Bidder(s) that affects the Consultation/ Selection Process. In case a Bidder contemplates any Conflict of Interest till the issuance of the LOA, it shall immediately notify the GoS in writing of such Conflict of Interest and the GoS, in its sole discretion, shall decide whether such conflict constitutes a Conflict of Interest. In case any Bidder is found to have a Conflict of Interest, it shall be disqualified and in the event of its disqualification, the GoS shall encash and appropriate the Bid Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the GoS for, *inter alia*, the time, cost and effort of the GoS, including consideration of such Bidder(s) Proposal, without prejudice to any other right or remedy that may be available to the GoS hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Consultation/Selection Process, if, *inter alia*:

- a. such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Bidder, or a constituent thereof in the other Bidder (s) (or any of its constituents), is less than 1% of its paid up and subscribed capital; or
- b. a constituent of such Bidder is also a constituent of another Bidder; or
- c. such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder (other than the subsidy is made to one Bidder, as allowed in subsection (a) above); or
- d. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- e. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Bid of either or each of the other Bidder; or





- f. such Bidder has participated as a consultant to the GoS in the preparation of any documents, design or Technical Specifications of the Project.

4.25.2 A Bidder shall be liable for disqualification and also for forfeiture of its Bid Security if any legal, financial or technical adviser of the GoS in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to such Project during the Consultation/Selection Process or subsequent to the:

- a. issuance of the LOA
- b. execution of the Concession Agreement.

4.25.3 In the event any such adviser is engaged by the Successful Bidder or the Concessionaire, as the case may be, after issuance of the LOA or execution of the Concession Agreement, then notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, and without prejudice to any other right or remedy of the GoS (including the encashment and appropriation of the whole Bid Security or the Construction Performance Security, as the case may be) which the GoS may have there under or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the GoS being liable, in any manner whatsoever, to the Successful Bidder or Concessionaire for the same.

4.25.4 GoS reserves the right to disqualify any Bidder and forfeit the Bid Security or Construction Performance Security that in GoS's opinion has a Conflict of Interest, whether such conflict exists now or is likely to arise in the future.

4.25.5 Any Proposal submitted in response to this RFP is submitted upon a full understanding and agreement of terms related to this section and therefore the submission of Bids in response to this RFP would be deemed as an acceptance to the said terms.

#### **4.26 Costs and expenses incurred by the Bidder(s)**





4.26.1 All costs, expenses and liabilities incurred by any Bidder (including all its Consortium members, as applicable) in connection with the preparation and submission of the RFP, including the provision of any additional information, attendance at meetings, conducting due diligence, visits to the Project site, engagement of consultants, advisors and contractors etc., and in discussion with the GoS shall be, in each case, borne by the Bidder(s) (including all its Consortium members, as applicable).

#### **4.27 Documents**

4.27.1 Bidder(s) must prepare and submit their Proposals in full compliance with the requirements of this RFP together with the submission of the documents, forms and instruments required for submission by this RFP.

4.27.2 At any time before the submission of Proposals, the GoS may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder/Consortium, modify any of the documents listed in the Data Sheet by amendment. The amendment shall be sent in writing or by email to all invited Bidder(s) and shall be binding on them. The GoS may, at its sole discretion, extend the deadline for the submission of Proposals.

4.27.3 Each Bidder (and in case the Bidder is a Consortium, the Lead Member) shall nominate a representative with whom the GoS should liaise and shall provide such representative's details including designation and all relevant contact details. Legal documentation (e.g. power of attorney, board resolutions and other legally binding authorization) for appointment of the authorized representative of the Bidder (and in case the Bidder is a Consortium, the Lead Member) shall be provided with the Bid.

#### **4.28 Confidentiality**

4.28.1 The Bidder shall not disclose to anyone, other than its employees and officers directly connected with responding to this RFP who have a need to know, any information concerning this RFP. No news release, public announcement, or any other reference to this RFP or any phase of any program hereunder shall be made without the prior written consent of GoS.

4.28.2 Information relating to the examination, clarification, evaluation and recommendation for the Bidder(s) shall not be disclosed to any person who is







not officially concerned with the process or is not a retained professional advisor advising the GoS in relation to or matters arising out of, or concerning the Consultation/ Selection Process. The GoS will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The GoS may not divulge any such information, unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the GoS.

- 4.28.3 All information supplied by GoS in connection with the RFP, including the documents shared, shall be treated as confidential and Bidder(s) shall not, without the prior written consent of GoS, at any time make use of such information for their own purposes or disclose such information to any person (except as may be required by law). Subject to this RFP, the bidding documents shall remain the property of the GoS and are transmitted to the Bidder(s) solely for the purpose of preparation and submission of the Proposal in accordance herewith. The GoS will not return any Bid or any information provided along therewith.
- 4.28.4 The RFP and every part of it and all other information provided by or on behalf of GoS must be treated as private and confidential. Bidder(s) shall not disclose the fact that they have been invited to submit a Proposal or release details of the RFP other than on a strictly confidential basis to those parties whom they need to consult for the purposes of preparing the Proposal.
- 4.28.5 Bidder(s) shall not at any time release any information concerning the RFP and/or their Proposal and/or any related documents and/or any negotiation and/or any discussion with GoS in this connection for publication in the press or on radio, television, screen or any other medium without the prior written approval of the GoS.
- 4.28.6 Each Bidder undertakes to indemnify GoS and to keep GoS indemnified against all actions, Claims, demands, liability, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any breach of the provisions of this section.
- 4.28.7 Any Proposal submitted in response to this RFP is submitted upon a full understanding and agreement of terms of this section and therefore the





submission of Bid in response to this RFP would be deemed as an acceptance to the said terms.

#### **4.29 Tax liability**

- 4.29.1 The interested applicant shall be subject to all admissible duties and taxes unless exempted by the relevant tax authority for which the interested applicant will have to show the necessary documents certifying the exemption. The interested applicant has to assess all taxes and cost of insurance while quoting the price in the financial proposal.
- 4.29.2 The Concessionaire shall be liable to pay federal, provincial and local taxes, as they exist on the day of the grant of Concession. However, any change in the applicable taxation regime/rates due to change in legislation will be compensated for by the GoS.
- 4.29.3 The Bidder's shall also account for and include in their Bidder's Financial Model all the taxes that will be applicable to the Project.
- 4.29.4 The Concessionaire's obligations to taxation and any taxation allowances are clearly identified in the Concession Agreement. The Bidder should state its acceptance of these obligations and should show the extent and timing of its tax provision and the proposed tax depreciation policy that will be adopted for each category of asset (it should be assumed for taxation purpose that the residual value of all assets at the end of the Concession Period will be PKR 1/- (Pakistani Rupee One Only). For the sake of clarity, the Concessionaire is expected to pay all the taxes, rents, and charges payable to any local government, provincial or federal government and it would not be allowed to seek any support from GoS if it was unaware or ignorant of any tax, rate or charges, as in effect on the Proposal Deadline.

#### **4.30 Miscellaneous**

- 4.30.1 The Consultation/Selection Process shall be governed by this RFP and the RFP that will be issued on the second stage of the Consultation/Selection Process, and construed in accordance with, the laws of Pakistan and the Courts at Karachi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Consultation/Selection Process.







#### **4.31 Integrity pact**

4.31.1 Pursuant to Rule 89 of SPPR 2010 Consultants undertakes to sign an Integrity pact in accordance with prescribed format (attached hereto as APPENDIX I) for all the procurements estimated to exceed PKR 2,500,000 (Rupees Two Million Five Hundred Thousand Only).

#### **4.32 Insurances**

4.32.1 If a Bidder is selected, it understands, undertakes and confirms that it shall be responsible for procuring insurances in respect of the Project. All fees, costs and other expenditures relating to such Insurances shall be borne by the Concessionaire. Furthermore, the cost for Insurances may be included in the financial plan by the Bidder(s).

#### **4.33 Force Majeure**

4.33.1 The conditions of Concession Agreement shall stipulate that failure on the part of the parties to perform their obligations under the Concession Agreement will not be considered a default if such failure is the result of an event of force majeure as more particularly described in the Concession Agreement.

#### **4.34 Concession Agreement to prevail**

4.34.1 In event of any inconsistencies or conflict between the terms of this RFP and the Concession Agreement, the terms of the Concession Agreement shall prevail.

#### **4.35 Overriding effect**

4.35.1 Provisions of the SPPR 2010 shall have an overriding effect notwithstanding anything to the contrary contained in any other rules, regulations, manuals, instructions or orders issued by the Government from time to time.

#### **4.36 Project term and parties**

##### **i. Parties**





The Concession Agreement establishes the rights and obligations of both the GoS and the Concessionaire. It will be signed between the GoS and the Concessionaire.

ii. Changes to the composition of a Bidder

Where the Bidder is a Consortium, change in composition of the Consortium may be permitted by the GoS before submission of Second Stage Proposal Deadline, only where:

- a. the Lead Member continues to be the lead member of the Consortium;
- b. the substitute is at least equal if not better, in terms of technical capacity and financial capacity, to the Consortium member who is sought to be substituted and the modified Consortium shall continue to meet the pre-qualification and short-listing criteria for applicants; and
- c. the new member(s) expressly adopt(s) the application already made on behalf of the Consortium as if it were originally a party to it, and is not an applicant / member of any other Consortium bidding for this Project.

Approval for change in the composition of a Consortium shall be at the sole discretion of the GoS and must be first approved by the GoS in writing fifteen (15) days prior to the Second Stage Proposal Deadline.

#### 4.37 Ownership

4.37.1 The Private Partner retains ownership of the right-of-way and the structures designed and built by it for the term of the Concession Period. Following the Termination Date, ownership of the Project related assets along with the right of way, will be transferred to GoS in accordance with the Concession Agreement.

#### 4.38 Handover of the Project





4.38.1 The Concessionaire will be responsible for handing over the Project to the GoS in a good working condition at the end of the Concession Period, as specified in the Concession Agreement without any further compensation to the Concessionaire at the time of such transfer. The structures of the Project are subject to an inspection and correction process in order to ensure that they are handed over in accordance with the terms and conditions set out in the Concession Agreement.

#### **4.39 Allocation of risks and responsibilities**

4.39.1 All risks and obligations of the GoS and the Private Partner shall be in accordance with the Concession Agreement and the Bidder(s) shall be deemed to have full and complete understanding of the risks relating to the Project and their allocation, as set out in the draft Concession Agreement.

#### **4.40 Environmental matters**

4.40.1 The GoS is committed to respecting the environment on all of its projects. The Concessionaire will be required to ensure that Works are carried out in accordance with all Applicable Standards set out in the Concession Agreement.

4.40.2 The Private Partner shall be responsible to carry out and prepare a detailed Topography Report and EIA Report following the process laid down by the SEPA and submit the report with SEPA for necessary approval. The Private Partner would follow the recommendation thereof in the best interest of the environment and safety of the environment.





## 5. DATA SHEET

1.	Name of the Procuring Agency	Agriculture, Supply and Prices Department. Government of Sindh / GoS
2.	Project Name	Mango Processing Project
3.	Address and Contact Person of the Procuring Agency	Mr. Abdul Aziz Channa Deputy Secretary (Technical) Agriculture, Supply & Prices Department Government of Sindh  Tel: +92-21-9921 2050
4.	Address and Contact Person of PPP Unit	Mr. Fahad Ansari Director, PPP Unit, Finance Department, Government of Sindh  Tel: +92-21-99 222 191 Email: <a href="mailto:Fahad.directorppp@gmail.com">Fahad.directorppp@gmail.com</a>
5.	Pre Bid Conference	11:00 A.M , October 27 2016  1st Floor Committee Room, Finance Department, A.K. Lodhi Block (Finance Building), Sindh Secretariat, Karachi
6.	Bid Submission place	Director-II, PPP Unit  7 <sup>th</sup> Floor, PPP Unit, Finance Department, A.K. Lodhi Block (Finance Building), Sindh Secretariat, Karachi
7.	First Stage Proposal Deadline	11:00 A.M December 01, 2016
8.	Bid Opening Time, Date and	12:00 P.M December 01, 2016





	Place	1 <sup>st</sup> Floor Committee Room, Finance Department, A.K. Lodhi Block (Finance Building), Sindh Secretariat, Kamal Ata-Turk Road, Karachi
9.	Method of selection	Two Stage Bidding Process
10.	Technical & Financial proposals required	<u>First stage:</u> only Technical Proposal is required <u>Second stage:</u> Both technical and financial proposals will be required along with Bid Security
11.	Bid Security	The first demand irrevocable and unconditional bank guarantee, pay-order, demand draft or bankers cheque issued by a scheduled commercial bank in Pakistan (with a minimum credit rating of at least 'AA-' as rated by JCR VIS or an equivalent rating by PACRA), guaranteeing the payment to the GoS of an amount of one percent (1%) of the bid price to be submitted with the second stage financial proposal
12.	Construction Performance Security	The first demand irrevocable and unconditional bank guarantee or stand by letter of credit issued by a scheduled bank in Pakistan (with a minimum credit rating of at least 'AA-' as rated by JCR VIS or an equivalent rating by PACRA) acceptable to the GoS, guaranteeing the payment to the GoS of an amount of five percent (5%) of the Total Project Cost for the circumstances set out in the Concession Agreement, in the form of the instrument attached to the Concession Agreement.





13.	Operation and Maintenance Performance Security	The first demand irrevocable and unconditional bank guarantee, issued on behalf of the Concessionaire by the scheduled bank in Pakistan (with a minimum credit rating of at least 'AA-' as rated by JCR VIS or an equivalent rating by PACRA) acceptable to the GoS in the form of a demand guarantee or a standby letter of credit, guaranteeing the payment to the GoS of an amount equal to three percent (3%) of the Operation and Maintenance Component of the Expenditure (as defined in the Concession Agreement)
14.	Second Stage Proposal	The revised Technical Proposal will be submitted along with the financial proposal which will together form the Second Stage Proposal
15.	Proposal Evaluation criteria	As mentioned in clause no. 7 below titled "Evaluating the Proposal"
16.	Agreement Stamping	As applicable under the prevailing laws of Pakistan
17.	Proposal Validity Period	120 days
18.	Duration of the Project	the Concession Period
19.	Right of Negotiation	After selection of the Successful Bidder, the GoS reserves the right to negotiate changes to the Proposal or to any of the terms of the Concession Agreement, provided however, the Successful Bidder will not be entitled to initiate changes to its Proposal, or to the Concession Agreement, except as set out and described in its Proposal and agreed upon by the GoS in writing.





## 6. TERMS OF REFERENCE

### 6.1 Introduction

- 6.1.1 The Project is an important part of the Government's strategy towards developing Sindh's horticultural sector. The issue of post-harvest losses which is mainly on account of insufficient packaging/grading and cold storage facilities as well as grower unawareness is hindering the true potential of mango sector to improve yield gap per hectare and better returns to growers and exporters.
- 6.1.2 The Mango Processing Project conceived as a "common facility" at crop production site under Public Private Partnership (PPP) mode, shall create opportunities to empower mango grower which is currently the most weakest among segments of mango supply chain and at the same time facilitate exporters and other stakeholders. The private investor would be responsible for setting-up the Project Facilities and operate & maintain under PPP mode.
- 6.1.3 Mango is grown almost exclusively in Punjab and Sindh provinces on an area of 171,300 ha with total production of 1.658 million tons. During the year 2014, area under mango in Sindh was 62,732 ha with total production of around 400,000 metric tons. It constitutes 24% of the total mango production in Pakistan and translates to average yield of 6.36 tons/ha or 63.6 mds/acre.
- 6.1.4 Major mango growing districts of Sindh are Mirpurkhas, Tando Allahyar, Hyderabad, Matiari, Sanghar, and Tando Muhammad Khan. District-wise data show that district Mirpurkhas tops the list with area of 13,210 ha and production 79,649 tons which is equivalent to 20% of the total mango production in Sindh. The figures for the other two districts of the project catchment area are: 8,619 ha and 53,774 tons for district Tando Allahyar and 7,300 ha and 54,297 tons for district Hyderabad. Put together, the mango area and production of the project catchment area (districts Mirpurkhas, Hyderabad and Tando Allahyar) comes to 29,129 ha and 187,720 tons, respectively. Compared with total mango production of Sindh, the project catchment area is producing almost 50% of mangoes in Sindh. Districts adjoining the project area, Sanghar, Umarkot and Matiari, together produce around 28% of the mangoes produced in Sindh. The project area and the adjoining areas together account for 75% of mango production in Sindh. Thus







the project area constitutes strategically an important mango growing area where establishment of mango processing facilities deserve consideration.

6.1.5 Economic importance of mango enhances several times due to huge export potential of the fruit. Although mango production in Sindh is one-fourth of country's total production, there are some distinct advantages that give an edge to the province.

- i. Season in Sindh starts about one month earlier as compared to Punjab, the main production region in the country.
- ii. Quality of Sindhri, the dominant mango variety from Pakistan grows much better in Sindh
- iii. Close proximity of sea ports makes it cheaper to export mangoes via sea route from Sindh

## 6.2 Seasonality details of mango crop in Sindh

6.2.1 The season for almost all horticultural crops in Pakistan moves from south to north. Karachi division is the starting point for mango crop in Pakistan. The production volume in Karachi is, however, negligible and therefore, for all practical purposes Hyderabad / Mirpurkhas region is considered the starting point for mango crop in Pakistan.

6.2.2 In Hyderabad/Mirpurkhas flowering in mango trees start appearing in the month of December/January, followed by fruit formation which matures during the months May to mid-July, depending upon the mango variety. Therefore, mango harvesting in this region starts in May.

## 6.3 Mango value added products

6.3.1 In addition to having a huge fan following around the world for mango as table fruit, many value added products made from this king of all fruits are very popular as well. Some of the well-known mango value added products that are in high demand are listed below:

- i. Mango Pulp
- ii. Mango Puree
- iii. Mango Squash





- iv. Mango juice
- v. Mango Jams & Jelly
- vi. Mango Concentrate
- vii. Mango Essence
- viii. Mango Pickle
- ix. Dry mango chips
- x. Mango slices

#### 6.4 **Other fruits and vegetables that can complement mango in the proposed Project**

6.4.1 Availability of mango in the catchment area as defined for this project is from end of May to mid - July only. Once the season for mango is over in the project catchment area, fruit from central and northern Sindh as well as from Punjab is expected to come to the project facility for processing. This may extend the mango availability period till around mid of August.

6.4.2 Although mango is the single most important horticultural crop grown in the defined production area, many other fruits and vegetables also grow well there. The table below provides details about the volume and acreage of important fruit and vegetable crops that can complement mango in the Project:

<b><u>Crop</u></b>	<b><u>Area (hectares)</u></b>	<b><u>Production (metric tons)</u></b>	<b><u>Yield (tons/ha)</u></b>
<b>Banana</b>	26,298	101,725	3.9
<b>Guava</b>	8,858	66,879	7.6

6.4.3 In order to improve capacity utilization of the Project, the project plant will have the capability of processing other fruits and vegetables during mango off season. Below is a list of fruits that not only grow well in substantial volumes in project catchment area but that can be used to produce value added products that are in significant demand locally as well as internationally:

##### i. Banana:

Season: Available all around the year with peak season September-November

Possible Products:





Banana chips / baby food / concentrates/ banana powder

ii. Guava:

Season:

November – March

Possible Products:

Guava pulp/ nectar / jam & jelly / concentrates/

## 6.5 Potential proposed users of the facility

6.5.1 Individuals and entities that are expected to make use of the facility are listed below:

a. Fruit Exporters (mainly mango exporters)

Mango exporters wanting to improve the quality of product that they offer to their clients would want to use the facility for ripening, hot water treatment /vapor heat treatment, cold storage, and packing services.

b. Exporters of mango / guava / banana / value added products

The potential of this type of trade is so large and once the facility is made available business community would be attracted to take advantage of this huge opportunity.

c. Domestic food industry

Manufacturers of food products like fruit juices, jams and jellies, squashes, nectars, etc. would be an important category of potential users of the facility.

d. Growers

Growers wanting to improve the quality of their fruit and sell directly to exporters or export by themselves would also be the potential users of the facility.





## 6.6 **Project Objectives**

6.6.1 Government of Sindh desires to achieve following objectives from the project:

- a) Introduce technology driven common facility for mango (and other area fruits/vegetables during mango off-season) comprising of a pack-house, treatment / processing facility (Hot Water Treatment and Vapor Heat Treatment), blast chiller, cold storage, ripening chamber, laboratory and pulping facilities to growers, processors and exporters as per international standards
- b) Reduce the post-harvest losses of horticulture produce during harvest and activities thereafter to an acceptable level along with improved quality and shelf life of the products;
- c) Improve and delivering better quality of mangoes to local as well as global markets;
- d) Entry into high value markets by maintaining quality and adhering to international best practices;
- e) Bridge the gap between growers and exporters/bulk buyers;
- f) Explore options of alternate mode of financing for mango growers;
- g) Promote use of pheromone traps and other agricultural practices to control fruit fly;
- h) Encourage greater private sector investment in processing and handling of horticulture crops;
- i) Improve financial returns for farmers / growers in Sindh

## 6.7 **Equipment and facilities to be installed in the project**

- i. Pack House:  
Reception area





Washing area / facility  
Grading area / facility  
Packing area

- ii. Fruit Treatment:
  - Hot water Treatment
  - Vapor Heat Treatment
- iii. Ripening and Storage:
  - Ripening Chambers
  - Blast Chillers
  - Cold Store
- iv. Ancillary Facilities:
  - Laboratory for Quality Control and Microbiology
  - Farmers/growers training cell
- v. Value Addition:
  - Pulping and puree making

More detailed description of each equipment/facility is given in APPENDIX VIII.

## 6.8 Need analysis for common processing facility for mango in the target area

- 6.8.1 Facilities such as ripening chambers, cold stores, hot water treatment plant, vapor heat treatment plant and pack houses are critical for growing exports, particularly to well-paying high-end markets. At the moment such facilities are not available with most exporters. With international quality standards becoming more stringent with time fruit exporters in general and mango exporters in particular will find it difficult to keep servicing their clients especially in EU. Analyzing the structure of Pakistan's horticulture supply chain with particular emphasis on exporting community capability to meet the ever growing quality related demand of Pakistan's existing markets and their ability to quickly upgrade their infrastructure it becomes abundantly clear that the sector requires Government support, at-least, in meeting the quality requirements of international markets. A common facility providing these services to interested exporters at reasonable cost and in the center of





production area will not only provide the much needed support to the horticulture exports and horticulture processing segments but would also bridge the gap between producers and bulk buyers.

- 6.8.2 Fruit fly infestation is putting Pakistani mango at risk of being banned in EU. Subsequent to Indian mango being banned by EU in 2013 due to fruit fly infestation, Pakistan Government decided to implement stricter controls to ensure that the mango exported to EU was free of fruit fly infestation. As such, Department of Plant Protection came out with its protocols for meeting export criteria for EU. Most important aspect of these protocols was that all mango shipments for EU markets must be Hot Water Treated. Very few exporters are able to set up Hot Water Treatment Facility to meet this requirement and hence a common facility providing such a service against a charge is a dire need of this sector.
- 6.8.3 Similarly, there are some extremely well paying markets that can be penetrated if exporters could process the fruit as per their requirements. Japan is one such example where Pakistani mango cannot be exported unless it is Vapor Heat Treated. Vapor Heat Treatment technology is new and at present there are hardly any facilities available in the country. A common facility providing such processing against a tariff will enable Pakistani exporters to tap into this extremely lucrative market.
- 6.8.4 There is also an urgent need to jumpstart the value added segment. Pakistan's mango is extremely suitable for producing mango pulp / puree but due to high cost of setting up the pulp making facility presently Pakistan is lagging behind in this lucrative segment. A common facility capable of producing top quality mango pulp and other related value added products like guava puree for third party processors against a charge would encourage Pakistan's business community to exploit this potential.

6.9 **Survey and investigation of the appropriate land covering the project requirements**

- 6.9.1 Assess land area requirement of the project. Identify and propose the potential site of the Project in strategically important crop growing area of Hyderabad to Mirpurkhas (on Hyderabad-Mirpurkhas road for easy access) for setting-up the Mango Processing project. The Bidder shall adhere to the





requirements set out in the Site Location Undertaking as set out in APPENDIX V of this RFP.

#### 6.10 **Land acquisition**

6.10.1 Land acquisition for the implementation of the Project and clearance of encroachment will be the responsibility of the Concessionaire.

6.10.2 However each Bidder shall represent, confirm and undertake that:

- i. The site for the project shall be on or within 100 meters of main Hyderabad-Mirpurkhas road with easy access;
- ii. The estimated site area for the Project should not be less than 15 acres;
- iii. It has access to primary utilities;
- iv. Free possession and undisputed ownership ; and
- v. Fit for large scale industrial construction.

6.10.3 In case the Bidder being successful, the Bidder shall procure acquisition of the site with the approval of the GoS and shall provide all such documentation as required by the GoS for determination of the Concessionaire's rights, title and interest.

6.10.4 In order to facilitate the land acquisition, the GoS shall offer up to 40% of land acquisition cost pursuant to financial model of preferred bidder through upfront equity injection in the SPV for this purpose.

#### 6.11 **Project Term and provision for Common Users**

6.11.1 The Bidder(s) shall keep into consideration the following for the Project:

- i. To complete the project in one year time from the time of financial close.
- ii. The operator shall dedicate 15% of the facility during mango season to the Common Users during debt servicing period and subsequently 30% until the end of concession period.







**6.12 Establishment of common facility based on the concept defined in this RFP and following specifications:**

**i. Physical Building**

- a. Pack house
- b. Cold Storage
- c. Blast Chiller
- d. Ripening Chamber
- e. Factory area (for pulp production etc.)
- f. Residential colony
- g. Laboratory for Quality Control and Microbiology
- h. Farmers/growers training cell
- i. Office and admin area
- j. Service area
- k. Common utilities area
- l. Mosque
- m. Anything that is required to effectively develop the facility according to the agreed concept

**ii. Equipment and Machinery**

- a. Hot water treatment unit
- b. Vapor heat treatment unit
- c. Cooling units and other relevant equipment for cold storage and blast chillers
- d. Ethylene generators and other relevant equipment for ripening chambers
- e. Laboratory equipment
- f. Boiler
- g. Grading/Packing Line
- h. Pulping Line
- i. Generators
- j. Any other equipment / machinery required to effectively run the facility as a common facility to achieve the defined objectives

**iii. Training**





a. Detailed plan on imparting training to area farmers to achieve the following two objectives at the minimum:

- Improve farming practices to ensure availability better quality of fruit for processing
- Awareness about postharvest handling and processing and the advantage of using the common facility to be able to supply better quality fruit to their buyers mainly the exporters

iv. Marketing

a. The Concessionaire would be required to develop an effective marketing strategy to attract users of the common facility. The marketing campaign shall be launched by the Concessionaire upon commencement of construction work. This would entail at the minimum targeting the following:

- Exporters of fresh fruits and vegetables
- Exporters of horticulture value added products
- Manufacturers of fruit and vegetable value added products like juices, squashes etc.
- Growers

v. Effectively running the facility

In addition to above mentioned activities, the Concessionaire would be expected to efficiently run the facility as a commercial venture ensuring proper development of systems and processes; hiring, training and retaining efficient and good quality workforce; developing and maintaining accounts; managing finances; complying with all requirements of regulatory authorities and all types of record keeping required for efficient and prudent running of business

## 6.13 Financial Structure

6.13.1 Project financing structure will be as follows:

i. Debt to Equity Ratio must not exceed 50:50





- ii. Equity portion of the GoS must not exceed 20% of the overall cost of the project.
- iii. Equity portion of the Private Partner must not be less than 30% of the overall cost of the project.

6.13.2 It will be the responsibility of the Successful Bidder to arrange the aforementioned debt within 2 (two) months after the signing of the Concession Agreement from financial institutions/banks. The GoS shall not provide any support/guarantee to arrange debt from the financial market. However GoS shall underwrite the balance of loan that could not be arranged from the financial market. An incentive of 5% of the arranged amount shall be given as bonus on the amount being commercially arranged by the Bidder(s)/Consortium from financial market. The portion of the loan that the Successful Bidder will not be able to arrange will be provided for by the GoS as a loan from the GoS to the Successful Bidder at 3 Months KIBOR + 3.00%. Such loan will be provided within thirty (30) days from the expiry of the debt arranging period of two (2) months granted to the Successful Bidder.

6.13.3 GoS will secure the repayment obligations of the SPV up to the extent of only 70% of the principal amount for each instalment accruing under the said debt and the remaining 30% principal amount repayment plus interest/mark-up/all other payments will be the responsibility of the Successful Bidder. Although the primary obligation to pay-off the said debt will be that of the Successful Bidder/Concessionaire, the GoS shall take over the entire balance of debt obligations of the lenders in case of default by the Concessionaire whereby GoS shall also take over the equity of the Concessionaire as a measure of termination of its contract along with the penalties, if any.

#### 6.14 **Compensation to Private Partner**

6.14.1 The Private Party will not be compensated for or guaranteed by the GoS on any Return on Equity ("ROE"), Return of Equity ("ReE") or Internal Rate of Return ("IRR"). The ROE, ReE and IRR will solely be based on the success





rate of the Project and distributed in accordance with the terms of the Concession Agreement.

- 6.14.2 Any Proposal submitted in response to this RFP is submitted upon a full understanding and agreement of terms stated in this section and this RFP therefore the submission of bids in response to this RFP would be deemed as acceptance to the said terms.





## **7. EVALUATING THE PROPOSAL**

### **7.1 Technical Proposal Evaluation**

- 7.1.1 Each responsive Proposal shall be attributed to a score out of a total of 100 points. The First Stage Qualified Bidder (s) will be selected on the basis of achieving a technical score, equal to or higher than 70%.
- 7.1.2 The TFEC will select that Bidder/Consortium as the Successful Bidder who will submit a Second Stage Proposal which will be a Compliant Proposal also taking into account the technical/commercial clarifications and/or adjustments that had to be made in the First Stage Proposal pursuant to the discussions with the TFEC.
- 7.1.3 Any other errors or omissions in the Second Stage Proposals will not result in its automatic rejection. The TFEC reserves the right to ask Bidder(s) to correct any errors or omissions in their Proposal, to the TFEC's satisfaction, within the time limits specified in the request, which will be at least three (3) days.
- 7.1.4 The declaration, identical in form and content to the one found in APPENDIX III, with no amendments or changes thereto, must be signed by the Bidder(s) and their Members.
- 7.1.5 The Non-Disclosure Agreement, identical in form and content to the one found in APPENDIX II, with no amendments or changes thereto, must be signed by the Bidder(s) and its members, for the access to data room. Further, the Integrity Pact, identical in form and content to the one found in APPENDIX I, with no amendments or changes thereto, must be signed by the Bidder and the GoS.

### **7.2 Eligibility Criteria**

- i. All the members of the Consortium have to be registered companies/registered partnerships/registered sole proprietorships (proof of incorporation issued by the relevant regulatory authority and/or governmental organization also required).
- ii. Registered payer of income tax with a valid National Tax Number Certificate issued by Federal Board of Revenue/Sindh Revenue Board or similar





authority, for all the members of the consortium established and set-up within Pakistan. The international partners to show international tax registration from their relevant regulatory tax authorities.

- iii. Not a black listed company in any of the government organizations/books and not barred by any law, contract or any litigation from becoming privy to such assignments/projects. (An Affidavit in the form attached with this RFP as APPENDIX VI signed to this effect shall also be provided by the Bidder).
- iv. Bidder (in case of Consortium Bid, the Lead Member) must have a minimum net worth of PKR 75 million (excluding any surplus on revaluation) as reflected in the annual financial statements of last financial year.
- v. Bidder (in case of Consortium Bid, the Lead Members') average annual turnover must be at least PKR 300 million for last 3 years.
- vi. Bidder (in case of Consortium Bid, the Lead Members') Current ratio 1:1 of last financial year.
- vii. Bidder (in case of Consortium Bid, the Lead Members') maximum Long Term Debt to Equity ratio: 55:45 of last financial year.
- viii. Bidder (in case of Consortium Bid, the Lead Members') total gearing to Net worth ratio: not above 8 time its Net worth of last financial year.
- ix. Bidder (in case of Consortium Bid, any member of the Consortium) with experience of manufacturing or processing plants for at least 5 years (with an Annual turnover of PKR 75 million).
- x. Bidder (in case of Consortium Bid, any member of the Consortium) with experience in the fruit & vegetables related business for at least 3 years (with an Annual turnover of PKR 20 million).

### **7.3 Technical Evaluation Criteria**

7.3.1 The eligible Technical Proposal will be evaluated on the basis of the following criteria(s):





No.	Criteria	Points
1	Financial Soundness	25 points
2	Work Experience	40 points
3	Work Plan	5 points
4	Methodology	10 points
5	Key Individuals	20 points
	<b>TOTAL</b>	<b>100 points</b>

7.3.2 The factors to be considered under each criterion are as follows:

**a. Financial Soundness of the Bidder (in case of Consortium Bid, the Lead Member): (25 points)**

i.	If Turnover is greater than 300 million (less than 300 million will score no points)  (maximum 15 points)	7.5 points + 1 point for each increase of Rs.50 million above Rs. 300 million
ii.	If Net Worth is greater than 50 million (less than 50 million will score no points)  (maximum 10 points)	7.5 points + 1 point for each increase of Rs. 25 million above Rs. 50 million

**b. Bidder's (in case of Consortium, collectively of all the Consortium members / firms) Work Experience (40 points)**

i.	General Experience of processing or manufacturing or engineering units (total 15 points)  Running/Owned a Unit for > 5 years (less than 5 years of experience will score no points)  (maximum 15 points)	7.5 points + 1 point for each additional year above 5 years
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ii.	<p>Specific experience of fruit &amp; vegetable related business excluding export business (total 15 points)</p> <p>Running/Owned a Unit for &gt; 3 years</p> <p>(less than 3 years of experience will score no points)</p> <p>(maximum 15 points)</p>	7.5 points + 1 point for each additional year above 3 years
iii.	<p>Additional experience of fruit &amp; vegetable export business (total 10 points)</p> <p>Operating/Owned a Unit for &gt; 5 years</p> <p>(less than 5 years of experience will score no points)</p> <p>(maximum 10 points)</p>	5 points + 1 point for each additional year above 5 years

**c. Work Plan: (5 points)**

i.	Detailed / Relevant	5
ii.	Substantially Detailed / Relevant	3
iii.	Vague / Not Relevant	2

**d. Methodology: (10 points)**

i.	Detailed / Relevant	10
ii.	Substantially Detailed / Relevant	6
iii.	Vague / Not Relevant	3





**e. Key Individuals: (20 points)**

Key Lead Person	MBA or Equivalent and minimum 15 years of top management experience with an entity of annual turnover of a billion rupees.	5 points
Finance Manager	CA / ACMA / MBA Finance or equivalent with minimum 10 years of relevant experience at senior management position.	2 points
Plant Manager	B.E. with minimum 10 years of relevant experience at middle to senior position.	4 points
General Manager Marketing	MBA with majors in Marketing with 10 years experience of marketing (at middle to senior position) of food products and knowledge of export marketing.	4 points
Food Technologist	Masters in Food Technology with particular emphasis on microbiology and minimum 5 years relevant experience.	5 points

**7.4 Financial Proposal Evaluation Criteria**

7.4.1 Financial Proposals of only those Bidders will be considered, who qualify by scoring a minimum of 70 points out of 100 points in the technical evaluation.





- 7.4.2 Scoring criteria for evaluation of the Financial Proposal is based on two components:
- Government support i.e. Equity support from the Government and Debt Repayment Support (principal Only); and
  - Project cost.
- 7.4.3 The Bidder demanding the lowest Government support shall be allotted the maximum points.
- 7.4.4 Furthermore, the Bidder quoting the lowest Project Cost shall be allotted maximum points.
- 7.4.5 For combined scoring, Government support from the GoS has been allotted a 70% weightage and Project Cost has been allotted a weightage of 30%.
- 7.4.6 Successful Bidder has to obtain a combined maximum score.
- 7.4.7 An example is presented below, illustrating financial bid evaluation and scoring.

Criteria	Bidder A	Bidder B	Bidder C	Weight %	Remarks
i- Govt. Equity Contribution (PKR mn)	437	283	169		Bidder can ask a Maximum of 20% in the form of Equity from Govt.
ii- Govt. Debt Support (Principle Portion - PKR mn)	765	566	421		Bidder can ask upto 70% of the Debt (Principle Portion Only)
1 Total Govt. Support (PKR mn)	1,202	848	590	70	Bidder with the Lowest Government Support demanded in present value terms (discounted @ 7%) will be awarded highest marks i.e 70.
2 Project cost (PKR mn)	2,185	1,885	1,685	30	Bidder with the Lowest Project Cost will be awarded highest marks i.e 30. Bids with abnormally high project costs will be rejected

Scoring	Bidder A	Bidder B	Bidder C	Remarks
1 Total Govt. Support	34.35	48.67	70.00	Bidder C is declared winner.
2 Project cost	23.14	26.82	30.00	
Aggregate	57.49	75.48	100.00	

Computation Methodology ( Lowest Bid Amount / Bidder Amount) X Weightage

Sample Computation for Bidder A;

Lowest Bid Amount (590) / Bidder Amount (1202) X 70% = 34.35

Lowest Bid Amount (1685) / Bidder Amount (2185) X 30% = 23.14

Hence, Bidder A Score = 57.49





## 8.0 FORMS FOR TECHNICAL PROPOSAL

<b>FORM - 1</b>	PROPOSAL SUBMISSION FORM
<b>FORM - 2</b>	BIDDER/ CONSORTIUMS ORGANIZATION AND EXPERIENCE
<b>FORM - 3</b>	COMMENTS AND SUGGESTIONS ON TERMS OF REFERENCE
<b>FORM - 4</b>	DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN
<b>FORM - 5</b>	TEAM COMPOSITION AND TASK ASSIGNMENT
<b>FORM - 6</b>	FORMAT OF CURRICULUM VITAE OF PROPOSED PROFESSIONAL STAFF
<b>FORM - 7</b>	STAFFING SCHEDULE





## **FORM-1. TECHNICAL PROPOSAL SUBMISSION FORM**

### **Technical Proposal Submission Form**

[Location, Date]

To: (Name and address of GoS and its representative)

**Dear Sir,**

We, the undersigned, offer to provide the \_(insert title of assignment)\_ in accordance with your Request for Proposal dated \_(insert date)\_ and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal sealed in one envelope.

We undertake, if our Proposal is accepted, to design, build, finance, operate, maintain and transfer a \_\_\_\_\_ under this assignment.

We also confirm that the Government of Sindh has not declared us, or any, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Project, and we are aware of the relevant provisions of the RFP.

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

We remain,

Yours sincerely,

Authorized Signature  
(In full and initials)

Name and Designation of Signatory  
Name of Firm  
Address





**FORM - 2. BIDDER/CONSORTIUMS ORGANIZATION AND EXPERIENCE**

---

**A – Bidder/Consortiums Organization**

[Provide here a brief description of the background and organization of your firm/ entity and each associate for this Project]





## **B - BUSINESS INFORMATION**

NOTE: There are three separate areas that require coverage under this form i.e. Business Experience in Manufacturing and Processing Plants, Business Experience in Fruits and Vegetables and Business Experience in Exports. If you feel the need to provide more information which will be relevant here, you may do so using the same format outlined below.

Using this format below, provide information about your firm / Consortium(s) organizations' experience which will be relevant to the requirements of this RFP. Please ensure that these are verifiable.

### **Business Experience: Manufacturing and Processing Plants**

Name of Organization:	
Manufacturers/ Processing : ( Business Activity)	
Details of Facility:	
Established Since:	
Number of staff:	
Number of Factory / Field staff:	
Capacity of Facility:	
Location:	
Approx. Sales in current year PKR:	
Average operational hours of factory per day:	
Amount of Capital Involved	







### Business Experience: Fruit and Vegetables

Name of Organization:	
Business Activity:	
Established Since	
Location & Size:	
Number of Management Staff	
Number of Working Staff	
Approx. current year Sales	
Amount of Capital Involved	

### Business Experience: Export

Name of Organization:	
Exporting Countries:	
Office/ Facility Location:	
Established Since:	
Current year Turnover:	





Number of Management Staff:	
Number of working Staff:	
Amount of Capital Involved	





### **FORM - 3. COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE**

---

On the Terms of Reference (TORs)

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

1.

2.

3.

4.

5.

:

:

:





#### **FORM - 4. DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN**

---

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

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

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





## FORM - 5. TEAM COMPOSITION AND TASK ASSIGNMENT

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





**FORM - 6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY  
INDIVIDUAL STAFF**

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

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

From [Year]:                      To [Year]:

Employer:





Position held:

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

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

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

Name of assignment or project:

Year:

Location:

PA:

Main project features:

Positions held:

Activities performed:

**14. Certification:**

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

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

Full name of authorized representative: \_\_\_\_\_







## FORM - 7 STAFFING SCHEDULE

**Months (in the Form of Bar Chart)**

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

Part Time:





## APPENDIX I - INTEGRITY PACT

### INTEGRITY PACT

#### DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS 10.00 MILLION OR MORE

**Contract No. Dated:**

**Contract Value:**

**Contract Title: Mango Processing Project**

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

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

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

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

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

Name of Buyer: ..... Name of Seller/Supplier: .....

Signature: ..... Signature: .....

[Seal] [Seal]





## APPENDIX II - NON-DISCLOSURE AGREEMENT

[To be printed on Company letterhead of the Bidder or, in case of the Consortium, the Lead Consortium Member]

### **STRICTLY PRIVATE & CONFIDENTIAL**

[Insert Date]

To:

**THE PROJECT MANAGER,**  
GOVERNMENT OF SINDH,  
Agriculture, Supply and Prices Department Sindh.  
Address: [insert address of the recipient here]

From:

M/s \_\_\_\_\_ [Insert legal name of Bidder]

\_\_\_\_\_ [Insert Address of Bidder],

(the **Bidder**)

### **CONFIDENTIALITY AGREEMENT**

Dear Sir

This letter sets out the terms and conditions governing disclosure and exchange of Confidential Information (including proprietary information) between the Government of Sindh (the **GoS**) and the Bidder whereby Bidder intends to explore the possibility of entering into a Concession Agreement for the design, build, finance, operate, maintain and transfer of the Mango Processing Project with its main target area ranging within Hyderabad, Mirpurkhas, and TandoAllahyar districts (the **Project**). This letter and such terms being referred to herein shall constitute this “**Agreement**”.

“**Confidential Information**” means all documents, software, reports, data, records, forms and other materials provided to the Bidder by the GoS or their advisors pursuant to this Agreement:

- that have been marked as confidential;
- whose confidential nature has been made known; or
- that due to their character and nature, a reasonable person under like circumstances would treat as confidential.
- "Confidential Information" shall not include information that:
  - is or becomes publicly known through no wrongful or unlawful act of Bidder;
  - is already in Bidder(s) possession prior to its disclosure by GoS;
  - is independently developed by Bidder without the benefit of confidential Information provided by GoS; or
  - is received by Bidder from a third party not known to GoS to be under any restriction or an obligation of confidentiality.





In consideration of being provided with the Confidential Information, Bidder hereby agrees with GoS on the following terms:

1. The Confidential Information will be used by Bidder solely to explore the possibility of entering into a Concession Agreement with the GoS for the Project (the **Stated Purpose**) and will be kept confidential and will not be disclosed, in whole or in part to any other person, except that the Confidential Information or portions thereof may be disclosed to those of the partners, directors, officers and employees (collectively, the **Representatives**) of Bidder who need to know such information for the Stated Purpose (it being understood that those Representatives will be informed of the confidential nature of the information.).
2. Bidder shall not be deemed to be in breach of this Agreement for any disclosure of Information in confidence to its professional advisers or insurers or as may be required by law or any regulatory authority or professional practice requirements.
3. This Agreement shall continue for three (3) years from the date of this Agreement unless and to the extent that GoS may release it in writing.
4. This Agreement shall be governed by and construed in accordance with the Pakistani law and both parties submit to the exclusive jurisdiction of the Pakistani courts.

Please indicate your acceptance of the terms of this Agreement by signing this Agreement in the space indicated at the end.

For & On behalf of  
[Insert Name of Bidder]

.....  
(Signature)

Name: [Insert name of Authorized Representative of Bidder or, in case of Consortium, of the of Authorized Representative of the Lead Member]  
Designation:

**WE HAVE READ THIS AGREEMENT FULLY AND CONFIRM OUR AGREEMENT WITH ITS TERMS.**

For and on behalf of  
GOVERNMENT OF SINDH

.....  
Name:.....  
Designation:  
Address:





### APPENDIX III- DECLARATION

We the undersigned return this RFP submission, the Proposal and its appendices, and acknowledge that we are bound by its content.

We confirm that we are fully conversant with the requirements of the GoS and the subject matter of the procurement exercise as set out in the RFP.

By submitting a Proposal, we represent and warrant to the GoS that our Proposal has been prepared, relies and has been submitted solely on investigations, examinations, knowledge, analyses, interpretation, information, opinions, conclusions, judgments, and assessments independently undertaken, formulated, obtained, and verified by us and our team members and not in any way upon any action or omission, the scope, timeliness, accuracy, completeness, relevance, or suitability of any Information. We further warrant that we understand all aspects of the RFP and its governing rules including but not limited to the evaluation criteria laid down in this RFP and that the same is in line with the Sindh Public Procurement Rules, 2010.

We warrant that the details of this submission in response to the RFP have not been communicated to any other person or adjusted in accordance with any agreement or arrangement with any other person or organization.

We warrant that all the information provided by us in response to this RFP is true to the best of our knowledge and is not misleading, false and/or forged. We understand that if any such information later transpires to be false, misleading and/or forged the GoS reserves the right to cancel the procurement process and encash the bid security or Construction Performance Security as the case may be provided by us in pursuit of this RFP.

We acknowledge that the GoS is not bound to proceed with the procurement exercise and reserves the right at its absolute discretion to accept or not accept any Proposal submitted and thereafter invite any Successful Bidder to enter into a Concession Agreement for the delivery of the Project.

We certify that we have full power and authority to submit this response to the RFP and that this is a bona fide submission in response to the RFP.

Signed for and on behalf of (Bidder/consortium member) \_\_\_\_\_

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Power of attorney attached: (YES/NO) \_\_\_\_\_

Date: \_\_\_\_\_

(Please return this declaration on your company's letter head.)





## APPENDIX IV – FORMAT FOR BID SECURITY

### Financial Bank Guarantee

To:

The Government of Sindh, [Insert Address] (the “Beneficiary”)

**Guarantee No:** \_\_\_\_\_ (the Guarantee)

**Date of Issue:** \_\_\_\_\_

**Date of Expiry:** \_\_\_\_\_

**Guarantee Amount:** \_\_\_\_\_

**Name of Guarantor:** \_\_\_\_\_

**Name of Principal:** \_\_\_\_\_

**Penal Sum of Security:** \_\_\_\_\_

We, [insertname of issuing bank]<sup>1</sup>, being the Guarantee issuing bank (the **Issuing Bank**) understand that the following party / parties have responded to the ‘Request for Proposal’ issued by the Government of Sindh, dated [insert date] in relation to the ‘Mango Processing Facility’ project (as amended and/or supplemented from time to time) (the **RFP**), by submitting their respective formal proposals / bids:

[Name of the Bidder], a [Insert legal status] existing under the laws of [Insert Country] having its [registered office OR place of business] located at [Insert address], (the **Bidder**, which expression includes its successors, assignees and transferees)

Further, We, the Issuing Bank, understand that pursuant to the RFP, the Bidder is required to provide the Government of Sindh (the **Beneficiary**), a bid security in the form of a bank guarantee equal to PKR [insert amount] and issued by a scheduled commercial bank operating in Pakistan (with a minimum credit rating of at least ‘AA-’ as rated by JCR VIS or an equivalent rating by PACRA).

The above premised, we (the **Issuing Bank**) hereby undertake irrevocably and unconditionally on demand to pay to the Beneficiary, without any notice, reference, recourse, evidence, document in support of the demand, the validity, proprietary or legality of the said demand to the Bidder or to any other entity or without any recourse or reference to the RFP or any other document, agreement, instrument or deed, any sum or sums (or any part thereof) equivalent in aggregate up to but not exceeding a maximum amount of: PKR [insert amount in figures]/- (Pakistani Rupees [insert amount in words]) (the **Guaranteed Amount**)

at sight and immediately, provided however not later than 1 business day from the date of receipt of the Beneficiary’s first written demand (the Demand) at the Issuing Bank’s offices located at [insert address] or through SWIFT instructions transmitted by the Beneficiary’s bank (i.e.), on behalf of the Beneficiary, to the Issuing Bank, such Demand referring to this Guarantee and stating the amounts demanded.







We, the Issuing Bank, shall unconditionally honour a Demand hereunder made in compliance with this Guarantee at sight and immediately on the date of receipt of your Demand, as stated earlier, and shall transfer the amount specified in the Demand to the bank account, as notified in the Demand, in immediately available and freely transferable funds in the currency of this Guarantee, free and clear of and without any set-off or deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.

This Guarantee shall come into force and shall become automatically effective upon the submission of the Proposal by the Guarantor to the Beneficiary in response to the RFP. After having come into force, this Guarantee and our obligations hereunder will expire on the earlier of:

- (i) Proposal Deadline + [12 months] (the Guarantee Original Expiry Date) provided that, in the event the Issuing Bank has receipt of the Demand on or immediately prior to the Guarantee Original Expiry Date, the Issuing Bank shall honour that Demand; or
- (ii) when the aggregate of all payments made by us under this Guarantee equals the Guaranteed Amount.

Upon expiry, this Guarantee shall be returned to the Guarantor in terms of the conditions stipulated under the RFP. Multiple Demands may be made by the Beneficiary under this Guarantee but our aggregate liability will be restricted up to the Guaranteed Amount.

We hereby agree that any amendment, renewal, extension, modification, compromise, release or discharge by mutual agreement by the Beneficiary, the Bidder or any other entity of any document, agreement, instrument or deed shall not in any way impair or affect our liabilities hereunder and maybe undertaken without notice to us and without the necessity for any additional endorsement, consent or guarantee by us.

This Guarantee for its validity period shall not be prejudiced or affected in any manner by any change in our constitution or of the Bidder's constitution or of their successors and assignees and this Guarantee shall be legally valid, enforceable and binding on each of their successors and permitted assignees.

All references to any contract, agreement, deed or other instruments or documents are by way of reference only and shall not affect our obligations to make payment under the terms of this Guarantee.

The Beneficiary may not assign / transfer or cause or permit to be assigned or transferred any of their rights, interests and benefits of this Guarantee without our prior written consent, which consent shall not be unreasonably withheld or delayed.

If one or more of the provisions of this Guarantee are held or found to be invalid, illegal, or unenforceable for any reason whatsoever, in any respect, any such invalidity, illegality, or unenforceability of any provision shall not affect the validity of the remaining provisions of this Guarantee.







We hereby declare and confirm that under our constitution and applicable laws and regulations, we have the necessary power and authority, and all necessary authorizations, approvals and consents thereunder to enter into, execute, deliver and perform the obligations we have undertaken under this Guarantee, which obligations are valid and legally binding on and enforceable against us under the Pakistani law and under the laws of the jurisdiction where this Guarantee is issued. Further, that the signatory(ies) to this Guarantee is/are our duly authorized officer(s) to execute this Guarantee.

This Guarantee and all rights and obligations arising from this Guarantee shall be governed and construed in all respects in accordance with the laws of Pakistan.

The courts of Pakistan shall have exclusive jurisdiction in respect of any dispute relating to any matter contained herein.

The issuance of this Guarantee is permitted according to the Pakistani law and the laws of the jurisdiction where this Guarantee is issued.

**Authorized signatory:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Authorized signatory:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_





## APPENDIX V - SITE LOCATION UNDERTAKING

*[To be printed on Company letterhead of the Bidder or, in case of the Consortium, the Lead Consortium Member]*

To:

**THE PROJECT MANAGER,**  
GOVERNMENT OF SINDH,  
Agriculture, Supply and Prices Department Sindh.  
Address: [insert address of the recipient here]

From:

M/s \_\_\_\_\_ *[Insert legal name of Bidder]*  
\_\_\_\_\_ *[Insert Address of Bidder]*,  
(the **Bidder**).

Project

We, **[insert name of consortium/bidder]**, do hereby understand, confirm, declare and undertake as follows:

1. That we have read and understood the terms of the RFP;
2. That we understand that the GoS has set certain requirements as to where the Project site needs to be located ("**Project Site Requirements**"):
  - i. The site for the project shall be on or within 100 meters of main Hyderabad-Mirpurkhas road with easy access.
  - ii. It has access to primary utilities;
  - iii. In case the bidder/consortium being successful, the bidder/consortium shall procure acquisition of the site with the approval of the GoS and shall provide all such documentation as required by the GoS for determination of the Concessionaires rights, title and interest;
  - iv. Free possession and undisputed ownership; and
  - v. Fit for large scale industrial construction.
3. That we undertake to adhere to the Project Site Requirements when conducting our own independent study for the acquisition of the land;
4. That we undertake not to make and/or allow any change in the Project Site Requirements;





5. That we shall provide the documents required under clause 2 (iii) to the GoS as soon as requested by the GoS;
6. That if we do not adhere to the Project Site Requirements the GoS has the right to treat this as a breach of this undertaking and the GoS shall be entitled to encash the Bid Security or Construction Performance Security as applicable.

For & On behalf of

[Insert Name of Bidder]

.....

(Signature)

Name: [Insert name of Authorized Representative of Bidder or, in case of Consortium, of the of Authorized Representative of the Lead Member]

Designation:





## APPENDIX VI – FORMAT FOR AFFIDAVIT

### AFFIDAVIT

I, \_\_\_\_\_, S/o \_\_\_\_\_, holding CNIC No. / Passport Number \_\_\_\_\_, R/o \_\_\_\_\_, do hereby solemnly affirm and state as under:

1. That I am the \_\_\_\_\_ of \_\_\_\_\_ (hereinafter the "Company"), and am well conversant with the affairs of the Company.
2. That the Company (is the Lead Member of the Consortium that) has submitted a bid in response to the Request for Proposal for the Mango Processing Project dated \_\_\_\_\_
3. That the Company (or in case of a consortium then all the members of the Consortium) is/are not black listed in the record of any of the government organizations/books and not barred by any law, contract or any litigation from becoming privy to such assignments/projects.
4. All the capitalized terms used herein, unless defined otherwise shall have the same meanings as assigned thereto in the Request For Proposal for the Mango Processing Project dated \_\_\_\_\_ .
5. That whatever stated above is true and correct to the best of my knowledge and belief and nothing has been concealed thereof.

Given these presents duly executed at Karachi on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

DEPONENT

Signature \_\_\_\_\_

Name: \_\_\_\_\_

CNIC No / Passport No.: \_\_\_\_\_





## **APPENDIX VII – FINANCIAL INFORMATION REQUIRED FROM BIDDER(S)**

The minimum financial information the GOS requires each Bidder to submit, in its Second Stage Proposal as a mandatory requirement, is as under:

### **Project Cost:**

A breakdown of the Project Cost (including any hard and soft cost) in the form of Work Breakdown Structure (“WBS”), covering the scope of work as mentioned in the RFP.

### **Total Project Cost:**

Total Project Cost (“TPC”) shall be given as part of Financial Proposal. TPC should also include the Interest during Construction Period (“IDC”) component in case of debt financing.

Financing Structure:

Total amount of loan(s) to finance the Project; including type, sources, term, grace period, interest and any other relevant factors.

- i. The total amount of Bidder(s) equity to be committed to finance the Project. GoS requires each Bidder to commit equity financing minimum of thirty percent (30%) of the total project cost. Bidders proposing less than the minimum equity shall be declared non-responsive.
- ii. Month wise allocation of funds during the construction period and their sources;
- iii. Minimum amount of government support, if any, required by the Bidder from GoS, in terms of Net Present Value with a discount rate of 7%.

### **Financial Model:**

The Bidder(s) are required to prepare detailed Bidder’s Financial Model and provide a soft copy on Microsoft Excel format (Worksheets should be unprotected). The detailed Bidder’s Financial Model will include, but not limited to, the following:

- i. Projected Revenues Worksheet. (see explanation below)
- ii. Projected Operational Expenditure Worksheet.
- iii. Projected Capital Expenditure Worksheet.
- iv. Monthly Projected Cash Flow Statement.
- v. Monthly Projected Balance Sheet.
- vi. Monthly Projected Profit & Loss Statement.





- vii. Monthly Return on Investment Analysis.
- viii. Bidders are required to express all financial calculations in Pakistan Rupees.
- ix. Government Support, if asked, may clearly be reflected in the Financial Model.

### Explanation for Project Revenue Worksheet

#### 1- Service Mix

Concessioner shall dedicate 30% of its facility to the Common Users. GOS envisaged that initially 15% will be dedicated to common users during debt servicing period which will subsequently increase to 30% until the end of concession period.

#### 2- Processing Volume Estimation

Volume estimation should be based on demand analysis conducted by the Bidder, however following methodology should be adopted in order to estimate the processing volumes at this stage:

- a) Maximum capacity of the unit Installed (T/H) X Time Per session in hours (TPS) X Total Sessions per day (SPD) X Facility Utilization Level % (FL%) X Commercial Customers (COL%) = Total Volume Processed for commercial Users / day.

*Example; 5 (T/H) X 1 (TPS) X 16 (SPD) X 50% (FL%) X 70% (CL%) = 28 tones / day*

- b) Maximum capacity of the unit installed (T/H) X Time Per session (TPS) X Total Sessions per day (SPD) X Facility Utilization Level (FL%) X Common Customers (COM%) = Total Volume Processed for Common Users / day.

*Example; 5 (T/H) X 1 (TPS) X 16 (SPD) X 50% (FL%) X 30% (CM%) = 12 tones / day*

#### 3- Charge Rates Computation

- a) Indicative Base case Charge Rates for all the products and categories are mentioned below for reference;





### Intent(s) of bank(s) / financial institution(s) for project debt financing support.

It should be clearly understood that all the above documents, especially the proposed/projected financial model, are sought, inter alia, for the purposes of evaluation only and mere submission does not amount to acceptance by GOS of the data, projections or analysis in any way whatsoever.

Fresh Fruits Processing Charges	
Product	Rates
Mango HWT	18 Rs. / KG
Mango VHT	67 Rs. / KG
Banana	2 Rs. / KG
Value Added Processing Charges (e.g. Pulps / Purees)	
Product	Rates
Mango	25 Rs. / KG
Guava	25 Rs. / KG
Cold Storage Rental Charges	
Product	Rates
CS Store	2 Rs. / KG / Month with Stock turnover of 2 times/month

Key Project Timelines			
	Construction Start Date	Date	1-Jun-17
	Construction Period	Months	12
	Commercial Operations Date	Date	1-Jun-18
	Operational Period	Years	20
	Concession End Date	Date	31-May-38
Financing Assumptions			
	Loan Tenure	Years	6
	Grace Period During Construction	Years	1
	Loan Repayment Period	Years	5
	Kibor*	Fixed %	8.00%
	Spread	Fixed %	3.00%
	Repayment Frequency		Quarterly
*For the purpose of computation keep Kibor constant @ 8%			
Macro-Economic Assumptions			
	General Inflation	% / Yr.	6.00%
	Payroll Inflation	% / Yr.	10.00%
	Revenue Inflation	% / Yr.	6.00%
	Corporate Tax	%	32.00%
	Turnover Tax	%	1.00%
	Insurance During Construction	% on EPC Cost	1.00%
	Discount Rate for PV Computation	%	7.00%







## SUMMARY OF FINANCIAL MODEL (Appendix VII - A)

### 1- Key Financial Indicators

Year (after Project completion)	1	2	...	20
Gross Revenue				
Debt - Principal Payment				
Debt - Interest				
Operations; and Maintenance costs				
Taxes				
Net Profit After Taxes				
Debt Support from GOS ((in PV terms based on the nominal discount rate of				

### 2. Project Cost Breakup

Item	Total
Construction cost including taxes	In PKR
Engineering/design costs	In PKR
Interest During Construction cost	In PKR
Insurance Cost (PKR)	In PKR
Other project costs	In PKR
Total cost before contingency)	In PKR
Contingency	In PKR
<b>Project Cost</b>	<b>In PKR</b>





### 3. Capital Structure

Total Project Cost		
Bidder Equity (min 30%)	In %	In PKR
GOS Equity (Max 20%)	In %	In PKR
Debt	In %	In PKR

### 5. Return

Equity IRR %	In %
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Signature of Authorized Signatory

Name and Title of Signatory:

Name of Firm:

Address:

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## **APPENDIX VIII - TECHNICAL SPECIFICATIONS PERTAINING TO THE PROJECT FACILITIES**

Technical specifications of the Project are expected to be as follows:

### **1. Washing/ Grading Plant for Fresh Fruit**

#### **a) Supplier's Qualifications**

- i) Should have provided equipment and services for a minimum of 3 plants of a similar capacity range currently in operation.
- ii) Should be a company, based in a country of the European Union/UK or in Japan or equivalent, registered with the concerned governmental organization and tax authorities in his own country, and a member of the chamber of commerce as applicable.
- iii) Should possess a well equipped fabrication facility and qualified staff for installation and backup.
- iv) Should not have been engaged in litigation in Pakistan.
- v) Should be ISO certified.

#### **b) Equipment Specifications**

- i) Capacity should be based on a minimum 5 tons/ hour of mango, with the capability of also grading apple.
- ii) Design of plant and materials of construction should comply with standards of European Union/European Commission/UK or equivalent.
- iii) Materials of construction of the equipment should comprise SS 304/ Aluminum/ food grade plastic belts/ anti-static belts as required for the specific application.





- iv) The complete line should be offered, beginning with the receiving water tank for fresh fruit, and concluding with the conveyers for packed boxes.
- v) The sizer should be 2 lane, sorting 16 fruit sizes, with capability for sorting fruit depending on but not limited to weight/ colour/ shape coefficient/ diameter. Device should be provided for measuring internal brix. PC's should be included, with printers/ remote control software. Optional waxer/ dryer for apples should be quoted.

## 2. Hot Water Treatment Plant

### a) **Supplier's Qualifications**

- i) Should have provided equipment and services for a minimum of 3 plants of a similar capacity range currently in operation.
- ii) Should be a company, registered with the concerned governmental organization and tax authorities in his own country, and a member of the chamber of commerce as applicable.
- iii) Should possess a well equipped fabrication facility and qualified staff for installation and backup.
- iv) Should not have been engaged in litigation in Pakistan.
- v) Should be ISO certified.

### b) **Equipment Specifications**

- i) Capacity should be a minimum 5 tons/ hour of mango, maintained at 48 o C +/- 10 o C, for 60 minutes, with variable/ adjustable speed.





ii) Design of plant and materials of construction should comply with standards of Department of Plant Protection, Government of Pakistan.

iii) The complete line should include:

-feeding system with SS 304 elevator;

-sorting conveyer in SS 304;

-washing tank with all accessories, including steam heating/ electrical heating for regulation of temperature/ temperature control, display and recording;

-all pumps as required, filtration unit, foam dryer, fungicide dip tank, drying unit;

-collection table;

-water preheating system;

-all other required items as needed to complete the plant.

### 3. Vapour Heat Treatment Plant

#### a) **Supplier's Qualifications**

- i. Should have provided equipment and services for a minimum of 3 plants of similar capacity range currently in operation.
- ii. Should be a company, based in Japan, registered with the concerned governmental organization and tax authorities in its own country, and a member of the chamber of commerce as applicable or equivalent.





- iii. Should possess a well equipped fabrication facility and qualified staff for installation and backup.
- iv. Should not have been engaged in litigation in Pakistan.
- v. Should be ISO certified.

#### **b) Equipment Specifications**

- i) Capacity should be based on a minimum batch of 3 tons of mango, based on an agreed size/ shape/ individual weight.
- ii) The ambient temperature allowable should be in the range + 10 o C to + 55 o C, and humidity range should be 55% to 95% RH.
- iii) Design and technology should be acceptable to the Department of Plant Protection, Government of Pakistan, and to the department responsible of the Government of Japan.
- iv) Should have programmable start up method, automatic set up method.
- v) The offered line should be complete, beginning with the feed to the main unit, and terminating with the unloading from the main unit. Should include all necessary items such as air conditioning, control unit, safety and security units, and standard accessories such as containers/ palettes/ standard thermometers and temperature sensors/ pulp sensors/ carriage/ others.
- vi) Frame/ doors/ conveyers/ dampers/ heater/ humidifier tank/ and all parts susceptible to corrosion should be in stainless steel, with grade to be specified in the offer.
- vii) Complete control unit to be included, with state of the art hardware and software.
- viii) Fruit protection/ safety/ security capability to be included.





- ix) Graphic display for control and record keeping, inclusive of all necessary computers and instrumentation.
- x) All other items needed for a complete production unit, within the standard scope of supply for such projects.

#### 4. Pulp Plant

##### a) **Supplier's Qualifications**

- i) Should have provided equipment and services for a minimum of 3 plants of similar capacity range currently in operation.
- ii) Should be a company, based in Europe or equivalent, registered with the concerned governmental organization and tax authorities in its own country, and a member of the chamber of commerce as applicable.
- iii) All equipment items and key components should be from within the European Union/UK or equivalent.
- iv) Should possess a well equipped fabrication facility and qualified staff for installation and backup.
- v) Should not have been engaged in litigation in Pakistan.
- vi) Should be ISO certified.

##### b) **Equipment Specifications**

- i) Capacity should be based on a minimum fruit input of 10 tons/ hour of mango, to produce 6 tons/hour aseptically packed mango pulp/ puree, with matching capacities for guava/ apple processing.







- ii) The offered line should be complete, beginning with the feed to the main unit, and terminating with the packing of the product in aseptic bags in drums. It should include all necessary items such as CIP, safety and security units, and standard accessories such as laboratory for quality control and microbiology. Design and technology should be acceptable in the international market for mango puree.
- iii) Detailed description of technology on which the various sections including washing/ sorting, extraction, refining, cooking, aseptic sections are based should be given.
- iv) All components and equipment items in the offered line should be in stainless steel 304, and the equipment in the aseptic section in contact with the product should be in SS 316. Where plastic materials are required, such as conveyers etc, food grade should be ensured.
- v) PLC control should be included for the complete line, with touch screen control panel, while for the individual equipment the supplier should specify the control systems included.
- vi) The offered line should be complete, beginning with the feed to the main unit, and terminating with the packing of the product in aseptic bags in drums. It should include all necessary items such as CIP, safety and security units, and standard accessories such as laboratory for quality control and microbiology.
- vii) Structure/ frame/ tanks/ and all parts susceptible to corrosion should be in stainless steel, with grade to be specified in the offer.
- viii) Graphic display for control and record keeping, inclusive of all necessary computers and instrumentation.
- ix) All other items needed for a complete production unit, within the standard scope of supply for such projects.





## 5. Utilities Equipment

### a) **Supplier's Qualifications**

- i) Should have provided similar equipment and services for a minimum of 3 projects currently in operation.
- ii) Should be a company, based in Pakistan/ Europe/ Japan/ China or equivalent, registered with the concerned governmental organization and tax authorities in its own country, and a member of the chamber of commerce as applicable.
- iii) All equipment items and key components should be from recognized suppliers.
- iv) Should possess own well equipped fabrication facility and qualified staff for installation and backup.
- v) Should not have been engaged in litigation in Pakistan with a government organization.
- vi) Should be ISO certified.

### b) **Equipment Specifications**

- i) Standby generator, 2 nos., 500 kW each, based on fuel oil;
- ii) electrical distribution equipment, including transformer/ switchgear/ PF improvement plant/ panels/ cables & cable trays/ factory, to serve the load which will be specified for each plant after the signing of contracts;
- iv) water treatment plant, 20 m<sup>3</sup>/ h, to be specified after selection of site and availability of water analysis





- v) cooling tower, with packing/ fans, piping and 2 nos. pumps, to cool from 42 o C to 32 o C, capacity 50 m<sup>3</sup>/ h, with SS 304 pump impeller, Siemens motor;
- vi) boiler, 2 nos., capacity 3 tons/ h each, 8 bar pressure, dual firing gas/ fuel oil, with resin columns, and complete with piping and instrumentation with safety provisions.

## 6. Cold Storage Section

### a) **Supplier's Qualifications**

- i) Should have provided equipment and services for a minimum of 3 installations of similar capacity range currently in operation of a similar capacity range currently in operation.
- ii) Should be a company, based in Pakistan/ Europe/ Japan/ China/ Gulf countries/ Iran or equivalent, registered with the concerned governmental organization and tax authorities in its own country, and a member of the chamber of commerce as applicable.
- iii) Should have arrangements for supply of all key equipment items and components such as compressors/ evaporators/ condensers/ instrumentation from within the European Union/ Japan/UK or equivalent.
- iv) Should possess a well equipped fabrication facility and qualified staff for installation and backup.
- v) Should not have been engaged in litigation with a government department in Pakistan.
- vi) Should be ISO certified.





## b) Equipment Specifications

- i) The section should consist of the following 3 independent parts:
  - a cool store for purees packed in aseptic bags held in 220 litre drums, 1,000 tons product holding capacity, stackable in 3 layers;
  - a cold store for apples & fresh mango at 4 o C & 12 o C respectively, minimum 1000 tons capacity, with racking for placing of cartons;
  - an ante room with condensing unit and evaporator.
- ii) Freon should be used as the refrigerant, of acceptable grade, in accordance with current standards for ozone layer protection.
- iii) PU insulation should be provided, for panels and flooring, and thickness should be stated in each case. Fittings for installation should be included.
- iv) Sliding doors of international standards should be provided, with all fittings, and motorized roller shutter doors for the loading area.
- v) Product incoming temperature for the purees cool store should be taken as 20 to 25 o C, and temperature range to be maintained should be + 4 to + 8 o C.
- vi) Product incoming temperature for the fruit cold store should be taken as 20 to 25 o C, and temperature range to be maintained should be + 4 to + 12 o C.
- vii) Complete accessories should be provided for the cool & cold rooms, in keeping with international standards.





- viii) For the refrigeration units, all necessary refrigerant/ piping/ wiring/ control panels, etc, should be provided

## 7. Ripening Chamber

### a) **Supplier's Qualifications**

- i) Should have provided equipment and services for a minimum of 3 installations of a similar capacity range currently in operation.
- ii) Should be a company, based in Pakistan/ Europe/ Japan/ China/ Gulf countries/ Iran or equivalent, registered with the concerned governmental organization and tax authorities in its own country, and a member of the chamber of commerce as applicable.
- iii) Should have arrangements for supply of all key equipment items and components such as ethylene generators/ compressor/ axial fan/ instrumentation from within the European Union/USA/Japan/China/UK or equivalent.
- iv) Should possess a well equipped fabrication facility and qualified staff for installation and backup.
- v) Should not have been engaged in litigation with a government department in Pakistan.
- vi) Should be ISO certified.

### b) **Equipment Specifications**





- i) The installation should include a blast chiller to cool 5 tons/ h of mangoes from 25 o C to 12 o C.
- ii) 2 nos. ripening chambers, 10 tons capacity of product each, product maintained at 20 o C.C. Ambient temperature will be 48 o C.
- iii) PU complying with Europe standards should be used for sandwich panel and floor insulation.
- iv) Insulated sliding doors meeting international standards should be provided where required.
- v) Forced air circulation system with high speed blower fitted with Siemens motor/ all required instrumentation/ electronic accessories of international standards should be included.
- vi) Air cooled condensing units with EU origin or equivalent compressors/ compressors/ all instrumentation/ accessories/ electronic control and protective devices should be included as required.
- vii) Humidification unit of international standards should be included.
- viii) Ethylene gas monitor and data logging devices of EU/ US/ Japan origin should be included.
- ix) All materials integral to the equipment as needed for installation and fitting should be included.

## 8. Laboratory for Quality Control & Microbiology

### a) **Supplier's Qualifications**

- i) Should have provided equipment and services for a minimum of 3 installations of similar capacity range currently in operation of a similar capacity range currently in operation.





- ii) Should be a company, based in Pakistan/ Europe/ Japan/ China/ Gulf countries/ Iran or equivalent, registered with the concerned governmental organization and tax authorities in its own country, and a member of the chamber of commerce as applicable.
- iii) A local establishment in Pakistan for provision of back up services is required.
- iv) Should have arrangements for supply of all key equipment items, instruments and components from within the European Union/ USA/Japan/UK or equivalent.
- v) Should not have been engaged in litigation with a government department in Pakistan.
- vi) Should be ISO certified.

#### **b) Equipment/ Instrumentation Specifications**

The following is a complete list of items required for fully equipped laboratories for quality control and microbiology.







### i) Quality Control

\	DIGITAL BENCH REFRACTOMETER SCALE 0-50% DIV. 0,1% Brix
01	PORTABLE OPTICAL REFRACTOMETER SCALE 0-80%, resolution 0,5% Brix
01	PORTABLE OPTICAL REFRACTOMETER SCALE 0-32%, resolution 0,2% Brix
01	DIGITAL PORTABLE REFRACTOMETER SCALE 0 – 52 % resolution 0,2% Brix
01	BENCH TOP PH-METER EQUIPPED WITH TEMPERATURE MEASURING PROBE, ELECTRODE AND CALIBRATION SOLUTIONS 4.01 AND 7.00
01	PORTABLE PH-METER EQUIPPED WITH TEMPERATURE MEASURING PROBE, ELECTRODE AND CALIBRATION SOLUTIONS 4.01 AND 7.00
01	BOSTWICK CONSISTOMETER L=23cm div. 0,5 cm
01	BINOCULAR MICROSCOPE FOR MOULDS COUNTING (HOWARD METHOD)
02	HOWARD KIT COMPLETE
01	AUTOMATIC TITRATOR (acidity and salt NaCl determination)
01	HOTPLATE MAGNETIC STRIRrer
02	GLASS PELLET BURETTES Yellow/ white GLASS
01	WATER STILL UNIT cap.4 liters/hour
01	DIGITAL THERMOMETER COMPLETE OF IMMERSION PROBE
01	ANALYTICAL ELECTRONIC BALANCE WEIGHING RANGE 0- 220 g. READABILITY 0,1 mg.
01	TECHNICAL ELECTRONIC BALANCE WEIGHING RANGE 0- 3000 g. DIV. 0,1 gr.
02	BOTTLE TOP DISPENSER 0-10 ML
01	DRY OVEN TEMP. RANGE BETWEEN +5°C TEMP.ROOM and +220°C CAP. 30 lt
01	VACUUM OVEN cap. 40 Lts. COMPLETE WITH VACUUM PUMP
01	GLASS DESSICATOR diam.200 mm complete
01	LABORATORY MIXER
01	UV-VIS SPECTROPHOTOMETER single-beam 200 – 1000 nm COMPLETE WITH: 04 SELECTABLE VOLUME PIPETTE 02 QUARTZ CUVETTES 10 mm p.o.
01	SET OF ENZYMATIC KIT ( D+L LACTIC ACID, SUGARS, citric and isocitric acid )
01	COLORIMETER for fruit puree and concentrate Complete set of calibration & diagnostic tiles , glass sample cups , Sample cup opaque cover
01	SET OF REAGENTS
01	SET OF GLASSWARE, PLASTIC AND PINCERS
01	DIGITAL VISCOMETER complete with stand and accessories





01	THERMOWELDER	
01	REFRIGERATION SAMPLE WATER BATH	
01	LABORATORY REFRIGERATOR	
	ii) Microbiology Laboratory	
	LAMINAR VERTICAL AIR FLOW CABINET COMPLETE WITH UV-LAMP	
	LABORATORY BENCH AUTOCLAVE cap.23 lts with DIGITAL CONTROL COMPLETE WITH STAINLESS-STEEL BASKET AND BUILT-IN PRINTER	
	BACTERIOLOGICAL INCUBATOR cap. 50 lts	
	BACTERIOLOGICAL INCUBATOR cap. 200 lts	
	REFRIGERATED INCUBATORcap. 120 lts	
	THERMOSTATIC WATER BATH cap.12 lts	
	STIRRER for TEST TUBE	
	MICROBIOLOGICAL BINOCULAR MICROSCOPE	
	COLONY COUNTER	
	ANAEROBIC JAR 2,5 lts.	
	TECHNICAL BALANCE WEIGHING RANGE 0-4000 gr. Div. 0,01 gr	
	PIPET FILLER BATTERY OPERATED	
	SET OF CONSUMABLE, DISPOSABLE COLTURE MEDIA	
	iii) Laboratory Furniture: these items may be procured separately from individual suppliers.	
	LABORATORY dim. Approx. 12x6 mt ( 2 rooms : Quality control lab.6x6 mt ; microbiology lab dim. 6x4 mt)	
	15 mt/L WALL BENCH cm 180x80x90(h) LAMINATE TOP COMPLETE WITH CUPBOARD AND UTILITIES	
	02 SINK UNIT cm 120x80x90(h) COMPLETE WITH UTILITIES	
	01 CENTRAL BENCH cm 180x155x90(h) LAMINATE TOP COMPLETE WITH CUPBOARD, UTILITIES AND SINK UNIT	
	02 GLASSWARE CUPBOARD	
	01 DESK with drawer and armchair	
	04 LABORATORY STOOL	
	01 EMERGENCY SHOWER with EYES CLEANER	





## ANNEXURE 1 - CONCESSION AGREEMENT

