

REQUEST FOR PROPOSALS

FOR

TRANSACTION ADVISORY SERVICES

FOR

DEVELOPMENT OF

Centre of Liver Disease and Transplant

AT

Pakistan Institute of Medical Sciences (PIMS)

ISLAMABAD

November 14, 2009

Letter of Invitation

Dear Sir,

1. Introduction

1.1 The Infrastructure Project Development Facility (“IPDF”), a company established under section 42 of the Companies Ordinance, 1984 and Pakistan Institute Of Medical Sciences / Ministry of Health (“PIMS / MOH”), hereby invite submission of proposals for building Centre For Liver Disease and Transplant at PIMS premises, Islamabad under the Public Private Partnership (“PPP”) modality (“the Project”). Your proposal could form the basis for future negotiations and ultimately an agreement between PIMS / MOH/IPDF and your firm.

1.2 Qualified consultants having work experience in transaction advisory, preferably doing BOT projects will be required to structure the Project and bring in a qualified investor / contractor (“the Assignment”).

1.3 A brief description of the Services (“Services”) is set out in the Terms of Reference (“TOR”) attached as Annex-1.

1.4 The Services shall be carried out in accordance with the TOR. The continuation of Services shall be subject to satisfactory performance of the Advisor, as determined by PIMS / MOH/IPDF (“Client”).

1.5 Reference to ‘the Advisor’ includes the entire advisory team, or relevant members, under management of a single lead Advisor who shall contract with the PIMS / MOH/IPDF.

1.6 Please note that (i) the costs of preparing the proposal/offer as well as of negotiating the contract, including any visits, are not reimbursable; and (ii) PIMS / MOH/IPDF is not bound to accept any of the proposals or offers submitted.

2. Technical & Financial Proposals

Technical Proposal

In order to achieve the objectives of the Assignment, the Advisor will be expected to take complete responsibility for all the activities identified in the attached TOR. The Advisor will inter-alia, conduct legal, technical and financial due diligence, survey, and preparation of a feasibility study

to determine the best mode of implementing the Project under the PPP modality and assist in all other activities ancillary and incidental leading to the closure of the Project.

The Technical Proposal should contain inter alia; a complete description and explanation of the proposed methodology for the Assignment (work plan), time-line, staffing, names and qualifications of allocated personnel and any other resources that the Advisor will make available to execute the Assignment and achieve the objective. The Technical Proposal should be prepared using the format attached in Annex-3 and submitted as per the procedure described in Annex-2. You must submit comprehensive information and data in support of the criteria defined in Annex-2.

Financial Proposal

The Financial Proposal should stipulate the fees for the Assignment and be prepared using the format attached as Annex-3, and submitted as per the procedure described in Annex-2.

The Client will not be responsible for any tax or insurance liability arising out of the performance of the Services for the Assignment.

All fee and costs are to be expressed in Pakistan Rupees only.

The Technical and Financial Proposals shall be evaluated by IPDF in terms of the criteria described in Annex-2. Any Financial or Technical Proposal not in strict conformity with the format attached in Annex-3 will be disqualified.

3. Negotiations

Contract negotiations shall be carried out in terms of the criteria given in Annex-2 and based on the Draft Advisory Services Agreement (“ASA”) attached as Annex-4.

4. Clarifications

Should you require clarification on any of the terms contained in this RFP or the Annexes attached hereto, please contact Mr. Shahnawaz Mehmood, Head Projects, IPDF. In the interest of fairness, any clarifications issued shall be posted on PIMS / MOH/IPDF’s website.

5. Other Terms

This RFP and the Attachments hereto are subject to the overriding Conditions set out in Annex-5.

6. **PPP Framework**

The PPP Policy, Feasibility Guidelines, Procurement Guidelines and Standardized Public Private Partnership Provisions under which the Project is to be implemented is available on the IPDF website at www.ipdf.gov.pk

Yours sincerely,

Adil Anwar
Chief Executive Officer

Attachments:

- Annex-1: Terms of Reference
- Annex-2: Procedures for Submission & Evaluation of Proposals
- Annex-3: Format for Submission of Proposals
- Annex-4: Draft Advisory Services Agreement
- Annex-5: Conditions

TERMS OF REFERENCE
FOR PROVIDING ADVISORY SERVICES
FOR
DEVELOPMENT OF Centre of Liver Disease and Transplant
AT
Pakistan Institute of Medical Sciences (PIMS)
ISLAMABAD
UNDER
PUBLIC PRIVATE PARTNERSHIP

TERMS OF REFERENCE

1. Introduction

The Ministry of Health proposes the construction of a dedicated facility to be located on the Pakistan Institute of Medical Sciences (PIMS) premises.

The project primarily aims at establishing a viable and sustainable liver transplant program that meets international standards. The center is proposed to cover all areas of management of liver diseases. This will include but is not limited to:

- liver related open and minimally invasive surgical procedures for cancers
- Complex disorders of liver, gall bladder and pancreas,
- Liver related diagnostic and therapeutic endoscopy,
- Diagnostic and interventional radiology and
- laboratory testing facilities

PIMS / MOH Centre of Liver Disease and Transplant Islamabad

It is envisaged that CLOT would be built under the Public-Private Partnership modality with the private party given a concession to operate the facility on a revenue sharing formula. Infrastructure Project Development Facility (IPDF) is assisting PIMS / MOH in structuring CLOT as a Public Private Partnership (PPP).

Objective

The Transaction Advisory team (consisting of financial, legal and technical expertise) will help the PIMS / MOH in structuring the best PPP option. The best option will be one that provides 'value for money' to the PIMS / MOH, is affordable to the users and can be implemented with ease. The project will be conceived in a manner whereby the private sector will be responsible for Designing (based on the concept developed by PIMS / MOH), Financing, Building, Operating, and Maintaining the Building. At the end of the contract period (that will be long enough for the private party to recover costs) the building would revert back to the PIMS / MOH. The ownership of Centre of Liver Disease and Transplant will always remain with the PIMS / MOH; however its development and operational rights will be given to the private party for a prescribed period.

2. Scope of Work

These Terms of Reference invite proposals from a team of suitably qualified and experienced financial, technical, and legal advisors. The scope of work is divided in the following two phases:

- **Phase 1:** Undertake a feasibility study, which builds on the preparatory work / due-diligence conducted on the Project to date, and recommends optimal solution options / structures for the Project after careful review and in depth investigation of various solution options / structures.
- **Phase 2:** Provide advisory Services for appropriate procurement of a qualified operator, reflective of the recommended structure.

The first phase will essentially consist of transaction structuring. In this phase, various options with respect to the public and private sector co-operation will be investigated taking into consideration the views of the various stake holders and the particular dynamics and resource requirements of Corporate Complex. At the end of this phase, the Advisor will provide the Financial Model along with a Feasibility Study setting out the rationale and details on the best-suited options along with the recommended structure.

The second phase will start after assessment of the report and the approval of the final transaction structure by the stakeholders and especially the PIMS / MOH. After requisite approvals are in place, the Advisor will assist IPDF / PIMS / MOH in marketing of the Project, and interfacing and coordinating with the potential investors. The second phase will also entail assisting IPDF and the PIMS / MOH in preparing documentation for competitive bidding, arranging any pre-bid meetings, finalization of documentation, and bidding and closing of the Project. The Scope of Work includes:

3. Phase 1 - Transaction Structuring: (Activities and Deliverables)

Task 3.1: Kick-off/Preliminary Meeting

Within two weeks of the award of the Assignment, the Advisor will conduct a kick-off meeting with IPDF and the PIMS / MOH. The objective of this meeting will be to apprise IPDF and the PIMS / MOH of the complete plan of activities proposed by the Advisor. Specifically this meeting will cover the following:

- Review of the PIMS / MOH design concept and requirements for the Project
- Review of timetable of activities / milestones going forward
- Review of the team organization and detailed functions of the team members
- Discussion and finalization of a communication strategy whereby all stakeholders will be regularly involved and consulted throughout the assignment.
- Any specific issue requiring immediate attention of IPDF and/or the PIMS / MOH

Under no circumstances will the object be to re-define the scope of work committed in the Advisory Services Agreement.

Deliverables:

- a. Detailed methodology and time schedule for the said consultancy assignment.
- b. A communication strategy.
- c. Progress report to date.
- d. A brief report on the Identification of key issues relevant from the investor's perspective and/or issues that might affect investor interest in the Project, which will also contain recommendations with respect to mitigation of investor concerns on such issues.

Timeframe: 2 weeks from signing of Transaction Advisory Services Agreement

Task 3.2: Review of Relevant Information

This stage is required for the Transaction Advisor to become familiar with all the similar facilities that have been set up in South Asia and globally. The Transaction Advisor will also become acquainted with the expected scope of the CLOT project. During this stage the Transaction Advisor will be expected to liaise closely with the PIMS / MOH and visit the site. The Transaction Advisor will also research and summarize the overall global experience in similar projects and lessons learnt for Pakistan.

The Transaction Advisor will conduct due diligence and collect information regarding the site and the project.

Task 3.3: Needs and Options Analysis

The Project is planned to be implemented under the Public Private Partnership (PPP) mode using BOT. Various options, with respect to the public and private sector participation are possible under any PPP initiative, which will be investigated in this section of the Assignment, taking into consideration the particular dynamics and resource requirements of the CLOT Facility, to come up with the possible solutions / options under which partnership could be possible. The possible solutions / options will be further refined in view of the aspirations of the private parties, constraints and resources of the PIMS / MOH. Views will be taken on the final few options from the different stakeholders involved before recommending the best suited structure for the Project implementation, which would be attractive to the private parties and fulfills the requirements of the Project.

Along with needs and options assessment, the Advisor will develop a detailed Financial Model for the Project for Value Assessment, based on the parameters / findings of the studies undertaken to date as well as input from the concerned PIMS / MOH. The Financial Models will be based on dynamic links, so as to cater to the full range of transaction structures and options, possible. The model will identify the underlying assumptions on which the future projections are based on, with integrated associations. The Financial Model will result in the assessment of the financial viability of the Project under different structures and options as well as identification of the key parameters / critical risk factors. The Financial Model will serve as an effective tool in analyzing the sustainability of the Project, on a stand-alone basis, and to assess the manner in which support would be required from the PIMS / MOH.

The project options analysis should also address the design parameters that would also be incorporated in the financial model keeping in view the best industry practices relating to hospital and healthcare facilities especially in the context of earth quake resistant structures and in compliance with all relevant building and zoning regulations.

The project should not be viewed merely as a building project but a medical service delivery project over the life of the concession period. Accordingly it should incorporate the concept of whole life costing in line with the envisaged service levels associated with CLOT facility.

Deliverable:

- a) Presentation of a report clearly identifying and evaluating the best-suited options along with the recommended structure;
- b) A report specifying the outputs required to deliver the service, minimum standards for the outputs and key indicators that will measure performance should be provided;
- c) An Excel based financial model, representing the full costs of delivering the project, as well as risks associated with the project according to the specified output via the preferred solution option.

The Financial Model must be robust and flexible enough to test various solution options. The model must instill integrity in the financial robustness of the Project by clearly demonstrating viability and affordability under the recommended transaction structure.

Timeframe: 6 weeks from signing of Transaction Advisory Services Agreement.

Task 3.4: Preparation of Feasibility Study

The Transaction Advisor will be required to produce a comprehensive Feasibility Study, which thoroughly investigates the preferred implementation options, identified above and finalizes transaction structure. The Feasibility Study must enable the PIMS / MOH / IPDF to determine:

- Full project cycle costs
- Affordability in terms of budget and consumer prices
- Service levels
- Risks and their costs

The Feasibility Study clearly needs to demonstrate affordability for the full project life cycle and propose the optimal solution for the PIMS / MOH to achieve its desired outcomes.

The optimal solution option and the recommended structure must be genuinely reflective of the constraints and concerns of all the key stake-holders involved.

Deliverable:

- a. Complete Feasibility Study, inclusive of the Financial Model reflecting optimal design parameters;
- b. A report on Payment and Penalty mechanism;
- c. A conceptual design of the complex;
- d. A presentation to IPDF and PIMS / MOH on the findings to date, and assistance in selection/approval of the appropriate transaction structure.

Timeframe: 8 weeks from signing of Transaction Advisory Services Agreement.

4. Phase 2 - Transaction Implementation (Activities and Deliverables)

Task 4.1: Development of the Draft Concession Agreement

The consultant will develop the draft of the Concession Agreement for the implementation of the Project, based on BOT framework and the concession agreements already available for similar projects / initiatives. Specific requirements of this particular Project and the recommended transaction structure and framework will be reflective in the provisions of the Draft Concession Agreement. The concession Agreement should include the outputs required in terms of service delivery i.e. Service level standards, availability and assurance mechanism.

Please refer to the Draft Standardised PPP Provisions and Draft Model PPP Agreement, which is available on IPDF's website at www.ipdf.gov.pk

Deliverable:

- a. Draft Concession Agreement;
- b. Draft Service Level Agreement (SLA);
- c. Draft PPP agreement management plan.

Timeframe: 4 weeks after the approval and finalization of the Transaction Structure.

Task 4.2: Marketing and Preparation of Information Memorandum (IM) / Project Prospectus (PP)

The advisor will be responsible for marketing of the Centre For Liver Disease and Transplant project to a wide universe of investors. Costs related to marketing exercise including advertisements and travel costs other than advisory consortium member will be borne by IPDF. All such costs would require prior approval. The IM/PP will be a comprehensive marketing document, intended to assist pre-qualified potential bidders in evaluating the investment opportunity and risks.

The IM/PP will contain concise information on the Centre For Liver Disease and Transplant Project and the envisaged timeline for the Project. It will highlight the opportunity and salient features of the Project as well as the Broad terms and conditions and draft transaction documents for the execution of the Project.

Deliverable:

- a. Information Memorandum highlighting the opportunity and the salient features of the Project as well as the Broad terms and conditions and the draft transaction documents for the execution of the Project;
- b. Marketing strategy, advertising and implementation plan for soliciting investor interest.

Timeframe: 6 weeks after the approval and finalization of the Transaction Structure.

Task 4.3: Procurement Process

Based on the chosen structure, competitive tendering process will have to be initiated to select the most appropriate private party, which could most effectively implement the Project, with the least assistance from PIMS / MOH. The process to be adopted will be transparent with clearly defined evaluation criteria and devised to encourage participation by the private sector. The

Advisor will assist IPDF/ PIMS / MOH in the management of the bidding process including, but not limited to, the conduct of the bidding process, bid opening and evaluation, recommendations on award, presentation to IPDF, the PIMS / MOH or any other relevant forum for seeking approval of said recommendations, negotiations with successful bidder(s) and closing of the Project. The procurement process should be in conformity with procurement guidelines issued by IPDF.

Deliverable:

- a. Pre-bid conference after issuance of the RFP
- b. Bids evaluation and selection and appraisal/approval of Successful Bidder
- c. Consolidated report which includes Bids evaluation, selection/appraisal of Successful Bidder, EOI & Evaluation criteria, RFP including TORs & Bidding documents, final agreement and the process of selection

Timeframe: 16 weeks after the approval and finalization of the Transaction Structure.

Task 4.4: Deal Closure and Signing of the Concession Agreement

After selection and approval of successful bidder, negotiations will be entered into if required. The Transaction Advisor will:

- Assist the Institution (PIMS / MOH) in its negotiation with preferred bidders
- Update/Amend the PPP Agreement to reflect negotiated terms
- Assist in ensuring that all conditions precedent to signing of the contract are fulfilled and complete

On completion of the negotiations with the top-ranked party, all terms relating to the Project having been agreed upon between the PIMS / MOH and the selected party and formal procedures for deal closure will be initiated leading to the signing of the concession agreement with the selected party.

Deliverable:

- a. Deal closure and Signing of the Concession Agreement;

Timeframe: 2 weeks after the selection of the successful bidder

Note: This is to clarify that Financial Closure is separate from the deliverable of Task 4.4: (a) Deal Closure and Signing of Concession Agreement. Therefore, Financial Closure must be treated as a separate task to be undertaken after completion of Task 4.4.

Reference “Procurement Guidelines for Public Private Partnership Projects”, once the deal is closed and the contract is signed between the Institution (PIMS / MOH) and Private Party, the Transaction Advisor must ensure that loan and other financing agreements are signed between the Private Party and financiers. Upon completion of this task, the project will achieve financial closure.

5. General Conditions

1. A steering committee comprising representatives of the PIMS / MOH and IPDF, will oversee the project. Payments against the deliverable shall be made by the client on the satisfactory completion of that deliverable. The steering committee shall meet at designated place to review each and every deliverable. The proceeding of the committee shall not be affected due to lack of Quorum. Failure on part of any of the member of the steering committee to submit the comments in prescribed time period shall be assumed to be concurrence with the contents of the deliverables.
2. The Transaction Advisor shall be responsible for assisting in all activities leading to and including successful closure of the Centre of Liver Disease and Transplant (CLOT) and the competitive bidding process for project. While a detailed scope of work has been spelled out in the present TOR, the Transaction Advisor shall also be responsible for providing assistance in activities, not specifically mentioned in the TOR, that are necessary for successfully concluding the Assignment. Transaction Advisor will appoint a Team Leader to assume overall responsibility of the CLOT Project and to interface with IPDF and PIMS / MOH. The Transaction Advisor will maintain all records of the CLOT Project for a period of one year from the termination of activities under the ASA. During this period, the Transaction Advisor will assist IPDF in dealing with queries/issues related to the Project. The Transaction Advisor will be required to formulate proposals for a communication plan whereby all stakeholders are regularly informed of project progress.
3. Transaction advisor will use the available IPDF formats while preparing required documents/reports mention under deliverable. (Please see the IPDF website www.ipdf.gov.pk for additional information).
4. Five hard copies and one soft copy of each draft document mention under deliverable will be submitted to IPDF. The IPDF will share the documents with the Steering Committee who will offer its comments and recommendations. These shall be incorporated to the draft final documents by the Transaction Advisor. After incorporation of IPDF comments, the Transaction Advisor shall submit 15 hard copies and one soft copy of each of the final documents to IPDF.

5. All documents shall be prepared in English and submitted on electronic media along with required number of hard-copies.
6. All the data, documents and reports produced by the Transaction Advisor for the said services shall be the property of the Client .The Transaction Advisor shall not share and use any data, document and reports for any other purpose / job without the explicit written approval of the Client.
7. The PIMS / MOH will nominate one Project Manager to liaise with the Transaction Advisor and IPDF on all activities pertaining to this assignment. The manager will be responsible for providing technical inputs and information to the advisor and IPDF on the project. The Project Manager will assist in securing appointments with government ministries and departments, as may be required.
8. Time available for achieving financial closure is tentatively set at twenty six (26) weeks. The Transaction Advisor shall begin this assignment as soon as the contract agreement is signed. Indicative deadline and payment schedule is given in Appendix-A

PROCEDURE FOR SUBMISSION AND EVALUATION OF PROPOSALS
FOR
DEVELOPMENT OF Center for Liver Disease and Transplant
UNDER
PUBLIC PRIVATE PARTNERSHIP

PROCEDURE FOR SUBMISSION & EVALUATION OF PROPOSALS

1. Submission of Proposals

The Technical Proposal shall be submitted in triplicate (one original and two copies) and placed in a sealed envelope clearly marked “Technical Proposal - Advisory Services for PIMS / MOH Centre For Liver Disease and Transplant Project.”

The Financial Proposal (one original) shall be submitted in a separate sealed envelope clearly marked “Financial Proposal - Advisory Services for PIMS / MOH Centre For Liver Disease and Transplant Project”.

Bidders are requested to submit their Technical and Financial Proposals in separate sealed envelopes enclosed in one larger sealed envelope addressed correctly and legibly to CEO, IPDF (Refer to section 8 below, for precise address and date of submission).

The Financial Proposal shall be signed by a duly authorized representative. The Proposals should include a power of attorney / letter of authority authorizing such representative to sign and submit the Technical and Financial Proposals to IPDF (in case of firm/consortium).

2. Evaluating the Proposals

On expiry of the date for submission of Proposals, the evaluation process will begin. The Project Manager will circulate the Technical Proposals to the Evaluation Committee, while the sealed Financial Proposals will remain with IPDF.

A two-stage procedure shall be adopted in evaluating the Proposals. The technical evaluation shall be carried out first, followed by the financial evaluation. The Evaluation Committee shall carry out its evaluation, applying the evaluation criteria and point system specified below. Each responsive proposal shall be attributed a technical score (Str). Firms scoring less than 70 points shall be rejected and their Financial Proposals returned unopened.

Technical Proposal

Each Technical Proposal shall be evaluated using the following categories and weights below:

<u>Category</u>	<u>Weight</u>
Specific firm/consortium experience related to the Assignment	25%
Competence and qualifications of team	50%
Work plan and methodology	25%

Financial Proposal

Short-listed Transaction Advisors that receive a raw technical score (Str) of 70 points or higher (pre-qualified Transaction Advisors) will be informed of their pre-qualification. All other Transaction Advisors will stand disqualified and their sealed Financial Proposals will be returned to them unopened. The Client shall open the sealed Financial Proposals of the pre-qualified parties on a pre-determined date which will be intimated in advance.

Remuneration of Transaction Advisor will be made up of two components; a **Advisory Fee**, which is made of payments at milestones/stages in the project as set out in the RFP, and a **Success Fee**, which will be paid at the time of financial closure of the project by the successful bidder. The quantum of both the Advisory fee and Success Fee are to be bid together in a single bid by the invited Transaction Advisors. Twenty-five percent (25%) of the bid amount submitted by the Transaction Advisor will be payable in success fee. The bid is to be in Pak Rupees inclusive of taxes.

Advisory Fee

This part of the fee (75% of the bid amount) will be paid as per the Advisory Fee Payment Schedule attached as Appendix A.

Success Fee

This portion of the compensation is contingent on the success (financial closure with all formalities completed) of the project. The successful bidder must make this payment as the fulfillment of a condition precedent of the final contract. The Transaction Advisor may include a form of surety in the Request for Proposals to be submitted by the bidders as a guarantee of payment upon fulfillment of all other conditions precedent to the contract signing.

3. Scoring of Technical and Financial Proposals

The Technical Proposal shall be assigned a raw score (Str), which shall be scaled up to constitute a final technical score (St) as follows:

$$St = Str \times 100 / St_{max}$$

where St_{max} = Raw score of the highest ranked Advisor on technical criteria.

The financial score (Sf) will be calculated as follows:

$$Sf = 100 \times (F_{min} / F_f)$$

where F_{min} = Lowest Total Fee bid

and F_f = Total Fee bid by the Advisor under consideration.

The combined Technical and Financial proposals (Sc) shall be calculated as follows:

$$Sc = 0.80 \times St + 0.20 \times Sf$$

(Technical Proposal will have 80% weightage, while Financial Proposal will have a 20% weightage.)

4. Finalizing the Technical Scores

A meeting of the Evaluation Committee to finalize the technical scores will be called. The final individual technical scores of the Evaluation Committee members will be tabulated by the Project Manager on a top sheet, which will be signed by all the members of the Evaluation Committee.

5. Opening of Financial Proposals

Short-listed parties that receive a raw technical score (Str) of 70 points or higher (pre-qualified parties) will be invited to attend the opening of the sealed financial bids. All other parties will stand disqualified and their sealed Financial Proposals will be returned to them unopened. The sealed

Financial Proposals shall be opened by the Chief Executive Officer of IPDF or his nominee.

6. Ranking the Pre-qualified Parties

The Project Manager will submit to the Evaluation Committee the cumulative marks (technical plus financial) of the pre-qualified parties based on the calculations set out above. The submission will identify the pre-qualified party scoring the highest cumulative scores (the "top-ranked party"). Upon endorsement by the Evaluation Committee, the Project Manager will submit the rankings of the pre-qualified parties to the management of IPDF for approval. The top-ranked party will then be invited for contract negotiations.

7. Contract Negotiations

Contract negotiations will be conducted with the authorized representatives of the top-ranked party and will primarily focus on issues related to the work plan, deliverables, contract duration and procedure for disbursements. A copy of the authority document in this regard will be made available prior to commencing contract negotiations. In case the negotiations with the top-ranked party are unsuccessful, negotiations with the authorized representatives of second-highest ranked party may be carried out, and so on and so forth.

PIMS / MOH / IPDF are under no obligation to select any of the firm / consortium submitting the proposal, and have the right to cancel their Request for Proposal (RFP) at any time, without assigning any reason.

8. Address and Date of Submission

The proposals should be delivered to the "CEO, Infrastructure Project Development Facility, #2, Street 59, Sector F-7/4, Islamabad, Pakistan", on or before October XX, 2008 latest by 1700 hours. Failure to deliver the Proposals as aforesaid shall mean immediate disqualification.

9. Exclusion and Prohibitions

The Advisor will be prohibited from using any of the proprietary information without the express approval of IPDF, for a period of two (2) years after the completion of the Assignment.

PIMS / MOH / IPDF are under no obligation to select any of the companies submitting the proposal and have the right to cancel the Assignment without cause.

**FORMAT
FOR
TECHNICAL PROPOSAL AND FINANCIAL PROPOSAL
FOR
PROVIDING TRANSACTION ADVISORY SERVICES FOR
DEVELOPMENT OF
CENTER FOR LIVER DISEASE AND TRANSPLANT
UNDER
PUBLIC PRIVATE PARTNERSHIP**

FORMAT FOR TECHNICAL PROPOSAL AND FINANCIAL PROPOSAL

FROM:

TO:

Sir/Madam:

Subject: Advisory Services for PIMS / MOH Centre For Liver Disease and Transplant

I/We _____ Transaction Advisor firm(s) herewith enclose the Technical Proposal (3 copies) and Financial Proposal (1 original) of my/our firm(s)/organization(s) as Transaction Advisor for the for PIMS / MOH Centre For Liver Disease and Transplant (CLOT) Project.

Yours faithfully,

Signature _____
(Authorized Representative)

Full Name _____
Designation _____
Address _____

FORMAT FOR TECHNICAL PROPOSAL

The Technical Proposal will provide information on how the Transaction Advisor would approach the transaction and why it is qualified to undertake the Assignment. Technical Proposal should include the following:

- a) Specific firm / consortium experience
- b) Competence and qualification of team
- c) Work Plan and methodology

a) Specific firm / consortium experience

The Advisor should give a comprehensive explanation of the team's relevant experience and capability to undertake the assignment and provide the services envisaged under the TOR. For each relevant experience cited, outline the precise role of the Advisor, contract duration, contract outcomes, and contract value

b) Competence and qualification of team

In this part, the bidder should propose the structure and composition of his team. The bidder should list the main disciplines of the assignment, the key experts responsible and the respective qualifications and credentials along with those of the proposed technical and support staff.

c) Work Plan and Methodology

In this part the Transaction Advisor should explain the 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. The Transaction Advisor should highlight the problems being addressed and their importance, and explain the approach he would adopt to address them. The Transaction Advisor should also explain the methodologies proposed to adopt and highlight the compatibility of those methodologies with the proposed approach.

The Transaction Advisor should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here.

FORMAT FOR FINANCIAL PROPOSAL

In addition to the Technical Proposal, the parties will be required to submit in a separately sealed envelope a Financial Proposal describing the amount of its fees in accordance with the requirements of this RFP Package.

	Currency (Pakistan Rupees)	Amount
Total Bid Amount =		
a) Advisory Fee		
b) Success Fee		

Notes:

- **Advisory Fee:** To be paid on the basis of identified deliverables (Indicative schedule in Appendix A).
- **Success Fee:** 25% of the Bid Amount to be paid by successful bidder at the time of Financial Closure of the project
- For avoidance of doubt, the Client shall not be responsible for any taxes, charges, levies etc. arising from payments to the Advisor.

DRAFT TRANSACTION ADVISORY SERVICES AGREEMENT

FOR

**DEVELOPMENT OF
CENTER FOR LIVER DISEASE AND TRANSPLANT**

UNDER

PUBLIC PRIVATE PARTNERSHIP

DRAFT ADVISORY SERVICES AGREEMENT

THIS AGREEMENT, (hereinafter together with the recitals and the appendices attached hereto called this "Agreement") is made on the ____ day of ____ 2008, between

Infrastructure Project Development Facility ("IPDF"), a company incorporated under section 42 of the Companies Ordinance, 1984 by the Government of Pakistan through the Ministry of Finance and having its registered office at House 2, Street 59, F - 7/4, Islamabad (hereinafter called the "IPDF"), which expression shall mean and include its successors, administrators and legal representatives, and

_____ (hereinafter called the "Transaction Advisor (TA)", which expression shall mean and include its successors, administrators and legal representatives, and together with IPDF hereinafter called the "parties").

WHEREAS

- (a) IPDF wishes to appoint a specialized firm/team of specialists to act as the Transaction Advisor to the IPDF to carry out the Services.
- (b) The Transaction Advisor, represents and covenants to the IPDF that they have the required professional skills, personnel and technical resources, and have agreed to provide on the terms set out in this Agreement of Services together with the Terms of Reference and Letter of Appointment, which would also form an integral part and parcel of this Agreement, in particular, to provide the services which are essential in respect of the Services in terms of this Agreement, and which the Transaction Advisor recommends from similar experiences in the field.

NOW THIS AGREEMENT WITNESSETH

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms, wherever used in this Agreement, shall have the following meanings:

- a) "Advisory Fee" means the total amount to be paid by IPDF, attached as Annexure, after successful completion of deliverables as specified in the Terms of Reference, attached as Annexure, to the Transaction Advisor.

- b) "Agreement" means this Agreement between the IPDF and the Transaction Advisor.
- c) "Applicable Law" means the laws of Islamic Republic of Pakistan.
- d) "Effective Date" means the date on which this Agreement is signed between the Parties.
- e) "End Date" means 18 months from effective date, unless agreed in writing by the Parties.
- f) "Force Majeure" for the purpose of this Agreement means
 - I. an event or circumstance which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under this Agreement impossible, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts, other industrial action or any sanction or restriction imposed by any governmental authority or body within or outside Pakistan; which has a material adverse affect on the ability of the Transaction Advisor to carry out the Services.
 - II. Force Majeure shall not include: (i) any action or failure to take action by a Party; (ii) any event which is caused by the negligence or willful act or omission of a Party or that Party's Subcontractors or Personnel or agents or employees; and (iii) any event which a diligent Party could reasonably have been expected both: (a) to have taken into account at the time of the Effective Date of this Agreement; and (b) to have avoided or overcome in the course of carrying out its obligations under this Agreement
- g) "IPDF" is defined in the preamble.
- h) "Party" means the IPDF or the Transaction Advisor, as the case may be, and the IPDF and the Transaction Advisor shall collectively mean the "Parties".
- i) "Personnel" means persons hired/employed by the Transaction Advisor or by any of its Subcontractors and assigned to the performance of the Services or any part of the Services.
- j) "Project" means the Designing, Building, Financing, Operating and Maintenance of the CLOT Facility, including all activities leading

to the design and construction of the Centre For Liver Disease and Transplant through the Public Private Partnership modality and requisite post transaction activities as identified in the attached TOR.

- k) "PIMS / MOH" means Pakistan Institute Of Medical Sciences / Ministry of Health
- l) "Services" means the advisory work to be performed by the Transaction Advisor as and when required for the development and implementation of the Project, pursuant to this Agreement and as fully described in the Terms of Reference attached as Annexure and the Technical Proposal submitted by the Transaction Advisor attached as Annexure, or any other service mutually agreed upon by the parties from time to time in writing during the Agreement.
- m) "Starting Date" means the date referred to in Clause 2.2.
- n) "Sub-contractor" means any person or entity to be appointed by the Transaction Advisor including but not limited to accounting, legal, and technical/ consultants whether located in Pakistan or abroad, to which the Transaction Advisor sub-contracts directly or indirectly any part of the Services in accordance with the provisions of this Agreement.
- o) "Success Fee" means amount of compensation that will be paid at the time of financial closure of the Project by the successful bidder.
- p) "Transaction Advisor" is defined in the Preamble.
- q) "Third Party" means any person or entity other than the IPDF, the Transaction Advisor or a Subcontractor.

1.2 Relation between the Parties

- (a) The Transaction Advisor shall act as Advisor to the IPDF for all Services; shall manage, and be responsible for the work carried out by the Sub-contractors (whether local or foreign); shall be solely responsible for any payments due to Sub-contractors and/or Personnel hired by the Transaction Advisor; shall have complete charge of all Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf under this Agreement.

- (b) The Advisor shall not assign this Agreement or its rights or obligations under this Agreement, without the prior written consent of the IPDF.

1.3 Law Governing Agreement

This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law. The Transaction Advisor undertakes to comply with the Applicable Law during the performance of the Services and completion of the Project.

1.4 Headings

The headings shall not limit, alter or affect the meaning of this Agreement.

1.5 Notices

- 1.5.1** Any notice, request or consent required or permitted to be given or made pursuant to this Agreement shall be in writing and shall be deemed to have been given or made when delivered in person to any authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, courier service or facsimile to such Party at the following address:

For Transaction Advisor:

For IPDF:

Chief Executive Officer (CEO)
H.No. 2, Street 59, F - 7/4,
Islamabad
Tel: (92 - 51) 2270771 - 3
Fax: (92 - 51) 9205926

- 1.5.2** Notice will be deemed to be effective as follows:

In case of personal delivery or registered mail, on delivery; and in the case of facsimiles, four (4) hours following confirmed transmission, only if confirmation is during business hours otherwise notice will be deemed effective as of the next working day, disregarding weekends and national holidays in the country to which the facsimile is transmitted. Facsimile notices shall not require confirmation by hard copies.

1.5.3 A Party may change its address for notice under this Agreement by giving the other Party notice pursuant to this Clause.

1.6 Authorized Representatives

Any action required and permitted to be taken, and any document required or permitted to be executed under this Agreement, may be taken or executed:

(a) on behalf of the IPDF, by its Chief Executive Officer ; and

(b) on behalf of the Transaction Advisor, by _____.

2. COMMENCEMENT, COMPLETION, SUSPENSION, MODIFICATION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force from the Effective Date.

2.2 Commencement of Services

The Transaction Advisor shall commence carrying out the Services not later than 7 (seven) days ("Starting Date") after the Effective Date, or on any other date the Parties agree in writing. The Services shall be performed and completed by the Transaction Advisor before the End Date or as mutually agreed in writing by the Parties.

2.3 Expiration of Agreement

Unless terminated pursuant to Clause 2.7, this Agreement shall expire when the Services have been completed.

2.4 Entire Agreement

This Agreement constitutes the final expression and exclusive and entire agreement and understanding between the Parties in relation to the Services and contains all covenants, stipulations and provisions agreed by the Parties as at the date hereof. The Terms of Reference and Annexure attached hereto shall also form an integral part of this Agreement. This Agreement together with the Terms of Reference shall override and supersede all previous or concurrent communications or documents or agreements exchanged on the subject matter of the Agreement and the Transaction Advisor and IPDF shall not for any or all purposes place reliance on any other document/agreement except this Agreement.

2.5 Modification

Modification of the terms of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Each Party shall give due consideration, and not unreasonably delay or withhold a considered response to any proposals for modification made by the other Party.

2.6 Suspension of Services

The IPDF may, by written notice of suspension to the Transaction Advisor, suspend the Services under this Agreement for a cumulative period not exceeding 60 (sixty) days.

2.7 Termination

2.7.1 Termination by IPDF

The IPDF may terminate this Agreement if the Transaction Advisor:

- (a) is in breach of its obligations under this Agreement and has not remedied the same within thirty (30) days (or such longer period as the IPDF may have subsequently approved in writing) of being called to do so by the IPDF; OR
- (b) becomes insolvent or bankrupt or enters into any arrangements with its creditors for relief of debt or takes advantage of any Applicable Law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary; OR
- (c) is unable as a result of force majeure to perform a material portion of the Services for a continuous period of thirty (30) days unless services are suspended under 2.6.

In any event, the IPDF may terminate this Agreement at its sole discretion without assigning any reason without liability or continuing obligation except as set forth in this Agreement. In the event of such termination (where termination is without default of the Transaction Advisor), the IPDF shall be required to make payment to the Transaction Advisor in relation to fees which have been duly accrued or billed by the Transaction Advisor in accordance with this Agreement.

2.7.2 Termination by Transaction Advisor

In the event the Services are not completed by the Transaction Advisor, due to no fault on the part of the Transaction Advisor, its Sub-contractors or Personnel, the Transaction Advisor shall have the right to terminate this Agreement after expiry of eighteen (18) months from the Start Date.

2.7.3 Cessation of Rights and Obligations

On termination of this Agreement pursuant to any part of Clause 2.7, or upon expiration of this Agreement pursuant to Clause 2.3, all rights and obligations of the Parties shall cease, except (i) rights and obligations that have accrued as of the date of termination or expiration, (ii) any right which a Party may have under the Applicable Law (iii) the indemnification obligations in Clauses 3.4 and 3.5 hereof.

2.7.4 Cessation of Services

On termination of this Agreement pursuant to Clause 2.7, the Transaction Advisor shall, immediately on receipt/issue of notice to that effect, take all necessary steps to bring the Services to a close within seven (7) days of the receipt/issue of the notice in an orderly manner. Upon cessation of Services hereunder, the Transaction Advisor shall hand over to the IPDF all documents prepared directly by the Transaction Advisor or by any of its Subcontractors, whether in final or in draft form, for submission to third parties in connection with the Project on paper and electronic format, which for the avoidance of doubt, do not include research reports or other private material produced by the Transaction Advisor.

3. OBLIGATIONS OF THE TRANSACTION ADVISOR

3.1 General

3.1.1 Scope of Work

The Transaction Advisor shall perform the Services in accordance with the terms and conditions of this Agreement.

3.1.2 Standard of Performance

The Transaction Advisor shall perform the Services and carry out their obligations under this Agreement with all reasonable due diligence, efficiency and economy, in accordance with generally accepted techniques and practices and shall observe sound management practices.

The Transaction Advisor shall be under a duty of care and always act in good faith/respect of any matter relating to this Agreement or to the Services, and shall at all times support and safeguard the IPDF's legitimate and proper interests in any dealings with Subcontractors, Personnel or Third Parties. The Transaction Advisor shall ensure that any Subcontractors and Personnel shall be skilled and experienced and competent in their respective trades and professions and that their work shall conform with the standards applicable to the Transaction Advisor.

3.1.3 Coordination

The Transaction Advisor shall be responsible for the overall coordination of the Project, including the work of its subcontractors in relation to the carrying out of the services and the timely completion of the activities necessary for carrying out the activities envisaged under this Agreement. The Transaction Advisor shall ensure the representation of its relevant personnel and the subcontractors at the meetings required including those of the Steering Committee and any other meetings/presentations necessary for the successful and timely completion of the Project.

3.2 Conflict of Interests

3.2.1 Transaction Advisor not to Benefit from Commissions or Discounts

The Transaction Advisor, as consideration for its work under this Agreement or the Services, will only be entitled to receive payments from IPDF as per Clause 6 hereunder, and neither the Transaction Advisor nor any person (natural or legal) associated with it shall accept for its benefit or otherwise any remuneration/consideration in the forms including but not limited to trade commission, discount, gifts, payments in kind or financial inducements whatsoever or similar payment in connection with activities pursuant to this Agreement or to the Services or the discharge of its obligations under this Agreement, and the Transaction Advisor shall use its reasonable efforts to ensure that any Sub-contractors, as well as the Personnel and agents of either of them shall neither for itself nor for the benefit of the Transaction Advisor receive any such additional remuneration.

3.2.2 Prohibition of Conflicting Activities

Subject to clause 3.2.3 below, during the subsistence of this Agreement, neither the Transaction Advisor nor its Subcontractors nor the Personnel of either of them shall engage, either directly or indirectly, in any business or professional activities in and with respect to PIMS / MOH and IPDF which would conflict with the activities assigned to them under this Agreement.

3.2.3 Transaction Advisor not to provide other Services

During the term of this Agreement, the Transaction Advisor, Sub-contractors/ consultants, and the Personnel shall not provide similar / related services to other parties involved in the procurement of this Project.

3.3 Confidentiality / Disclosure

3.3.1 Confidentiality / Disclosure by Transaction Advisor

The Transaction Advisor shall not, during the term of this Agreement, disclose any proprietary or confidential information relating to the Project, the Services, this Agreement, or the IPDF's and PIMS / MOH's business or operations (other than for the purposes of the Services) without the prior written consent of the IPDF, unless such disclosure is required by Applicable Law or regulation or such information is required for research purposes or has entered the public domain other than by a breach of this Agreement, or was already in public domain, or was already lawfully in the possession of the Transaction Advisor at the time of such disclosure to them.

The fact that Transaction Advisor has a professional relationship with IPDF shall not be treated as confidential information and TA may disclose this fact, and the general nature of its work, to clients, prospective clients, or other third parties. However, any such disclosure will not be made until the completion or abandonment of the transaction, as the case may be, or until the time that this fact is declared by IPDF to the regulators or is made public by IPDF.

3.3.2 Confidentiality / Disclosure by IPDF

There shall be no prohibition on IPDF to disclose any information relating to the Project to any third party. IPDF acknowledges that all the TA's deliverables including reports will include statements limiting its liability towards any third party readers.

3.4 Indemnification of the IPDF and PIMS / MOH by the Transaction Advisor

The Transaction Advisor shall indemnify and hold harmless the IPDF and PIMS / MOH against all losses, claims, damages or liabilities to which the IPDF may become liable only to the extent, that such losses, claims, damages or liabilities arise out of any act or omission by the Transaction

Advisor relating to the Services, provided that the Transaction Advisor shall not be liable for indirect or consequential losses or damages.

3.5 Indemnification of the Transaction Advisor by the IPDF

IPDF shall indemnify the Transaction Advisor, and hold it harmless against all losses, claims, damages or liabilities to which Transaction Advisor may become liable only to the extent that such losses, claims, damages or liabilities arise out of any act or omission of either IPDF and/or PIMS / MOH relating to this Agreement and the information to be provided to the Transaction Advisor in terms of this Agreement, provided that IPDF shall not be liable for indirect or consequential losses or damages.

3.6 Limitation of liability

To the fullest extent permitted by applicable law (including, without limitation, regulations and interpretations promulgated by the Securities and Exchange Commission of Pakistan), the total aggregate liability of TA to IPDF and all of IPDF affiliates and their respective successors and permitted assigns, regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose or otherwise, in connection with the performance of the Services or otherwise under this Agreement, shall be limited to the fees actually paid or to be paid to the TA in respect of such Services.

3.7 Duration for Claim of liability

Any claim for breach of contract, breach of duty or fault or negligence or otherwise whatsoever arising out of or in connection with this Agreement shall not be brought against the other Party after one year of the financial close of the Project or the termination of this Agreement, whichever occurs first.

3.8 Insurance

The Transaction Advisor and Subcontractors shall be responsible for their own insurance and shall take out and maintain sufficient liability insurance, or will be adequately self insured to provide for the risks incurred by providing the Services. In the event the Transaction Advisor receives any claim for damages/ compensation in respect of the services for which it seeks indemnification from IPDF in terms of clause 3.5 herein then the Transaction Advisor shall first seek settlement from its insurers, where available, for satisfaction of such claims before resorting to the IPDF for purposes of indemnification.

3.9 Transaction Advisor Actions requiring IPDF's prior Approval

Other than those defined in clause 4.2 below, the Transaction Advisor shall obtain the IPDF's prior approval in writing before:

- (i) Entering into a subcontract for the performance of any part of the Services.
- (ii) Termination of a subcontract for the non-performance of any part of the Services.

provided that approval by the IPDF hereunder shall not relieve the Transaction Advisor of their obligations under this Agreement.

3.10 Accounting, Inspection and Auditing

The Transaction Advisor shall keep accurate and systematic accounts and records regarding the Services and the Project, which records a duly authorized representative of the IPDF shall be entitled to inspect and make copies thereof, as and when required during the pendency of this Agreement and for the one year from the expiry or termination of this Agreement, provided that the modalities of conducting such audit/inspection are agreed in advance with the Transaction Advisor.

3.11 Documents prepared by the Consultants to be the Property of the IPDF

All reports, models and other documents, including all software data prepared by the **Transaction Advisors and subcontractors** in performing the Services shall become and remain the property of the IPDF, and Transaction Advisors shall, upon the prior receipt by the Consultants of all amounts payable to them under this Agreement, hand over to the IPDF all documents and records prepared directly by it or by any of its Subcontractors, whether in final or in draft form, complete or in the process of being completed, in connection with the Project on paper and electronic form, together with a detailed inventory thereof. The Transaction Advisor and the relevant Subcontractor may retain a copy of any such documents or records.

3.12 Taxes and Duties

The Transaction Advisor shall pay when due and as applicable all taxes including, income taxes, sales and use taxes, excise duties, import and export duties, taxes on property of the Financial Advisor, any Subcontractors and Personnel, duties, license fees, octroi, electricity

duty, impositions, levies etc, for the Transaction Advisor, any Subcontractors and Personnel and any and all other Governmental taxes, fees, duties, levies or charges whatsoever arising out of or in connection with the performance of the Services.

4. TRANSACTION ADVISOR'S AND SUBCONTRACTORS' PERSONNEL

4.1 General

The Transaction Advisor shall deploy professionally qualified and experienced Personnel to carry out the Services. The IPDF and the Transaction Advisor have agreed that the following senior Personnel shall form the core team:

The Project Team Leader, Mr./Ms. _____ shall be on first call to the IPDF throughout the period of the Project, subject only to personal holidays and personal emergencies, when Mr./Ms. _____ shall be available in his place.

4.2 Appointment of Sub-contractors / Consultants

The Transaction Advisor shall engage the services of the following Sub-contractors / consultants as indicated in the Technical Proposal attached as Annexure for the successful completion of its Terms of Reference attached as Annexure A under this Agreement:

- 1 _____ (Technical Consultant)
- 2 _____ (legal Consultant)

4.4 Approval of Personnel

All Personnel of the Transaction Advisor and the Subcontractors and any other personnel that may be employed during the course of the project will be subject to normal security clearances where so required by IPDF.

4.5 Removal and Replacement of Personnel

- (a) If, for any reason, it becomes necessary to replace any of the senior Personnel identified in the Technical Proposal submitted by the Transaction Advisor attached as Annexure C or any Subcontractor after the Effective Date, the Transaction Advisor shall forthwith provide as a replacement a person or Subcontractor of equivalent qualifications, whose curriculum vitae or resume the Transaction Advisor shall submit to the IPDF for review and approval and whom the IPDF may if it so desires call for an interview at the cost and expense of the Transaction

Advisor If the IPDF does not object in writing within seven (7) days from the date of receipt of the curriculum vitae or interview, that person or subcontractor shall be deemed to have been approved by the IPDF.

- (b) If the IPDF (i) finds that any of the Personnel or Subcontractors has committed misconduct as ascertained by IPDF in its discretion or has been charged with having committed an offence or a wrong or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel or Subcontractors, or (iii) finds that any of the Personnel or Subcontractors has misrepresented with respect to its qualifications, expertise and resources then the Transaction Advisor shall, at the IPDF's written request, immediately remove the respective Personnel or Subcontractors from this Agreement and provide a replacement with qualifications and experience reasonably acceptable to the IPDF subject to the same terms and conditions specified in Clause 4.5 (a).

4.6 Transaction Advisor Staff

IPDF undertakes that during the course of this engagement and for a period of six months following its conclusion IPDF will not:

- a) solicit or entice away (or assist anyone else in soliciting or enticing away) any member of professional staff of the TA with whom IPDF has had dealings in connection with this engagement.; or
- b) employ any such person or engage them in any way to provide services to IPDF.

This undertaking shall not apply in respect of any member of TA staff who without having been previously approached directly or indirectly by IPDF responds to an advertisement placed by IPDF.

5. OBLIGATIONS OF THE IPDF

5.1 Assistance and Exemptions

The IPDF shall use its best efforts, where such efforts are specifically requested stating the reasons for IPDF assistance, to ensure that the IPDF issues to its officials, agents and representatives all such instructions as may be specified by the Transaction Advisor as being necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Access to Information and Decisions

- (a) The IPDF will co-operate with the Transaction Advisor and will endeavor to furnish the Transaction Advisor with all such information and data concerning Centre For Liver Disease and Transplant Project, which the Transaction Advisor may require in connection with the performance of the Services. The IPDF will provide the Transaction Advisor with access to PIMS / MOH's officers and employees and to such other information and reports as the Transaction Advisor may reasonably require. The IPDF will use its best efforts to ensure that all such information (including expressions of opinions) or documentation as is provided to the Transaction Advisor is complete, true, fair, accurate and not misleading and that there are no omissions which could be material. In the event, during the course of the Transaction Advisor's engagement under this Agreement, the IPDF subsequently discovers something, which renders any such information untrue, unfair, inaccurate or misleading it will notify the Transaction Advisor at once.
- (b) The IPDF shall use its best efforts to ensure that, where co-operation is required from, or decisions need to be taken or approvals given by the IPDF or PIMS / MOH in the course of the Project, that co-operation will be promptly given and these decisions or approvals will not be unreasonably withheld or delayed.
- (c) The IPDF acknowledges and agrees that, in rendering the Services hereunder; the Transaction Advisor will be using and relying on the information supplied to them by the IPDF and/or PIMS / MOH in addition to other information which the Transaction Advisor shall be responsible for gathering for effective design of the project.

5.3 Road Shows

The IPDF shall ensure that the road shows, marketing, fact finding and other related activities are attended by the IPDF representatives and PIMS / MOH employees of an appropriately senior position to be agreed with the Transaction Advisor prior to the start of the road shows, marketing, fact finding and other related activities. Cost relating to marketing exercise including advertisement and traveling costs other than advisor consortium members will be borne by IPDF. All such costs shall be incurred with prior approval of IPDF.

6. PAYMENTS TO THE TRANSACTION ADVISOR

6.1 Currency of Payment

All payments to the Transaction Advisor for the Services shall be in Pak Rupees and shall be subject to deduction of applicable taxes, if any.

6.2 Mode of Billing and Payment

Payments in respect of the Services shall be made within thirty (30) days of receipt of original invoices as follows:

- (a) The Advisory Fee shall be paid on milestone basis as identified in Annexure based on the submission of deliverables by the Transaction Advisor as required in the Terms of Reference and following acceptance of the same by the Client. The Advisory Fee to be paid by IPDF for provision of services under this agreement shall not exceed a total of Pak Rupees, _____ (_____ Pak Rupees Only), to the Transaction Advisor for the performance of services under this agreement as per the milestones in Appendix.
- (b) IPDF reserves the right to withhold ___% of the payment due as a penalty, if a deliverable is not completed within the stipulated time as provided in Annexure to this Agreement, if in the opinion of IPDF, the delay in completing the said deliverable is caused by the Transaction Advisor. However, any such deduction shall be released by IPDF if the overall project is completed within the timeframe outlined in Annexure.
- (c) All payments under this Agreement shall be made to the account of the Transaction Advisor as follows:

[Bank Account Details]
- (d) Success fee portion of the compensation is contingent on the success (financial closure with all formalities completed) of the project. The successful bidder must make this payment as the fulfillment of a condition precedent of the final contract. The Success Fee to be paid by the successful bidder shall not exceed a total of Pak Rupees, _____ (_____ Pak Rupees Only), to the Transaction Advisor on achieving financial closure.

- (e) The Total remuneration of the Transaction Advisor under this Agreement shall not exceed the total of the Advisory fee and the Success Fee i.e. Pak Rupees _____
(_____ Pak Rupees Only).

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

7.2 Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties agree that it is their intention that this Agreement shall operate fairly between them, and without detriment to the interest of either of them and that if, during the term of this Agreement, either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness.

8. SETTLEMENT OF DISPUTES

8.1 Courts having jurisdiction

The Parties agree that the Courts at Islamabad shall have jurisdiction with respect to any litigation arising out of this Agreement.

9. ADDITIONAL COVENANTS

9.1 Publicity

The Transaction Advisor shall ensure that any publicity, press releases, advertisements and publications and public statements concerning the Services, the Project and the Agreement shall be in consultation with and approved in writing in advance by the IPDF before release by the Transaction Advisor, its Subcontractors and Personnel.

9.2 Waivers

Time shall be of the essence of the Agreement. No failure or delay of either Party hereto in exercising any right or remedy hereunder shall operate as a waiver thereof nor will any single or partial exercise of any

right or remedy preclude any other or further exercise of any right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

9.3 Severability

Each of the provisions of this Agreement is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

9.4 Originals

This Agreement is being executed in three originals, one each to be retained by the Transaction Advisor, PIMS / MOH and the IPDF.

IN WITNESS OF WHICH the Parties have caused this Agreement to be signed as of the day and year first above written.

FOR AND ON BEHALF OF THE IPDF

FOR AND ON BEHALF OF THE TRANSACTION ADVISOR

**CONDITIONS
FOR
REQUEST FOR PROPOSALS
FOR
TRANSACTION ADVISORY SERVICES
FOR
DEVELOPMENT OF
CENTER FOR LIVER DISEASE AND TRANSPLANT
UNDER
PUBLIC PRIVATE PARTNERSHIP**

CONDITIONS

1. IPDF shall have the right at all times to:
 - Cancel the process for selection of Advisor
 - Vary any of the terms set out in the RFP or any of the Annexes and Appendices thereto
 - Reject any Proposal not delivered in the prescribed format and at the prescribed venue at the prescribed time

2. The Transaction Advisor shall protect and defend unconditionally as well as indemnify and hold IPDF and the PIMS / MOH, or any other relevant government body/agency, its employees, directors, officers and agents free and harmless from and against any and all liability, losses, claims, liens, demands, damages against any and all causes of action of every kind and character, including without limitation any judgments, penalties, interest, court costs and any legal fees incurred in enforcing this indemnity, arising under this Agreement. IPDF makes no representation, covenants, warrants or guarantees, express or implied, other than those expressly set forth in this Agreement. In no case shall IPDF be liable for contingent or consequential, special or indirect damages.

APPENDIX A

Indicative Advisory Fee Payment Schedule

The Advisory Fee Payment Schedule (Payment to be made in Pak. Rupees):

Indicative Deliverables	Percentage age of Advisory Fee
Phase 1	
Signing of the Agreement for Transaction Advisory Services	05
Deliverables pertaining to task 3.1	05
Deliverables pertaining to task 3.3	10
Deliverables pertaining to task 3.4	20
Phase 2	
Deliverables pertaining to task 4.1	15
Deliverables pertaining to task 4.2	10
Deliverables pertaining to task 4.3	15
Deliverables pertaining to task 4.4	20
Total =	100%