

REQUEST FOR PROPOSALS

FEASIBILITY STUDY FOR THE

Citrus Processing and Production Facility

Submission Deadline: **4:00 PM/16:00**

LOCAL TIME

January 26, 2015

Submission Place: Mr. Lawrence Samour
HAMA for Food Industries
C/O Hama Holding for Financial Investments 105,
Omar Ebn El-Khattab St., 7th floor, Almaza, Cairo, Egypt

Tel.: +2 02 24 139 400

Fax.: +2 02 24 529 961

SEALED PROPOSALS SHALL BE CLEARLY MARKED AND RECEIVED PRIOR TO THE TIME AND DATE SPECIFIED ABOVE. PROPOSALS RECEIVED AFTER SAID TIME AND DATE WILL NOT BE ACCEPTED OR CONSIDERED.

REQUEST FOR PROPOSALS

SECTION 1: INTRODUCTION	4
1.1 BACKGROUND SUMMARY	4
1.2 OBJECTIVE	4
1.3 PROPOSALS TO BE SUBMITTED	4
1.4 CONTRACT FUNDED BY USTDA.....	5
SECTION 2: INSTRUCTIONS TO OFFERORS	6
2.1 PROJECT TITLE	6
2.2 DEFINITIONS	6
2.3 DESK STUDY REPORT	6
2.4 EXAMINATION OF DOCUMENTS.....	6
2.5 PROJECT FUNDING SOURCE.....	7
2.6 RESPONSIBILITY FOR COSTS	7
2.7 TAXES	7
2.8 CONFIDENTIALITY	7
2.9 ECONOMY OF PROPOSALS	7
2.10 OFFEROR CERTIFICATIONS.....	7
2.11 CONDITIONS REQUIRED FOR PARTICIPATION.....	7
2.12 LANGUAGE OF PROPOSAL.....	8
2.13 PROPOSAL SUBMISSION REQUIREMENTS.....	8
2.14 PACKAGING.....	8
2.15 OFFEROR'S AUTHORIZED NEGOTIATOR	9
2.16 AUTHORIZED SIGNATURE.....	9
2.17 EFFECTIVE PERIOD OF PROPOSAL	9
2.18 EXCEPTIONS.....	9
2.19 OFFEROR QUALIFICATIONS	9
2.20 RIGHT TO REJECT PROPOSALS	9
2.21 PRIME CONTRACTOR RESPONSIBILITY	9
2.22 AWARD	10
2.23 COMPLETE SERVICES	10
2.24 INVOICING AND PAYMENT	10
SECTION 3: PROPOSAL FORMAT AND CONTENT	11
3.1 EXECUTIVE SUMMARY	11
3.2 U.S. FIRM INFORMATION	12
3.3 ORGANIZATIONAL STRUCTURE, MANAGEMENT, AND KEY PERSONNEL	12
3.4 TECHNICAL APPROACH AND WORK PLAN	12
3.5 EXPERIENCE AND QUALIFICATIONS	12
SECTION 4: AWARD CRITERIA.....	13

ANNEX 1	FEDBIZOPPS ANNOUNCEMENT
ANNEX 2	PORTIONS OF BACKGROUND DESK STUDY/DEFINITIONAL MISSION REPORT
ANNEX 3	USTDA NATIONALITY REQUIREMENTS
ANNEX 4	USTDA GRANT AGREEMENT, INCLUDING MANDATORY CONTRACT CLAUSES
ANNEX 5	TERMS OF REFERENCE (FROM USTDA GRANT AGREEMENT)
ANNEX 6	U.S. FIRM INFORMATION FORM

Section 1: INTRODUCTION

The U.S. Trade and Development Agency (USTDA) has provided a grant in the amount of US\$503,000 to Hama for Food Industries (the “Grantee”) in accordance with a grant agreement dated September 23, 2014 (the “Grant Agreement”). USTDA has provided a grant to the Grantee for a Feasibility Study that will provide recommendations on the implementation of high-capacity citrus sorting, grading and packing processing lines; cold storage technology and equipment; and juicing and corrugated carton operations. The Grant Agreement is attached at Annex 4 for reference. The Grantee is soliciting technical proposals from qualified U.S. firms to provide expert consulting services to perform the Feasibility Study.

1.1 BACKGROUND SUMMARY

In 2013, agriculture in Egypt accounted for 14.5% of the GDP and provided employment for 55% of the population. According to the Egyptian Ministry of Agriculture, the agribusiness sector is expected to bring in more than \$21 billion in annual revenue and create about 500,000 new jobs by the year 2020. Oranges are the country’s leading fruit crop and are cultivated in almost all 27 governorates of Egypt, with the main production area concentrated in the Nile Delta governorates of Qalyoubia, Beheira, Sharqiya, Ismailia and Menufia.

Hama Holding Investment Company is comprised of seven subsidiaries focused on agriculture production, processing and marketing of fruits and vegetables. Since 1996, Hama Holding Investment Company has considerably expanded its business to become the largest citrus producer and exporter in Egypt, producing 10% of Egyptian citrus exports.

Hama Holding Investment Company established Hama for Food Industries (Hama) as an export-oriented citrus fruit processor, while another subsidiary, El Gebaly Fruit Company, supports the growing domestic market demand. Due to Hama Holding Investment Company’s increased agricultural production, Hama seeks to improve its postharvest processing capacity and capabilities. Accordingly, Hama is implementing a three phased expansion plan at its Salheya City facility, which is located in a private industrial free zone, approximately 60 miles outside of Cairo. Over a five year period, the expansion is anticipated to implement additional processing lines, cold storage capacities and new juicing and corrugated carton operations.

Portions of a background Desk Study are provided for reference in Annex 2.

1.2 OBJECTIVE

The Terms of Reference (TOR) for this Feasibility Study are attached as Annex 5.

1.3 PROPOSALS TO BE SUBMITTED

Technical proposals are solicited from interested and qualified U.S. firms. The administrative and technical requirements as detailed throughout the Request for Proposals (RFP) will apply. Specific proposal format and content requirements are detailed in Section 3.

The amount for the contract has been established by a USTDA grant of US\$503,000. **The USTDA grant of \$US503, 000 is a fixed amount. Accordingly, COST will not be a factor in the evaluation and therefore, cost proposals should not be submitted.** Upon detailed evaluation of technical proposals, the Grantee shall select one firm for contract negotiations.

1.4 CONTRACT FUNDED BY USTDA

In accordance with the terms and conditions of the Grant Agreement, USTDA has provided a grant in the amount of US\$503,000 to the Grantee. The funding provided under the Grant Agreement shall be used to fund the costs of the contract between the Grantee and the U.S. firm selected by the Grantee to perform the TOR. The contract must include certain USTDA Mandatory Contract Clauses relating to nationality, taxes, payment, reporting, and other matters. The USTDA nationality requirements and the USTDA Mandatory Contract Clauses are attached at Annexes 3 and 4, respectively, for reference.

Section 2: INSTRUCTIONS TO OFFERORS

2.1 PROJECT TITLE

The project is called Citrus Processing and Production Facility Feasibility Study.

2.2 DEFINITIONS

Please note the following definitions of terms as used in this RFP.

The term "Request for Proposals" means this solicitation of a formal technical proposal, including qualifications statement.

The term "Offeror" means the U.S. firm, including any and all subcontractors, which responds to the RFP and submits a formal proposal and which may or may not be successful in being awarded this procurement.

2.3 DESK STUDY REPORT

USTDA sponsored a Desk Study to address technical, financial, sociopolitical, environmental and other aspects of the proposed project. Portions of the report are attached at Annex 2 for background information only. Please note that the TOR referenced in the report are included in this RFP as Annex 5.

2.4 EXAMINATION OF DOCUMENTS

Offerors should carefully examine this RFP. It will be assumed that Offerors have done such inspection and that through examinations, inquiries and investigation they have become familiarized with local conditions and the nature of problems to be solved during the execution of the Feasibility Study.

Offerors shall address all items as specified in this RFP. Failure to adhere to this format may disqualify an Offeror from further consideration.

Submission of a proposal shall constitute evidence that the Offeror has made all the above mentioned examinations and investigations, and is free of any uncertainty with respect to conditions which would affect the execution and completion of the Feasibility Study.

2.5 PROJECT FUNDING SOURCE

The Feasibility Study will be funded under a grant from USTDA. The total amount of the grant is not to exceed US\$503,000.

2.6 RESPONSIBILITY FOR COSTS

Offeror shall be fully responsible for all costs incurred in the development and submission of the proposal. Neither USTDA nor the Grantee assumes any obligation as a result of the issuance of this RFP, the preparation or submission of a proposal by an Offeror, the evaluation of proposals, final selection or negotiation of a contract.

2.7 TAXES

Offerors should submit proposals that note that in accordance with the USTDA Mandatory Contract Clauses, USTDA grant funds shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in the Host Country.

2.8 CONFIDENTIALITY

The Grantee will preserve the confidentiality of any business proprietary or confidential information submitted by the Offeror, which is clearly designated as such by the Offeror, to the extent permitted by the laws of the Host Country.

2.9 ECONOMY OF PROPOSALS

Proposal documents should be prepared simply and economically, providing a comprehensive yet concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

2.10 OFFEROR CERTIFICATIONS

The Offeror shall certify (a) that its proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation, and is not submitted in conformity with, and agreement of, any undisclosed group, association, organization, or corporation; (b) that it has not directly or indirectly induced or solicited any other Offeror to put in a false proposal; (c) that it has not solicited or induced any other person, firm, or corporation to refrain from submitting a proposal; and (d) that it has not sought by collusion to obtain for itself any advantage over any other Offeror or over the Grantee or USTDA or any employee thereof.

2.11 CONDITIONS REQUIRED FOR PARTICIPATION

Only U.S. firms are eligible to participate in this tender. However, U.S. firms may utilize subcontractors from the Host Country for up to 20 percent of the amount of the USTDA grant for

specific services from the TOR identified in the subcontract. USTDA's nationality requirements, including definitions, are detailed in Annex 3.

2.12 LANGUAGE OF PROPOSAL

All proposal documents shall be prepared and submitted in English, and only English.

2.13 PROPOSAL SUBMISSION REQUIREMENTS

The **Cover Letter** in the proposal must be addressed to:

Mr. Lawrence Samour
HAMA for Food Industries, C/O Hama Holding for Financial Investments
105, Omar Ebn El-Khattab St., 7th floor,
Almaza, Cairo, Egypt

Tel.: +2 02 24 139 400

Fax.: +2 02 24 529 961

An Original and three copies your proposal must be received at the above address no later than 4:00 PM/16:00, on January 26, 2015

Proposals may be either sent by mail, overnight courier, or hand-delivered. Electronic submissions will be accepted in addition to hard copy. Whether the proposal is sent by mail, courier or hand-delivered, the Offeror shall be responsible for actual delivery of the proposal to the above address before the deadline. Any proposal received after the deadline will be returned unopened. The Grantee will promptly notify any Offeror if its proposal was received late.

Upon timely receipt, all proposals become the property of the Grantee.

2.14 PACKAGING

The original and each copy of the proposal must be sealed to ensure confidentiality of the information. The proposals should be individually wrapped and sealed, and labeled for content including the name of the project and designation of "original" or "copy number x." The original and three copies should be collectively wrapped and sealed, and clearly labeled, including the contact name and the name of the project.

Neither USTDA nor the Grantee will be responsible for premature opening of proposals not properly wrapped, sealed and labeled.

2.15 OFFEROR'S AUTHORIZED NEGOTIATOR

The Offeror must provide the name, title, address, telephone number, e-mail address and fax number of the Offeror's authorized negotiator. The person cited shall be empowered to make binding commitments for the Offeror and its subcontractors, if any.

2.16 AUTHORIZED SIGNATURE

The proposal must contain the signature of a duly authorized officer or agent of the Offeror empowered with the right to bind the Offeror.

2.17 EFFECTIVE PERIOD OF PROPOSAL

The proposal shall be binding upon the Offeror for ninety (90) days after the proposal due date, and Offeror may withdraw or modify this proposal at any time prior to the due date upon written request, signed in the same manner and by the same person who signed the original proposal.

2.18 EXCEPTIONS

All Offerors agree by their response to this RFP announcement to abide by the procedures set forth herein. No exceptions shall be permitted.

2.19 OFFEROR QUALIFICATIONS

As provided in Section 3, Offerors shall submit evidence that they have relevant past experience and have previously delivered advisory, feasibility study and/or other services similar to those required in the TOR, as applicable.

2.20 RIGHT TO REJECT PROPOSALS

The Grantee reserves the right to reject any and all proposals.

2.21 PRIME CONTRACTOR RESPONSIBILITY

Offerors have the option of subcontracting parts of the services they propose. The Offeror's proposal must include a description of any anticipated subcontracting arrangements, including the name, address, and qualifications of any subcontractors. USTDA nationality provisions apply to the use of subcontractors and are set forth in detail in Annex 3. The successful Offeror shall cause appropriate provisions of its contract, including all of the applicable USTDA Mandatory Contract Clauses, to be inserted in any subcontract funded or partially funded by USTDA grant funds.

2.22 AWARD

The Grantee shall make an award resulting from this RFP to the best qualified Offeror, on the basis of the evaluation factors set forth herein. The Grantee reserves the right to reject any and all proposals received.

2.23 COMPLETE SERVICES

The successful Offeror shall be required to (a) provide local transportation, office space and secretarial support required to perform the TOR if such support is not provided by the Grantee; (b) provide and perform all necessary labor, supervision and services; and (c) in accordance with best technical and business practice, and in accordance with the requirements, stipulations, provisions and conditions of this RFP and the resultant contract, execute and complete the TOR to the satisfaction of the Grantee and USTDA.

2.24 INVOICING AND PAYMENT

Deliverables under the contract shall be delivered on a schedule to be agreed upon in a contract with the Grantee. The Contractor may submit invoices to the designated Grantee Project Director in accordance with a schedule to be negotiated and included in the contract. After the Grantee's approval of each invoice, the Grantee will forward the invoice to USTDA. If all of the requirements of USTDA's Mandatory Contract Clauses are met, USTDA shall make its respective disbursement of the grant funds directly to the U.S. firm in the United States. All payments by USTDA under the Grant Agreement will be made in U.S. currency. Detailed provisions with respect to invoicing and disbursement of grant funds are set forth in the USTDA Mandatory Contract Clauses attached in Annex 4.

Section 3: PROPOSAL FORMAT AND CONTENT

To expedite proposal review and evaluation, and to assure that each proposal receives the same orderly review, all proposals must follow the format described in this section.

Proposal sections and pages shall be appropriately numbered and the proposal shall include a Table of Contents. Offerors are encouraged to submit concise and clear responses to the RFP. Proposals shall contain all elements of information requested without exception. Instructions regarding the required scope and content are given in this section. The Grantee reserves the right to include any part of the selected proposal in the final contract.

The proposal shall consist of a technical proposal only. A cost proposal is NOT required because the amount for the contract has been established by a USTDA grant of US\$503,000, which is a fixed amount.

Offerors shall submit one (1) original and three (3) copies of the proposal. Proposals received by fax cannot be accepted.

Each proposal must include the following:

- Transmittal Letter,
- Cover/Title Page,
- Table of Contents,
- Executive Summary,
- Firm Background Information,
- Completed U.S. Firm Information Form,
- Organizational Structure, Management Plan, and Key Personnel,
- Technical Approach and Work Plan, and
- Experience and Qualifications.

Detailed requirements and directions for the preparation of the proposal are presented below.

3.1 EXECUTIVE SUMMARY

An Executive Summary should be prepared describing the major elements of the proposal, including any conclusions, assumptions, and general recommendations the Offeror desires to make. Offerors are requested to make every effort to limit the length of the Executive Summary to no more than five (5) pages.

3.2 U.S. FIRM INFORMATION

A U.S. Firm Information Form in .pdf fillable format is attached at the end of this RFP in Annex 6. The Offeror must complete the U.S. Firm Information Form and include the completed U.S. Firm Information Form with its proposal.

3.3 ORGANIZATIONAL STRUCTURE, MANAGEMENT, AND KEY PERSONNEL

Describe the Offeror's proposed project organizational structure. Discuss how the project will be managed including the principal and key staff assignments for this Feasibility Study. Identify the Project Manager who will be the individual responsible for this project. The Project Manager shall have the responsibility and authority to act on behalf of the Offeror in all matters related to the Feasibility Study.

Provide a listing of personnel (including subcontractors) to be engaged in the project, including both U.S. and local subcontractors, with the following information for key staff: position in the project; pertinent experience, curriculum vitae; other relevant information. If subcontractors are to be used, the Offeror shall describe the organizational relationship, if any, between the Offeror and the subcontractor.

A manpower schedule and the level of effort for the project period, by activities and tasks, as detailed under the Technical Approach and Work Plan shall be submitted. A statement confirming the availability of the proposed project manager and key staff over the duration of the project must be included in the proposal.

3.4 TECHNICAL APPROACH AND WORK PLAN

Describe in detail the proposed Technical Approach and Work Plan (the "Work Plan"). Discuss the Offeror's methodology for completing the project requirements. Include a brief narrative of the Offeror's methodology for completing the tasks within each activity series. Begin with the information gathering phase and continue through delivery and approval of all required reports.

Prepare a detailed schedule of performance that describes all activities and tasks within the Work Plan, including periodic reporting or review points, incremental delivery dates, and other project milestones.

Based on the Work Plan, and previous project experience, describe any support that the Offeror will require from the Grantee. Detail the amount of staff time required by the Grantee or other participating agencies and any work space or facilities needed to complete the Feasibility Study.

3.5 EXPERIENCE AND QUALIFICATIONS

Provide a discussion of the Offeror's experience and qualifications that are relevant to the objectives and TOR for the Feasibility Study. If a subcontractor(s) is being used, similar information must be provided for the prime and each subcontractor firm proposed for the project.

The Offeror shall provide information with respect to relevant experience and qualifications of key staff proposed. The Offeror shall include letters of commitment from the individuals proposed confirming their availability for contract performance.

As many as possible but not more than six (6) relevant and verifiable project references must be provided for each of the Offeror and any subcontractor, including the following information:

- Project name,
- Name and address of client (indicate if joint venture),
- Client contact person (name/ position/ current phone and fax numbers),
- Period of Contract,
- Description of services provided,
- Dollar amount of Contract, and
- Status and comments.

Offerors are strongly encouraged to include in their experience summary primarily those projects that are similar to the Feasibility Study as described in this RFP.

Section 4: AWARD CRITERIA

Individual proposals will be initially evaluated by a Procurement Selection Committee of representatives from the Grantee. The Committee will then conduct a final evaluation and completion of ranking of qualified Offerors. The Grantee will notify USTDA of the best qualified Offeror, and upon receipt of USTDA's no-objection letter, the Grantee shall promptly notify all Offerors of the award and negotiate a contract with the best qualified Offeror. If a satisfactory contract cannot be negotiated with the best qualified Offeror, negotiations will be formally terminated. Negotiations may then be undertaken with the second most qualified Offeror and so forth.

The selection of the Contractor will be based on the following criteria:

The implementing firm will be an experienced consulting and/or engineering firm with a strong relevant technical background, good project management skills and experience in conducting feasibility studies of similar nature.

The firm will need to carry respect and credibility within their technical field and have an excellent knowledge of feasibility studies in both theory and practice.

Successful firms, and local sub-contractors, will be able to demonstrate the following skills and experience:

S/N	Selection Criteria	Weighted Value
1	Demonstrable understanding of food and vegetable industrial processing technologies (citrus processing in particular).	22.5%
2	An ability to establish and manage a project team comprised of: postharvest, legal, financial, architecture and environmental experts; and various engineering disciplines required for the particular needs of the project, which include postharvest, mechanical, electrical, electronic, and civil.	20%
3	Experience in producing high-quality, credible feasibility studies of similar nature, supported by examples.	22.5%
4	Experience in relevant interventions in a developing country context (Egypt and Middle East will be particularly valued).	15%
5	Familiarity with different methodologies for evaluation and assessment.	10%
6	The capability to handle necessary logistics and, if required and agreed, subcontracting.	5%
7	Excellent written and verbal communications skills in English and Arabic including ability to produce concise analytical reports.	5%
		100%

Proposals that do not include all requested information may be considered non-responsive.

Price will not be a factor in contractor selection.

ANNEX 1

Mr. Lawrence Samour
HAMA for Food Industries
C/O Hama Holding for Financial Investments 105,
Omar Ebn El-Khattab St., 7th floor, Almaza, Cairo, Egypt

Tel.: +2 02 24 139 400
Fax.: +2 02 24 529 961

Egypt: Citrus Processing and Production Facility

POC: Jennifer Van Renterghem, USTDA, 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901, Tel: (703) 875-4357, Fax: (703) 875-4009, Email: RFPQuestions@ustda.gov.
Citrus Processing and Production Facility. The Grantee invites submission of qualifications and proposal data (collectively referred to as the "Proposal") from interested U.S. firms that are qualified on the basis of experience and capability to develop a feasibility study for expanding its citrus processing and packing facilities.

Brief Project Background and Description of Grantee

Hama Holding Investment Company is comprised of seven subsidiaries focused on agriculture production, processing and marketing of fruits and vegetables. Since 1996, Hama Holding Investment Company has considerably expanded its business to become the largest citrus producer and exporter in Egypt, producing 10% of Egyptian citrus exports.

Hama Holding Investment Company established Hama for Food Industries (Hama) as an export-oriented citrus fruit processor, while another subsidiary, El Gebaly Fruit Company, supports the growing domestic market demand. Due to Hama Holding Investment Company's increased agricultural production, Hama seeks to enhance its postharvest processing capacity and capabilities.

Accordingly, Hama is implementing a three- phased expansion at their Salheya City facility, which is located in a private industrial free zone, approximately 60 miles outside of Cairo. Over a five year period, the expansion is anticipated to implement additional processing lines, cold storage capacities and new juicing and corrugated carton operations.

Brief Description of Study Components

The feasibility study will provide recommendations on the implementation of high-capacity citrus sorting, grading and packing processing lines; cold storage technology and equipment; and juicing and corrugated carton operations.

The U.S. firm selected will be paid in U.S. dollars from a \$503,000 grant to the Grantee from the U.S. Trade and Development Agency (USTDA).

A detailed Request for Proposals (RFP), which includes requirements for the Proposal, the Terms of Reference, and portions of a background desk study report are available from USTDA, at 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901. To request the RFP in PDF format, please go to: <https://www.ustda.gov/businessopps/rfpform.asp>. Requests for a mailed hardcopy version of the RFP may also be faxed to the IRC, USTDA at 703-875-4009. In the fax, please include your firm's name, contact person, address, and telephone number. Some firms have found that RFP materials sent by U.S. mail do not reach them in time for preparation of an adequate response. Firms that want USTDA to use an overnight delivery service should include the name of the delivery service and your firm's account number in the request for the RFP. Firms that want to send a courier to USTDA to retrieve the RFP should allow one hour after faxing the request to USTDA before scheduling a pick-up. Please note that no telephone requests for the RFP will be honored. Please check your internal fax verification receipt. Because of the large number of RFP requests, USTDA cannot respond to requests for fax verification. Requests for RFPs received before 4:00 PM will be mailed the same day. Requests received after 4:00 PM will be mailed the following day. Please check with your courier and/or mail room before calling USTDA.

Only U.S. firms and individuals may bid on this USTDA financed activity. Interested firms, their subcontractors and employees of all participants must qualify under USTDA's nationality requirements as of the due date for submission of qualifications and proposals and, if selected to carry out the USTDA-financed activity, must continue to meet such requirements throughout the duration of the USTDA-financed activity. All goods and services to be provided by the selected firm shall have their nationality, source and origin in the U.S. or host country. The U.S. firm may use subcontractors from the host country for up to 20 percent of the USTDA grant amount. Details of USTDA's nationality requirements and mandatory contract clauses are also included in the RFP.

Interested U.S. firms should submit their Proposal in English directly to the Grantee by 4:00 PM/16:00 local time, on January 26, 2015 at the above address. Evaluation criteria for the Proposal are included in the RFP. Price will not be a factor in contractor selection, and therefore, cost proposals should NOT be submitted. The Grantee reserves the right to reject any and/or all Proposals. The Grantee also reserves the right to contract with the selected firm for subsequent work related to the project. The Grantee is not bound to pay for any costs associated with the preparation and submission of Proposals.

ANNEX 2

Market in the Sector and Host Country

Egypt is a country in Northern Africa that borders the Mediterranean Sea, Red Sea, Libya the Gaza Strip, and Sudan. It has a total area of 1,001,450 square kilometers (sq km), of which 995,450 sq km is land. One of the challenges of Egypt is the lack of arable land, 2.87%, of which 0.79% is utilized for agriculture.

Egypt is the 16th most populous country in the world, with an estimated population of 86,895,099. From a GDP perspective, Egypt is ranked 28th in the world with an estimate of \$551.4 billion in 2013. This represents a GDP per capita of \$6,600, which places Egypt 144th in the world based on per capita. The GDP is composed of the following percentages per sector: industry 37.5%, agriculture 14.5% and services 48%.¹ With the agriculture sector representing 14.5% of the GDP, Egypt is more dependent on agriculture than developed countries but not as dependent as most developing countries.

Egyptian Agricultural Economy

Agriculture is the sector that influences every aspect of Egypt's economic structure: banking, transportation, tax and tariff structure, subsidies, local and international markets, and health. It is mentioned when discussing issues of local food sources, international trade, balance of payments, land use and water use, and basic product for food and fiber manufacturing.² In 2013, agriculture in Egypt accounted for 14.5% of the GDP, provided livelihood for about 55% of the population and accounted for 29% of the labor force.³

According to the Egyptian Ministry of Agriculture, the agribusiness sector is expected to bring in more than \$21 billion in annual revenue and create about 500,000 new jobs by the year 2020. To meet the country's need to grow 254 million MT of fruits and vegetables annually, the Ministry has set a goal of converting 1.3 million hectares of desert land into farmland by 2020. This will allow Egypt to increase exports to 38 million MT of produce annually with a projected total value of \$1.5 billion in 2020.⁴

Egypt's agriculture is highly dependent on the Nile, which is the backbone of the Egyptian economy as it provides nearly all of the water resources, 88% of which is utilized by agriculture.⁵ More than 97% of the population lives in the Nile Valley, which runs the length of the country, and in the Nile Delta. Since 1977, the Egyptian government has taken an active role in improving water delivery and irrigation practices nationwide. Most of the land is irrigated by surface (flood) irrigation and furrow irrigation based on the crop type. Micro irrigation systems, such as sprinkler or drip irrigation, are practiced on a small scale. Transferring to drip irrigation for orchard applications has been a policy encouraged since the early 2000's.⁶

¹ CIA World Factbook, www.cia.gov/library/publications/the-world-factbook/geos/eg.html

² www.egyptianagriculture.com/structure.html

³ CIA World Factbook, www.cia.gov/library/publications/the-world-factbook/geos/eg.html

⁴ Ministry of Investment, Egypt

⁵ www.egyptianagriculture.com/nile_river.html

⁶ Allam, Mohamed; "Survey on Irrigation Modernization"; Case Study From Egypt; 2002

About 94% of the total cultivated land is occupied with annual crops and 6% with permanent crops.⁷ The agriculture area increased by about 34% from 1980/84 to 2008/9 with fruit experiencing an increase of 20% annually starting in 2006/7.⁸ The leading five agriculture commodities from a total production perspective are: tomatoes (8,625,219 MT), rice (5,911,086 MT), meat – cattle/chicken/buffalo (1,646,525 MT), milk – buffalo/cow (5,900,000 MT), and grapes (1,378,815 MT). Oranges are the leading citrus commodity (2,786,397 MT), ranked 12th by the FAO.⁹

Egyptian Horticulture Sector

The main destinations for the majority of horticulture exports are Saudi Arabia, Libya and Sudan. The main export products to these destinations are oranges, cedar, strawberries, grapes, frozen vegetables, and potatoes. Exports to the European Union are increasing and include cotton, potatoes, cedar, grapes, fresh onions, oranges and dried onions.

Horticulture plays an important role in the Egyptian economy given the production and export of high value horticultural products. The factors that place horticulture in an advantageous position are the favorable agro-climatic conditions, counter-seasonal production, physical proximity to important markets, growth in industry sophistication and an increasing awareness on the part of government towards the importance of the sector.¹⁰

With regard to processed vegetables, Egypt ranks 26th in the global processed vegetable export, showing an increase of 57.6% from \$92 to \$145 million in six years. Nevertheless, there are challenges to the horticulture sector that must be addressed in order to grow the sector and especially to compete within international markets. These challenges contribute to a high field loss and low product quality. For example, postharvest losses in general have reached levels as high as 60%, which are common levels in developing countries. Specific to the postharvest handling of fruit and juice production in particular, it is estimated that postharvest losses are close to 40% due to poor packing and lack of efficient handling practices.

Market opportunities for Egypt include the processed and value added products, as well as the growing demand for organically and naturally grown horticulture products. The country is well positioned to explore and take advantage of these market opportunities.

In order to facilitate the transition towards growing competitive horticulture sectors, investments and improvements should be focused on production, postharvest handling, transportation, developing economies of scale, reducing taxes, improving quality requirements, increasing the number of industry participants, and improving technical and management skills.¹¹

⁷ El-Nahrawy, Mohamed; "country Pasture/Forage Resource Profile; FAO; 2011

⁸ Economic Affairs Department, Agricultural Statistics Bulletin (2009), Ministry of Agriculture, Cairo Egypt

⁹ Food and Agriculture Organization of the United Nations, 2012:

<http://faostat.fao.org/DesktopDefault.aspx?PageID=339&lang=en&country=59>

¹⁰ www.egyptianagriculture.com/egypt_future.html

¹¹ Lowell N. Lewis. *Egypt's Future Depends on Agriculture and Wisdom*
www.egyptianagriculture.com/egyptian_agricultureVI.pdf

Egypt Citrus Sector

Citrus fruits are the first fruit crop in international trade in terms of value. Within the citrus sector, two different markets can be distinguished:

- the fresh citrus fruits market, with a predominance of oranges, and
- the processed citrus products market, mainly orange juice.

World production of citrus fruit has experienced continuous growth during the last thirty years. For 2009/10 the total citrus production reached over 123 million MT, with oranges accounting for approximately 55% of global citrus production. The leading orange producers include: Brazil, United States of America, China, India, Mexico, Spain and Egypt.¹² As a result of the increase in area planted and harvested and the total number of bearing trees, the Egyptian 2013/14 citrus season produced roughly 2.56 MMT, which is an increase of 5% from the 2012/13 season. It is expected Egypt will retain its global ranking in 2014/15 as the 6th or 7th largest orange producer (depending on the source).¹³

Oranges are cultivated in almost all 27 governorates of Egypt, with the main production area concentrated in the Nile Delta governorates of Qalyoubia, Beheira, Sharqiya, Ismailia, and Menufia. There are six varieties of oranges grown in Egypt that include the Navel and Valencia varieties.

The domestic market represents about 1.375 MMT and experienced an increase of less than 1% in 2013/14. The domestic market is subject to price fluctuations and a wide range of pricing influenced by the income level of the micro geographical market.

The Navel and Valencia varieties are the main varieties grown for export. It is estimated that orange exports in 2013/14 will reach 1.1 MMT, which is up 10% compared to the previous year. This increase in exports will most-likely ensure that Egypt will remain the world's second largest orange exporter after South Africa. In addition to the increase in export quantity, an increased value of the U.S. dollar relative to the Egyptian pound would ensure stronger returns for the Egyptian suppliers.

In 2012/13, Egypt orange producers exported mainly to the European Union, Russia, Saudi Arabia, Ukraine, the United Arab Emirates and Iraq. Russia is Egypt's leading export destination and accounts for about 25% of Egypt's total orange exports. It is expected that Russia will remain the top export destination for 2014/15.

Project Description

Project Objective

Hama Holdings established the subsidiary Hama for Food Industries with the expectation that the subsidiary would implement the leading citrus postharvest processing technology to ensure the highest quality product to meet a growing export market. Since 2006, Hama for Food Industries has been processing the highest quality citrus production sourced from orchards within the Hama

¹² Food and Agriculture Organization of the United Nations, 2012:

<http://faostat.fao.org/DesktopDefault.aspx?PageID=339&lang=en&country=59>

¹³ GAIN Report, USDA Foreign Agricultural Service; Citrus Annual Report 2013/14

Holdings portfolio of subsidiaries. Due to expanding agricultural production through investments made by the Hama Holding Investment Company in acquiring acreage and planting orchards in recent years, there is a strong need to increase the postharvest processing capacity and capability (cold storage, juicing, etc.) of the Hama for Food Industries operation located in Salheya City.

Therefore, the objective of the Feasibility Study is to formulate a range of options for the Hama for Food Industries' Phases II and III expansion and to ensure the due diligence is completed for potential financing of the expansion.

Hama for Food Industries Expansion

Since 2006, Hama for Food Industries has consistently increased its processing and storage capacity of citrus fruit in a Free Zone industrial park near Cairo. The company exported 16,000 MTs of oranges, primarily mandarin and valencia varieties, last year to major markets in Western Europe. As its current operation expanded in 2013, Hama for Food Industries expects to export more than 22,000 MT during the 2014/15 season. As of December 2013, the processing line (Line I) has the capacity to handle 30,000 MT.

In addition to the processing line expansion, Hama for Food Industries has established a 4,000 MT controlled atmosphere (CA) cold storage operation, which was completed in December 2013. The infrastructure is in place to handle an added 4,000 MT capacity with an investment in additional refrigeration capability.

Due to consistent growth in existing international markets and increasing access to new international markets, Hama for Food Industries plans to expand their facility to include additional processing lines, a juicing operation, additional cold storage capability, and a corrugated carton operation (Phases I to III). Table 1 summarizes the expansion plans.

The Phase I processing line has been in operation since 2012 and currently has a 30,000 MT processing capacity. A second line, Phase I Line II, will become operational in November of 2015. Line II will provide an additional 30,000 MT capacity.

The Phase II & III expansions will require construction involving additional processing area in order to include four processing lines (Line III - VI) with the capacity to process 45,000 MT per year per line. These lines will be similar to Line II with an ability to process 15,000 MT more citrus fruit annually due to extended processing days made possible by the additional cold storage capacity.

The Phase II & III expansions will also involve an additional cold storage capacity of 18,000 MT. The infrastructure is in place for the 4,000 MT of Phase II. Therefore, Hama for Food Industries will need to invest in a refrigeration system to handle the required refrigeration load. The cold storage expansion of Phase III, 14,000 MT capacity, will require additional infrastructure as well as all controls, refrigeration equipment, etc.

Table 1: Expansion Plans

Phase	Size (sq. m.)	Processing Capacity (MT)	Cold Storage (MT)	Juicing Capacity (MT)	Corrugated Cartons (MT)	Status
I	7,433		4,000			Completed Dec-2013
	7,725	18,000				Line I - Completed
		12,000				Line I Extension – Completed Dec-2013
		30,000				Line II – Nov 2015
II	18,364	45,000	4,000			Line III – Nov-2016
		45,000				Line IV – Nov-2017
III	8,976				11,000	May-2018
	3,488			60,000		Nov-2018
	18,364	45,000	7,000			Line V Nov-2018
		45,000	7,000	60,000	7,000	Line VI Nov-2019
Total	64,350	240,000	22,000	120,000	18,000	

In addition to the processing and cold storage capacity, Hama for Food Industries is planning to install juicing and corrugated carton operations in Phase III of the expansion. The juicing operation will be installed in two stages, 60,000 MT capacity per stage. The corrugated carton operation will also be installed in two stages, 11,000 MT and 7,000 MT capacity. Both operations will require additional infrastructure.

At the completion of Phase III, Hama for Food Industries will have the capacity to process 240,000 MT per year fresh citrus fruit with an ability to store 22,000 MT of fruit in CA cold storage. The company will also be well placed to process 120,000 MT of frozen concentrate juice. This capability will significantly enhance Hama for Food Industries export potential and ability to export at optimal product demand periods due to the storage capability.

It is important to note, in addition to the above expansion plans concerning the citrus fruit operations, Hama for Food Industries is also considering plans to establish a frozen fruit & vegetable operation, potato & onion packing operation and fresh cut processing and packing operation.

Project Sponsor's Capabilities and Commitment

Capabilities

Hama for Food Industries¹⁴ is the Grantee and a subsidiary of Hama Holding for Financial Investments (Hama Holding). Hama Holding is a privately-held Egyptian joint-stock company comprised of seven subsidiaries actively supporting agriculture production, processing and marketing of fruit and vegetables.¹⁵ Since 1996, Hama Holding has considerably expanded its business to become the largest citrus exporter in Egypt. Over the last several years, Hama Holding has consistently maintained at least a 10% market share of Egyptian citrus exports during a period in which Egypt's total fresh fruit exports have grown substantially.

Hama Holding's focus on the citrus export market has enabled the company to gain a market presence in 45 countries. The company attributes its ability to reach new export markets to high quality product and reliability. The export market growth and foreseen opportunity has justified significant investments in acreage developed into orchards that have resulted in a steady increase in agricultural production. The agricultural production is held under the subsidiary Hama for Agricultural Investments.¹⁶

Hama for Agricultural Investments was established in 2006 and operates in managing and reclaiming land for agricultural production. Currently, Hama for Agriculture Investments owns more than 1,400 acres in Wadi El Natron, 6,900 acres in New Salhia city, and 190 acres in Ras Sedr, totaling 8,490 acres of agricultural production. The agricultural production consists of oranges, pomegranates, olives, grapefruits and mandarins. The subsidiary is in the process of increasing its acreage of cultivated land in Wadi El Natron and New Salhia City, and expanding its portfolio of products.

The stable, reliable and high quality production of Hama for Agricultural Investments has contributed to another subsidiary, El Gebaly Fruit Company,¹⁷ which is the largest fresh produce exporting company in Egypt. Since its founding in 1996, El Gebaly Fruit Company has concentrated on processing citrus fruits for the domestic and international markets. According to the Egyptian Ministry of Trade and Industry, and the General Organization for Export/Import (GOEIC), it has been the largest exporter of citrus, more than 105,000 MT annually, for the past six consecutive years.

Due to the growing demand for citrus fruit both in the domestic and export markets, Hama Holding established Hama for Food Industries in 2005 with the mission to becoming a lead exporter of agriculture products. Hama for Food Industries was established by Hama Holding as a processor of high quality citrus fruit focusing on supporting the export market; while the El Gebaly Fruit Company concentrates more on the growing domestic market demand. Both companies are located at separate sites with entirely separate operations.

According to Hama Holding, Hama for Food Industries' current annual revenue is about \$7 million with a potential to achieve \$20 million in annual revenue in the near future. Hama for

¹⁴ www.hamafood.com

¹⁵ Hama Holding subsidiaries include El Gebaly Fruit, Hama for Agricultural Investments, Hama for Food Industries, Engage Trading, Hama Pack, The Egyptian Development Agriculture Production Company, and Uni-Tech Machinery

¹⁶ www.hama-agriculture.com

¹⁷ www.elgebaly.net

Food Industries exported last year 16,000 MT to major markets in Western Europe. The company expects to export more than 22,000 MT during the 2014/15 season that begins in December. In order to ensure a high quality product, Hama for Food Industries has invested in several relevant quality certifications that include OHSAS, ISO 9001/2008, ISO 22000/2005, BRC and BSCI. In addition, the company has received the U.S. Food and Drug Administration (FDA) approval, which will allow Hama for Food Industries access to the U.S. market. Hama for Food Industries is clearly distinguishing itself as a processor with an ability to provide high quality products to distant markets.

In addition to providing Hama for Food Industries a source for reliable agricultural production and a sister company with 18 years of citrus processing and exporting experience, Hama Holding provides Hama for Food Industries direct access to engineering services through Unitech Machinery that was established in 2005.¹⁸ Unitech Machinery was founded to provide machinery for production and processing for the sister subsidiaries, and high tech engineering services to the manufacturing, packing house and agricultural industry. The company is involved in technical support services, different areas of production and maintenance, including designing, manufacturing, installation of production lines, irrigation systems, filter lines, end line handling machines and packing houses. Unitech Machinery has the in-house ability to provide Hama for Food Industries technical support with regard to technology implementation and maintenance requirements. This capability within the Hama Holding portfolio of companies allows Hama for Food Industries to pursue high technology equipment while minimizing the risks that are associated with a lack of technical knowledge.

In order to ensure growth within existing and new export markets, Hama Holding established Engage Trading in 2010. Engage Trading manages the trading arm of Hama Holding and provides marketing and business development services to the Hama Holding subsidiaries, including Hama for Food Industries. The company also undertakes trading activities with a variety of local and international client companies. It markets products to 45 countries and has managed to build strong private brands in international markets.

Therefore, Hama for Food Industries is very capable to implement and successfully manage a state-of-the-art processing operation that utilizes the leading edge technology due to the following:

- Access to, and control of, a reliable agriculture production source that provides high quality citrus fruit;
- 18 years of citrus processing experience that has been able to penetrate international markets requiring high quality product;
- In-house technical support for start-up and ongoing operation of highly technical machinery; and
- Access to well-established distribution networks in over 45 major international markets.

¹⁸ www.hamaholding.com/subsidiaries/Uni-Tech/12

ANNEX 3



U.S. TRADE AND DEVELOPMENT AGENCY
Arlington, VA 22209-3901

NATIONALITY, SOURCE, AND ORIGIN REQUIREMENTS
[As of January 17, 2014]

The purpose of USTDA's nationality, source, and origin requirements is to ensure the maximum practicable participation of American contractors, technology, equipment and materials in the prefeasibility, feasibility, and implementation stages of a project.

USTDA STANDARD RULE (GRANT AGREEMENT STANDARD LANGUAGE):

Except as USTDA may otherwise agree, the following provisions shall govern the delivery of goods and professional services funded by USTDA under the Grant Agreement:

- (a) the Contractor must be a U.S. firm;
- (b) the Contractor may use U.S. subcontractors without limitation;
- (c) employees of U.S. Contractor or U.S. subcontractor firms shall be U.S. citizens, non-U.S. citizens lawfully admitted for permanent residence in the United States or non-U.S. citizens lawfully admitted to work in the United States, except as provided pursuant to subpart (d) below;
- (d) up to twenty percent (20%) of the USTDA Grant amount may be used to pay for services performed by (i) Host Country subcontractors, and/or (ii) Host Country nationals who are employees of the Contractor;
- (e) a Host Country subcontractor may only be used for specific services from the Terms of Reference identified in the subcontract;
- (f) subcontractors from countries other than the United States or Host Country may not be used;
- (g) goods purchased for performance of the Study and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and
- (h) goods and services incidental to Study support (e.g., local lodging, food, and transportation) in Host Country are not subject to the above restrictions.

NATIONALITY:

1) Application

A U.S. firm that submits a proposal must meet USTDA's nationality requirements as of the date of submission of the proposal and, if selected, must continue to meet such requirements throughout the duration of the USTDA-funded activity. These nationality provisions apply to all portions of the Terms of Reference that are funded with the USTDA grant.

2) Definitions

A "U.S. firm" is a privately owned firm that is incorporated in the U.S., with its principal place of business in the U.S., and which is either (a) more than 50% owned by U.S. citizens and/or non-U.S. citizens lawfully admitted for permanent residence in the United States, or (b) has been incorporated in the U.S. for more than three (3) years prior to the issuance date of the request for proposals; has performed similar services in the U.S. for that three (3) year period; employs U.S. citizens in more than half of its permanent full-time positions in the U.S.; and has the existing capability in the U.S. to perform the work in question.

A partnership that is organized in the U.S., has its principal place of business in the U.S., and is more than 50% owned by U.S. citizens and/or permanent residents, qualifies as a "U.S. firm".

A nonprofit organization, such as an educational institution, foundation, or association, also qualifies as a "U.S. firm" if it is incorporated in the U.S. and managed by a governing body, a majority of whose members are U.S. citizens and/or permanent residents.

SOURCE AND ORIGIN:

Definitions

"Source" means the country from which shipment is made.

"Origin" means the place of production, through manufacturing, assembly or otherwise.

Questions regarding these nationality, source and origin requirements may be addressed to the USTDA Office of General Counsel.

Version 01.17.2014

ANNEX 4

GRANT AGREEMENT

This Grant Agreement is entered into between the Government of the United States of America, acting through the U.S. Trade and Development Agency ("USTDA") and Hama for Food Industries ("Grantee"). USTDA agrees to provide the Grantee under the terms of this Grant Agreement US\$503,000 ("USTDA Grant") to fund the cost of goods and services required for a feasibility study ("Study") on the proposed Citrus Processing and Production Facility ("Project") in Egypt ("Host Country").

1. USTDA Funding

The USTDA Grant to be provided under this Grant Agreement shall be used to fund the costs of a contract between the Grantee and the U.S. firm selected by the Grantee ("Contractor") under which the Contractor will perform the Study ("Contract"). Payment to the Contractor will be made directly by USTDA on behalf of the Grantee with the USTDA Grant funds provided under this Grant Agreement.

2. Terms of Reference

The terms of reference for the Study ("Terms of Reference") are attached as Annex I and are hereby incorporated by reference into this Grant Agreement. The Study will examine the technical, financial, environmental, and other critical aspects of the proposed Project. The Terms of Reference for the Study shall also be included in the Contract.

3. Standards of Conduct

USTDA and the Grantee recognize the existence of standards of conduct for public officials and commercial entities in their respective countries. Therefore, USTDA, the Grantee, and the Contractor shall not directly or indirectly provide, offer or promise to provide money or anything of value to any public official in violation of any United States or Host Country laws relating to corruption or bribery.

4. Grantee Responsibilities

The Grantee shall undertake its best efforts to provide reasonable support for the Contractor, such as local transportation, office space, and secretarial support.

5. Contract Matters and USTDA's Rights as Financier

(A) Grantee Competitive Selection Procedures

Selection of the U.S. Contractor shall be carried out by the Grantee according to its established procedures for the competitive selection of contractors with advance notice of the

procurement published online through *Federal Business Opportunities* (www.fedbizopps.gov). Upon request, the Grantee will submit these contracting procedures and related documents to USTDA for information and/or approval.

(B) USTDA's Right to Approve Contractor Selection

The Grantee shall notify USTDA at the address of record set forth in Article 16 below upon selection of the Contractor to perform the Study. USTDA then shall notify the Grantee whether or not USTDA approves the Grantee's Contractor selection. Upon USTDA approval of the Grantee's Contractor selection, the Grantee shall notify in writing the U.S. firms that submitted unsuccessful proposals to perform the Study that they were not selected. The Grantee and the Contractor then shall enter into a Contract for performance of the Study.

(C) USTDA's Right to Approve Contract Between Grantee and Contractor

(1) Contract

The Grantee and the Contractor shall enter into a Contract for performance of the Study. The Grantee (or the Contractor on the Grantee's behalf) shall transmit to USTDA, at the address set forth in Article 16 below, a photocopy of an English language version of the signed Contract or a final negotiated draft version of the Contract. USTDA then shall notify the Grantee and the Contractor whether or not USTDA approves the Contract.

(2) Amendments and Assignments

The Grantee or the Contractor may submit any proposed amendment to the Contract, including any proposed amendment to any annex thereto, or any proposed assignment of the Contract, to USTDA at the address set forth in Article 16 below. USTDA then shall notify the Grantee and the Contractor whether or not USTDA approves the proposed amendment or assignment.

(D) USTDA Not a Party to the Contract

It is understood by the parties that USTDA has reserved certain rights such as, but not limited to, the right to approve the terms of the Contract and any amendments thereto, including assignments, the selection of all contractors, the Terms of Reference, the Final Report, and any and all documents related to any Contract funded under the Grant Agreement. The parties hereto further understand and agree that USTDA, in reserving any or all of the foregoing approval rights, has acted solely as a financing entity to assure the proper use of U.S. Government funds, and that any decision by USTDA to exercise or refrain from exercising these approval rights shall be made as a financier in the course of funding the Study and shall not be construed as making USTDA a party to the Contract. The parties hereto understand and agree that USTDA may, from time to time, exercise the foregoing approval rights, or discuss matters related to these rights and the Project with the parties to

the Contract or any subcontract, jointly or separately, without thereby incurring any responsibility or liability to such parties. Any approval or failure to approve by USTDA shall not bar the Grantee or USTDA from asserting any right they might have against the Contractor, or relieve the Contractor of any liability which the Contractor might otherwise have to the Grantee or USTDA.

(E) Grant Agreement Controlling

Regardless of USTDA approval, the rights and obligations of any party to the Contract or any subcontract thereunder must be consistent with this Grant Agreement. In the event of any inconsistency between the Grant Agreement and the Contract or any subcontract funded by the Grant Agreement, the Grant Agreement shall control.

6. Disbursement Procedures

(A) USTDA Approval of Contract Required

USTDA will make disbursements of USTDA Grant funds directly to the Contractor only after USTDA approves the Grantee's Contract with the Contractor.

(B) Contractor Invoice Requirements

The Grantee should request disbursement of funds by USTDA to the Contractor for performance of the Study by submitting invoices in accordance with the procedures set forth in the USTDA Mandatory Contract Clauses in Annex II.

7. Effective Date

The effective date of this Grant Agreement ("Effective Date") shall be the date of signature by both parties or, if the parties sign on different dates, the date of the last signature. In the event that only one signature is dated, such date shall constitute the Effective Date.

8. Study Schedule

(A) Study Completion Date

The completion date for the Study, which is September 30, 2015, is the date by which the parties estimate that the Study will have been completed.

(B) Time Limitation on Disbursement of USTDA Grant Funds

Except as USTDA may otherwise agree, (i) no USTDA funds may be disbursed under this Grant Agreement for goods and services which are provided prior to the Effective Date of the Grant Agreement; and (ii) no USTDA funds may be disbursed more than four (4) years after the Effective Date of the Grant Agreement.

9. USTDA Mandatory Contract Clauses

All contracts funded under this Grant Agreement shall include the USTDA Mandatory Contract Clauses set forth in Annex II to this Grant Agreement. All subcontracts funded or partially funded with USTDA Grant funds shall include the USTDA Mandatory Contract Clauses, except for Clauses B(1), G, H, I, and S.

10. Use of U.S. Carriers

(A) Air

Transportation by air of persons or property funded under this Grant Agreement shall be on U.S. flag carriers in accordance with the Fly America Act, 49 U.S.C. 40118, to the extent service by such carriers is available, as provided under applicable U.S. Government regulations.

(B) Marine

Transportation by sea of property funded under this Grant Agreement shall be on U.S. carriers in accordance with U.S. cargo preference law.

11. Nationality, Source and Origin

Except as USTDA may otherwise agree, the following provisions shall govern the delivery of goods and professional services funded by USTDA under the Grant Agreement:

- (a) the Contractor must be a U.S. firm;
- (b) the Contractor may use U.S. subcontractors without limitation;
- (c) employees of U.S. Contractor or U.S. subcontractor firms shall be U.S. citizens, non-U.S. citizens lawfully admitted for permanent residence in the United States or non-U.S. citizens lawfully admitted to work in the United States, except as provided pursuant to subpart (d) below;
- (d) up to twenty percent (20%) of the USTDA Grant amount may be used to pay for services performed by (i) Host Country subcontractors, and/or (ii) Host Country nationals who are employees of the Contractor;
- (e) a Host Country subcontractor may only be used for specific services from the Terms of Reference identified in the subcontract;
- (f) subcontractors from countries other than the United States or Host Country may not be used;
- (g) goods purchased for performance of the Study and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and

(h) goods and services incidental to Study support (e.g., local lodging, food, and transportation) in Host Country are not subject to the above restrictions.

USTDA will make available further details concerning these provisions upon request.

12. Taxes

USTDA funds provided under this Grant Agreement shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in Host Country, except for taxes of a de minimis nature imposed on local lodging, food, transportation, or airport arrivals or departures. Neither the Grantee nor the Contractor will seek reimbursement from USTDA for taxes, tariffs, duties, fees or other levies, except for taxes of a de minimis nature referenced above.

13. USTDA Project Evaluation

The parties will cooperate to assure that the purposes of the Grant Agreement are accomplished. For five (5) years following receipt by USTDA of the Final Report, the Grantee agrees to respond to any reasonable inquiries from USTDA about the status of the Project. Inquiries will include, but not be limited to, whether the Final Report recommendations have been or will be used to implement the Project, anticipated Project implementation timeline, and likely source of financing. In addition, the Grantee agrees to notify USTDA any time the Grantee selects a new primary contact person for this Project during the five-year period referenced above.

14. Recordkeeping and Audit

The Grantee agrees to maintain books, records, and other documents relating to the Study and this Grant Agreement adequate to demonstrate implementation of its responsibilities under this Grant Agreement, including the selection of contractors, receipt and approval of Contract deliverables, and approval or disapproval of Contractor invoices for payment by USTDA. Such books, records, and other documents shall be separately maintained for three (3) years after the date of the final disbursement by USTDA. The Grantee shall afford USTDA or its authorized representatives the opportunity at reasonable times to review books, records, and other documents relating to the Study and the Grant Agreement.

15. Representation of Parties

For all purposes relevant to this Grant Agreement, the Government of the United States of America will be represented by the U. S. Ambassador to Host Country or USTDA and Grantee will be represented by its Managing Director. The parties hereto may, by written notice, designate additional representatives for all purposes under this Grant Agreement.

16. Addresses of Record for Parties

Any notice, request, document, or other communication submitted by either party to the other under the Grant Agreement shall be in writing or through an electronic medium that produces a

tangible record of the transmission, such as a facsimile or e-mail message, and will be deemed duly given or sent when delivered to such party at the following:

To: Mr. Lawrence Samour
HAMA for Food Industries, C/O Hama Holding for Financial Investments
Address: 105, Omar Ebn El-Khattab St., Almaza, Cairo, Egypt.

Phone: +2 02 24 139 400
Fax: +2 02 24 529 961
E-Mail: l.samour@Hamaholding.com

To: U.S. Trade and Development Agency
1000 Wilson Boulevard, Suite 1600
Arlington, Virginia 22209-3901
USA

Phone: (703) 875-4357
Fax: (703) 875-4009
E-Mail: *MENA_Europe@ustda.gov*

All such communications shall be in English, unless the parties otherwise agree in writing. In addition, the Grantee shall provide the Commercial or Economic Section of the U.S. Embassy in Host Country with a copy of each communication sent to USTDA.

Any communication relating to this Grant Agreement shall include the following fiscal data:

Appropriation No.: 11 11/161001
Activity No.: 2014-21022A
Reservation No.: 2014313
Grant No.: GH201421313

17. Implementation Letters

To assist the Grantee in the implementation of the Study, USTDA may, from time to time, issue implementation letters that will provide additional information about matters covered by this Grant Agreement. USTDA may also issue implementation letters to (i) extend the estimated completion date set forth in Article 8(A) above, or (ii) change the fiscal data set forth in Article 16 above. The parties may also use jointly agreed upon implementation letters to confirm and record their mutual understanding of matters covered by this Grant Agreement.

18. Grant Agreement Amendments

Either party may submit to the other party at any time a proposed amendment to the Grant Agreement. A Grant Agreement amendment shall be effective only if it has been signed by both parties.

19. Termination Clause

Either party may terminate this Grant Agreement by giving the other party written notice thereof. The termination of the Grant Agreement will end any obligations of the parties to provide financial or other resources for the Study, except for payments that may be made pursuant to Clause H of the USTDA Mandatory Contract Clauses set forth in Annex II to this Grant Agreement. This article and Articles 5, 12, 13, 14, and 21 of the Grant Agreement shall survive termination of the Grant Agreement.

20. Non-waiver of Rights and Remedies

No delay in exercising any right or remedy accruing to either party in connection with the Grant Agreement shall be construed as a waiver of such right or remedy.

21. U.S. Technology and Equipment

By funding this Study, USTDA seeks to promote the project objectives of the Host Country through the use of U.S. technology, goods, and services. In recognition of this purpose, the Grantee agrees that it will allow U.S. suppliers to compete in the procurement of technology, goods and services needed for Project implementation.

22. Governing Law

This Grant Agreement shall be governed by, and construed in accordance with, the applicable laws of the United States of America. In the absence of federal law, the laws of the State of New York shall apply.

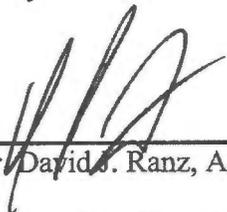
23. Counterparts

This Grant Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Counterparts may be delivered via electronic mail or other transmission method and any counterpart so delivered shall be deemed to be valid and effective for all purposes.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Government of the United States of America and Hama for Food Industries, each acting through its duly authorized representative, have caused this Grant Agreement to be signed in the English language in their names and delivered as of the day and year written below. In the event that this Grant Agreement is signed in more than one language, the English language version shall govern.

**For the Government of the
United States of America**
Embassy of US, Cairo

By: 
Mr. David J. Ranz, A/DCM

Date: September 23, 2014

For Hama for Food Industries

By: 
Mr. Lawrence Samour

Date: September 23, 2014

Witnessed:

By: 
Ann Bacher

Witnessed:

By: 
Atef Gomaa

Annex I -- Terms of Reference

Annex II -- USTDA Mandatory Contract Clauses

Annex II

USTDA Mandatory Contract Clauses

A. USTDA Mandatory Clauses Controlling

The parties to this Contract acknowledge that this Contract is funded in whole or in part by the U.S. Trade and Development Agency ("USTDA") under the Grant Agreement between the Government of the United States of America acting through USTDA and Hama for Food Industries ("Client"), dated _____ ("Grant Agreement"). The Client has selected _____ ("Contractor") to perform the feasibility study ("Study") for the Citrus Processing and Production Facility project ("Project") in Egypt ("Host Country"). The Client and the Contractor are the parties to this Contract, and they hereinafter are referred to collectively as the "Contract Parties." Notwithstanding any other provisions of this Contract, the following USTDA Mandatory Contract Clauses shall govern. All subcontracts entered into by Contractor funded or partially funded with USTDA Grant funds shall include these USTDA Mandatory Contract Clauses, except for Clauses B(1), G, H, I, and S. In addition, in the event of any inconsistency between the Grant Agreement and the Contract or any subcontract thereunder, the Grant Agreement shall be controlling.

B. USTDA as Financier

(1) USTDA Approval of Contract

This Contract, and any amendment thereto, including any amendment to any annex thereto, and any proposed assignment of this Contract, must be approved by USTDA in writing in order to be effective with respect to the expenditure of USTDA Grant funds. USTDA will not authorize the disbursement of USTDA Grant funds until the Contract conforms to modifications required by USTDA during the Contract review process and the Contract has been formally approved by USTDA. To make this review in a timely fashion, USTDA must receive from either the Client or the Contractor an English language version of a final negotiated draft Contract or a signed Contract to the attention of the General Counsel's office at USTDA's address listed in Clause M below.

(2) USTDA Not a Party to the Contract

It is understood by the Contract Parties that USTDA has reserved certain rights such as, but not limited to, the right to approve the terms of this Contract and amendments thereto, including assignments, the selection of all contractors, the Terms of Reference, the Final Report, and any and all documents related to any contract funded under the Grant Agreement. The Contract Parties hereto further understand and agree that USTDA, in reserving any or all of the foregoing approval rights, has acted solely as a financing entity to assure the proper use of United States Government funds, and that any decision by USTDA to exercise or refrain from exercising these approval

rights shall be made as a financier in the course of financing the Study and shall not be construed as making USTDA a party to the Contract. The Contract Parties hereto understand and agree that USTDA may, from time to time, exercise the foregoing approval rights, or discuss matters related to these rights and the Project with the Contract Parties or the parties to any subcontract, jointly or separately; and in consideration of USTDA's role as financier, the Contract Parties further agree that USTDA's rights may be exercised without thereby incurring any responsibility or liability, in contract, tort, or otherwise, to the Contract Parties or the parties to any subcontract. Any approval or failure to approve by USTDA shall not bar the Client or USTDA from asserting any right they might have against the Contractor, or relieve the Contractor of any liability which the Contractor might otherwise have to the Client or USTDA.

C. Nationality, Source and Origin

Except as USTDA may otherwise agree, the following provisions shall govern the delivery of goods and professional services funded by USTDA under the Grant Agreement:

- (a) the Contractor must be a U.S. firm;
- (b) the Contractor may use U.S. subcontractors without limitation;
- (c) employees of U.S. Contractor or U.S. subcontractor firms shall be U.S. citizens, non-U.S. citizens lawfully admitted for permanent residence in the United States or non-U.S. citizens lawfully admitted to work in the United States, except as provided pursuant to subpart (d) below;
- (d) up to twenty percent (20%) of the USTDA Grant amount may be used to pay for services performed by (i) Host Country subcontractors, and/or (ii) Host Country nationals who are employees of the Contractor;
- (e) a Host Country subcontractor may only be used for specific services from the Terms of Reference identified in the subcontract;
- (f) subcontractors from countries other than the United States or Host Country may not be used;
- (g) goods purchased for performance of the Study and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and
- (h) goods and services incidental to Study support (e.g., local lodging, food, and transportation) in Host Country are not subject to the above restrictions.

USTDA will make available further details concerning these provisions upon request.

D. Recordkeeping and Audit

The Contractor and subcontractors funded under the Grant Agreement shall maintain, in accordance with generally accepted accounting procedures, books, records, and other documents, sufficient to reflect properly all transactions under or in connection with the Contract. These books, records, and other documents shall clearly identify and track the use and expenditure of USTDA funds, separately from other funding sources. Such books, records, and documents shall be maintained during the period of performance of work provided for by this Contract, and for a period of three (3) years after final disbursement by USTDA. The Contractor and subcontractors shall afford USTDA, or its authorized representatives, the opportunity at reasonable times for inspection and audit of such books, records, and other documentation.

E. U.S. Carriers

(1) Air

Transportation by air of persons or property funded under the Grant Agreement shall be on U.S. flag carriers in accordance with the Fly America Act, 49 U.S.C. 40118, to the extent service by such carriers is available, as provided under applicable U.S. Government regulations.

(2) Marine

Transportation by sea of property funded under the Grant Agreement shall be on U.S. carriers in accordance with U.S. cargo preference law.

F. Workman's Compensation Insurance

The Contractor shall provide adequate Workman's Compensation Insurance coverage for work performed under this Contract.

G. Disbursement Procedures

(1) USTDA Approval of Contract

Disbursement of Grant funds will be made only after USTDA approval of this Contract.

(2) Payment Schedule Requirements

A payment schedule for disbursement of Grant funds to the Contractor shall be included in this Contract. Such payment schedule must conform to the following USTDA requirements: (1) up to twenty percent (20%) of the total USTDA Grant amount may be used as a mobilization payment; (2) all other payments, with the exception of the final payment, shall be based upon Contract performance milestones; and (3) the final payment may be no less than fifteen percent (15%) of the total USTDA Grant amount, payable upon approval by USTDA of a Final Report that has been (i) prepared and submitted in accordance with the requirements set forth in Clause I below, and (ii) approved in writing by the Client in the manner provided for by Clause G(3)(b)(iii) below. Invoicing procedures for all payments are described below.

(3) Contractor Invoice Requirements

USTDA will make all disbursements of USTDA Grant funds directly to the Contractor. The Contractor must provide USTDA with an ACH Vendor Enrollment Form (available from USTDA) with the first invoice. The Client shall request disbursement of funds by USTDA to the Contractor for performance of the Contract by submitting the following to USTDA:

(a) Contractor's Invoice

The Contractor's invoice shall include reference to an item listed in the Contract payment schedule, the requested payment amount, and an appropriate certification by the Contractor, as follows:

(i) For a mobilization payment (if any):

“As a condition for this mobilization payment, the Contractor certifies that it will perform all work in accordance with the terms of its Contract with the Client. To the extent that the Contractor does not comply with the terms and conditions of the Contract, including the USTDA Mandatory Contract Clauses contained therein, it will, upon USTDA’s request, make an appropriate refund to USTDA.”

(ii) For Contract performance milestone payments:

“The Contractor has performed the work described in this invoice in accordance with the terms of its Contract with the Client and is entitled to payment thereunder. To the extent the Contractor has not complied with the terms and conditions of the Contract, including the USTDA Mandatory Contract Clauses contained therein, it will, upon USTDA's request, make an appropriate refund to USTDA.”

(iii) For final payment:

“The Contractor has performed the work described in this invoice in accordance with the terms of its Contract with the Client and is entitled to payment thereunder. Specifically, the Contractor has submitted the Final Report to the Client, as required by the Contract, and received the Client’s approval of the Final Report. To the extent the Contractor has not complied with the terms and conditions of the Contract, including the USTDA Mandatory Contract Clauses contained therein, it will, upon USTDA’s request, make an appropriate refund to USTDA.”

(b) Client's Approval of the Contractor's Invoice

(i) The invoice for a mobilization payment must be approved in writing by the Client.

(ii) For Contract performance milestone payments, the following certification by the Client must be provided on the invoice or separately:

“The services for which disbursement is requested by the Contractor have been performed satisfactorily, in accordance with applicable Contract provisions and the terms and conditions of the USTDA Grant Agreement.”

(iii) For final payment, the following certification by the Client must be provided on the invoice or separately:

“The services for which disbursement is requested by the Contractor have been performed satisfactorily, in accordance with applicable Contract provisions and the terms and conditions of the USTDA Grant Agreement. The Final Report submitted by the Contractor has been reviewed and approved by the Client.”

(c) USTDA Address for Disbursement Requests

Requests for disbursement shall be submitted to the attention of the Finance Department at USTDA's address listed in Clause M below, or by e-mail to invoices@ustda.gov.

H. Termination

(1) Method of Termination

Either Contract Party may terminate this Contract upon giving written notice to the other party and USTDA. This notice shall be effective after either 30 days, or any other period set forth elsewhere in this Contract. Furthermore, this Contract shall terminate immediately upon notification of USTDA’s termination of the Grant Agreement or the term of availability of any funds thereunder.

(2) Ramifications of Termination

In the event that this Contract is terminated prior to completion, the Contractor will be eligible, subject to USTDA approval, for payment for the value of the work performed pursuant to the terms of this Contract. Likewise, in the event of such termination, USTDA is entitled to receive from the Contractor all USTDA Grant funds previously disbursed to the Contractor (including but not limited to mobilization payments) which exceed the value of the work performed pursuant to the terms of this Contract.

(3) Survivability

Clauses B, D, G, H, N and S of the USTDA Mandatory Contract Clauses shall survive the termination of this Contract.

I. USTDA Final Report

(1) Definition

“Final Report” shall mean the Final Report described in the attached Annex I Terms of Reference or, if no such “Final Report” is described therein, “Final Report” shall mean a substantive and comprehensive report of work performed in accordance with the attached Annex I Terms of Reference, including any documents delivered to the Client.

(2) Final Report Submission Requirements

The Contractor shall provide the following to USTDA:

(a) One (1) complete hard copy of the Final Report for USTDA's records. This version shall have been approved by the Client in writing and must be in the English language. It is the responsibility of the Contractor to ensure that confidential information, if any, contained in this version be clearly marked. USTDA will maintain the confidentiality of such information in accordance with applicable law.

and

(b) One (1) hard copy of the Final Report suitable for public distribution (“Public Version”). The Public Version shall have been approved by the Client in writing and must be in the English language. As this version will be available for public distribution, it must not contain any confidential information. If the report in (a) above contains no confidential information, it may be used as the Public Version. In any event, the Public Version must be informative and contain sufficient Project detail to be useful to prospective equipment and service providers.

and

(c) Two (2) CD-ROMs, each containing a complete copy of the Public Version of the Final Report. The electronic files on the CD-ROMs shall be submitted in a commonly accessible read-only format. As these CD-ROMs will be available for public distribution, they must not contain any confidential information. It is the responsibility of the Contractor to ensure that no confidential information is contained on the CD-ROMs.

The Contractor shall also provide one (1) hard copy of the Public Version of the Final Report to the Commercial or Economic Section of the U.S. Embassy in Host Country for informational purposes.

(3) Final Report Presentation

All Final Reports submitted to USTDA must be paginated and include the following:

(a) The front cover of every Final Report shall contain the name of the Client, the name of the Contractor who prepared the report, a report title, USTDA's logo, and USTDA's address. If the complete version of the Final Report contains confidential information, the Contractor shall be responsible for labeling the front cover of that version of the Final Report with the term "Confidential Version". The Contractor shall be responsible for labeling the front cover of the Public Version of the Final Report with the term "Public Version". The front cover of every Final Report shall also contain the following disclaimer:

"This report was funded by the U.S. Trade and Development Agency (USTDA), an agency of the U.S. Government. The opinions, findings, conclusions or recommendations expressed in this document are those of the author(s) and do not necessarily represent the official position or policies of USTDA. USTDA makes no representation about, nor does it accept responsibility for, the accuracy or completeness of the information contained in this report."

(b) The inside front cover of every Final Report shall contain USTDA's logo, USTDA's address, and USTDA's mission statement. Camera-ready copy of USTDA Final Report specifications will be available from USTDA upon request.

(c) The Contractor shall affix to the front of the CD-ROM a label identifying the Host Country, USTDA Activity Number, the name of the Client, the name of the Contractor who prepared the report, a report title, and the following language:

"The Contractor certifies that this CD-ROM contains the Public Version of the Final Report and that all contents are suitable for public distribution."

(d) The Contractor and any subcontractors that perform work pursuant to the Grant Agreement must be clearly identified in the Final Report. Business name, point of contact, address, telephone and fax numbers, and e-mail address shall be included for Contractor and each subcontractor.

(e) The Final Report, while aiming at optimum specifications and characteristics for the Project, shall identify the availability of prospective U.S. sources of supply. Business name, point of contact, address, telephone and fax numbers, and e-mail address shall be included for each commercial source.

(f) The Final Report shall be accompanied by a letter or other notation by the Client which states that the Client approves the Final Report. A certification by the Client to this effect provided on or with the invoice for final payment will meet this requirement.

(g) The Client, USTDA, and the Commercial and/or Economic Section(s) of the U.S. Embassy in Host Country shall have irrevocable, worldwide, royalty-free, non-exclusive rights to use and distribute the Final Report.

J. Modifications

All changes, modifications, assignments or amendments to this Contract, including the appendices, shall be made only by written agreement by the Contract Parties hereto, subject to written USTDA approval.

K. Study Schedule

(1) Study Completion Date

The completion date for the Study, which is September 30, 2015, is the date by which the Contract Parties estimate that the Study will have been completed.

(2) Time Limitation on Disbursement of USTDA Grant Funds

Except as USTDA may otherwise agree, (a) no USTDA funds may be disbursed under this Contract for goods and services which are provided prior to the Effective Date of the Grant Agreement; and (b) no USTDA funds may be disbursed more than four (4) years after the Effective Date of the Grant Agreement.

L. Business Practices

The Contract Parties recognize the existence of standards of conduct for public officials and commercial entities in their respective countries. Therefore, the Contract Parties shall fully comply with all United States and Host Country laws relating to corruption or bribery. For example, the Contractor and its subcontractors shall fully comply with the

requirements of the Foreign Corrupt Practices Act, as amended (15 U.S.C. §§ 78dd-1 et seq.). Each Contract Party agrees that it shall require that any agent or representative hired to represent it in connection with the Study will comply with this paragraph and all laws which apply to activities and obligations of that Contract Party, including, but not limited to, those laws and obligations referenced above.

M. USTDA Address and Fiscal Data

Any communication with USTDA regarding this Contract shall be sent to the following address and include the fiscal data listed below:

U.S. Trade and Development Agency
1000 Wilson Boulevard, Suite 1600
Arlington, Virginia 22209-3901
USA

Phone: (703) 875-4357
Fax: (703) 875-4009

Fiscal Data:

Appropriation No.:	11 11/161001
Activity No.:	2014-21022A
Reservation No.:	2014313
Grant No.:	GH201421313

N. Taxes

USTDA funds provided under the Grant Agreement shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in Host Country, except for taxes of a de minimis nature imposed on local lodging, food, transportation, or airport arrivals or departures. Neither the Client nor the Contractor will seek reimbursement from USTDA for taxes, tariffs, duties, fees or other levies, except for taxes of a de minimis nature referenced above.

O. Export Licensing

The Contractor and all subcontractors are responsible for compliance with U.S. export licensing requirements, if applicable, in the performance of the Terms of Reference.

P. Contact Persons

The Client designates the following person as the contact person for matters concerning this Contract:

Name: Atef E. M. Gomaa

Title: Chief Strategy Officer
Phone: +2 0120 7666 333
Fax: +2 02 24 529 961
E-Mail: a.gomaa@hamaholding.com

The Contractor designates the following person as the contact person for matters concerning this Contract:

Name:
Title:
Phone:
Fax:
E-Mail:

If anyone designated by a Contract Party as a contact person ceases service as a contact person at any point during the ten-year period following the date of signing of this Contract, the Contract Party that had designated that contact person shall provide USTDA and the other Contract Party with the name and contact information of a replacement contact person.

Q. Liability

This Contract may include a clause that limits the liability of the Contract Parties, provided that such a clause does not (i) disclaim liability for damages that are natural, probable, and reasonably foreseeable as a result of a breach of this Contract, or (ii) limit the total amount of damages recoverable to an amount less than the total amount disbursed to the Contractor pursuant to this Contract. If any clause included by the Contract Parties is inconsistent with either or both of these limitations, it shall be invalid and unenforceable to the extent of the inconsistency.

R. Arbitration

If the Contract Parties submit any dispute arising under this Contract for arbitration, the scope of any such arbitration shall be limited to the Contract Parties' rights and/or obligations under this Contract and may not extend to any right or obligation of USTDA. The arbitrator(s) shall not arbitrate issues directly affecting the rights or obligations of USTDA.

S. Reporting Requirements

The Contractor shall advise USTDA by letter as to the status of the Project on March 1st annually for a period of two (2) years after completion of the Study. In addition, if at any time the Contractor receives follow-on work from the Client, the Contractor shall so notify USTDA and designate the Contractor's contact point including name, telephone, fax number, and e-mail address. Since this information may be made publicly available by USTDA, any information which is confidential shall be designated as such by the

Contractor and provided separately to USTDA. USTDA will maintain the confidentiality of such information in accordance with applicable law.

ANNEX 5

Terms of Reference

Objective

Hama for Food Industries (Grantee) seeks to serve its markets more efficiently and provide better quality fresh fruits and vegetables. This feasibility study (Study) will assist the Grantee by identifying and recommending improvements to its planned Phase II to III expansion, which will implement: (1) four high capacity sorting, grading, and packing processing lines; (2) 18,000 MT of controlled atmosphere cold storage technology and equipment; (3) 120,000 MT of juicing capacity; and (4) 18,000 MT of corrugated carton capacity (Project).

Task 1: Data Collection and Overall Expansion Project Assessment

Within four weeks of signing the contract, the Grantee shall provide the Contractor all relevant data and information available about the Project. Information and data to be collected includes, but is not limited to:

- Site plan;
- Utility connections;
- Soil studies;
- Local construction methods/limitations;
- Licenses/permits, etc.;
- Governmental oversight requirements;
- Engineering drawings for existing buildings;
- Surrounding road connections;
- Preliminary information on proposed new construction/equipment layout;
- List of equipment vendors with whom the Grantee is currently in contact; and,
- Detailed process and storage requirements for the facility.

After reviewing this information, the Contractor shall prepare a detailed work program for the Study. The Contractor shall send the detailed work program for review and approval to the Grantee at least 10 days prior to traveling to Cairo, Egypt for the kick-off meetings.

The Contractor shall travel to Cairo to discuss the Study work program and the Grantee shall provide a briefing of the current status of the Project. During the visit, the Contractor shall gather information on all Phases of the Grantee's Project at the estate in Salheya City, including identifying the types of equipment and materials to be procured and the key Grantee staff that will play a role in the Project's implementation.

As this Study will demand sharing a significant amount of information and close coordination between the Grantee and the Contractor, the Contractor shall also establish a dedicated cloud storage site to share large files and facilitate the exchange of information. Both the Grantee and Contractor shall have access and management authorities of the cloud storage site.

Deliverable: The Contractor shall provide a Study work program. In addition, the Contractor shall create a dedicated cloud storage site.

Task 2: Review of Phases II - III Proposed Site Construction and Equipment Layout Options

The Contractor shall review the proposed plans for the Phase II and III sites, including construction methods and practices, foundation and floor construction, and equipment layout plans. The Contractor shall recommend the most appropriate technologies to be incorporated in the current plans and suggest improvements to achieve state-of-the-art citrus processing; controlled atmosphere (CA) cold storage; juicing capabilities and corrugated carton operations. Recommendations shall also take into account that the Grantee may expand its business line to additional fruits and vegetables.

Deliverable: The Contractor shall prepare a report that includes recommendations and improvements to the proposed site, construction, and equipment layout plans based on the information provided by the Grantee in Task 1.

Task 3: Technology and Equipment Specifications

Sub-Task 3.1: Technology and Equipment Specifications

The Contractor shall present all available market information relevant to developing equipment and technology specifications to the Grantee in order to ensure optimal procurements for Phases II-III. The Grantee shall provide the Contractor with proprietary information on the following:

- Specific fruits and vegetables to be handled at the facility;
- Volumes to be handled on average per day, week, month, and year and maximum volume to be achieved over the next ten years (or a time period established by the Grantee and Contractor in Task 1);
- All processing activities to be conducted at the facility including, cleaning, sorting, grading, packing, juicing, storage, shipping for each type of fruit or vegetable; and,
- Average loading rate for CA cold storage for the new CA facility.

Sub-Task 3.2: Optimal Technology and Equipment Operation for Phases II-III

The Contractor shall assess optimal operation standards for equipment and operational environment for Phases II-III facility and equipment or technology able to meet international standards for both the processing lines and CA cold storage. The Contractor shall provide recommendations on the following:

- Optimum flow of product for each fruit/vegetable to achieve maximum efficiency within available space;
- Optimum methods for adapting processing lines to accommodate multiple fruits and vegetables available for processing at any given time, including an option to provide short-term storage upon receiving (“Work In Progress” storage) as opposed to processing;
- Recommended energy- and water-reducing technologies and environmental mitigation methodologies for the Project, including electrical power load ranges for each part of the facility and loads for each part of the building;
- Optimal lighting and energy saving technologies for the Phases II-III facility;
- Temperature and humidity ranges for Phases II-III facility, including processing rooms, cold storage, engine and control rooms, pre-cooling area, dry storage areas, offices, loading/unloading docks;
- Parameters for average volume and time period required for pre-cooling area;
- Options and optimal traffic flow pattern for each fruit and vegetable from the receiving area through processing and storage and until product is shipped;
- Optimal carbon dioxide and oxygen levels for pre-cooling and cold storage areas; and
- Insulation, air circulation range, and ventilation systems for each part of structure, including processing rooms, cold storage, engine and control rooms, pre-cooling area, dry storage areas, offices, loading/unloading docks.

Due to the required incorporation of pre-cooling units and cold storage facilities, the Contractor shall research and evaluate the local electrical utility infrastructure and conduct an in-depth analysis on the type of available secondary voltage and sustainability of reliable “clean-power” to all facility operations with an emphasis on the cold storage facilities.

Sub-Task 3.3: Technology and Equipment Selection Recommendations for Phases II-III

The Contractor shall take all information and suggestions made in 3.1 and 3.2 and recommend the latest technology and equipment appropriate for the Grantee based on plans presented in Task 1. Special emphasis shall be placed upon adding new technologies, systems, controls, computerized systems not already available in current equipment to perform tasks and improve efficiencies for the proposed processing lines and CA cold storage. For each of the recommendations, the Contractor shall provide information on potential U.S. suppliers of technology and services.

- Fresh fruit operation (sorting, grading, and packing) – The Contractor shall review Grantee specifications and equipment previously identified by the Grantee for sorting, grading and packing to determine whether they meet the Grantee's needs.
- Juicing operation (extractor, finisher, evaporator/pasteurizer, cooling system, filling) – The Contractor shall make recommendations on the Phase III juicing process and necessary equipment to meet the Grantee’s expected capacity and filling needs (Bulk Frozen Concentrate Orange Juice or Not Frozen Concentrate).

- Refrigeration System – The Contractor shall provide recommendations on the Phase III refrigeration system based on system load determination; compressor/condensers to be utilized; base mounting, motor; unit accessories; electrical controls, type of condensers; unit coolers; controls and instruments; system alarms; controllers; pilot lights; programmers; demand control/load; switches; fluid service; heat recovery devices; purge system; refrigerant leak detector; refrigerant relief value/rupture disc assembly; refrigerant signs; power transmission components; condenser water systems; drain and piping; fittings; fluorocarbons/ammonia; refrigerant accessories, and such other components as the Contractor deems appropriate.
- Forklifts, other equipment, and furnishings – The Contractor shall determine the specifications for forklifts, furnishings, supplies and other equipment to be used in Phases II-III operations.

Deliverable: Based on the outcome of Sub-Tasks 3.1, 3.2 and 3.3, the Contractor shall prepare a report on equipment and technology recommendations for use in Phases II-III, which will include a selection plan based on the determined specifications for optimal equipment and technology operations standards and provide precise recommendations on the optimal equipment for the Grantee's Phase II- III facility.

Sub-Task 3.4: Cold Storage Facility Requirements for Phase II-III

The Contractor shall review the Grantee's cold storage facility specifications and construction requirements to make recommendations on the cold storage facility design. The Contractor shall recommend improvements to the specifications and construction requirements where improved technologies, advanced construction materials and techniques, and the latest equipment and controls would improve upon the Grantee's current specifications.

Deliverable: The Contractor shall prepare a report including changes to preliminary design specifications, as required, with recommendations for cold storage based on the above specifications.

Sub-Task 3.5: Training and Phases II-III Processing Line and Cold Storage Maintenance

The Contractor shall perform the following:

- Training - Recommend a systems operations and maintenance training program for Grantee staff and specify the training source, objectives and duration.
- Operation Manuals - Recommend operations manuals that will be required for the facility and all equipment, which the Grantee shall consider in contract negotiations with equipment vendors. Manuals should include step-by-step procedures required for system startup, operation, shutdown, and cleaning that will be included in the sanitation standard operating procedures (SSOP). The booklets should include the manufacturer's name, model number, parts list, and a brief description of all equipment and their basic operating features.

- Maintenance Manuals - Recommend maintenance manuals that will be required for the facility and all equipment, which the Grantee shall consider in contract negotiations with equipment vendors. Manuals should include routine maintenance procedures, possible breakdowns and repairs, and a trouble-shooting guide. The manuals shall include piping and equipment layouts and simplified wiring and control diagrams of the system as installed.
- Extra Materials - Recommend extra materials, including spare parts, for all equipment specified after approval of detail drawings. The data shall include a complete list of parts and supplies, with current unit prices and source of supply and a recommended spare parts list for 1 year of operation.

Deliverable: The Contractor shall prepare a report with recommendations for staff training that covers systems operations and maintenance. This report shall specify the operations and maintenance manuals that equipment suppliers should be required to provide the Grantee.

Sub-Task 3.6: Tender Document Preparations for Phases II-III

The Contractor shall assist the Grantee in preparation of tender documents for equipment procurement, engineering and design services, and construction of Phases II-III facilities. The documents shall meet international standards for procurement of goods and services.

Deliverable: The Contractor shall prepare draft bidding documents that the Grantee can use in an international tender for procurement of equipment, engineering and design services, and construction of Phases II-III.

Task 4: Economic Analysis of Hama Food Phases II-III

The Contractor shall develop all analyses that are needed to determine the economic viability and sustainability of the Project, to include:

- Cash flow analysis;
- Market analysis;
- Raw material availability analysis;
- Review of supply agreements, off-take agreements, if any;
- Review of competing alternative methods of achieving the same or similar project objectives; and
- Financial cost benefit analysis with options for construction, equipment, and equipment layout; evaluation of pros and cons of each alternative on the basis of capital cost, operation and maintenance cost, service and efficiency, environmental benefits, health and sanitation benefits, other location specific benefits, and cost for determination of the most viable long term solution.

The Contractor shall utilize this and other information to prepare a Life Cycle Cost Analysis (LCCA) as part of the overall project cost estimate. The LCCA shall examine the total initial capital costs to plan, design, develop, and build the project. It shall also include a detailed

analysis of the costs associated with the long-term operation of the project, which includes maintaining the facilities, equipment, and other assets financed as part of the project. Such costs include, but are not limited to, warranties, operation, maintenance, acquisition, installation, refurbishment, and disposal costs that could be encountered throughout the life of the project. The Grantee may use this analysis to compare competing pieces of equipment for the project.

Task 5: Financial Analysis

The Contractor shall verify that the financial requirements determined by the Grantee to implement the project are reasonable or determine whether an alternative assessment is appropriate. The financial analysis shall take into consideration the availability of equity and debt financing, the views of potential financing entities based on Grantee's inquiries of financial institutions to date, and the potential for the Export-Import Bank of the United States (Ex-Im) or the Overseas Private Investment Corporation (OPIC) to play a role in project implementation. The Contractor shall provide analysis to complete any and all missing elements of the financial analysis required.

Deliverable: The Contractor shall prepare a report on the economic and financial viability of Phases II-III based on the conclusions, results and forecasts of Tasks 4 and 5. A financing structure for the project will also be outlined.

Task 6: Preliminary Environmental Assessment

The Contractor shall determine the project's anticipated impact on the environment. The Contractor shall ensure that the environmental analysis will conform to local requirements, as well as those of the U.S. government and multilateral lending agencies. The Contractor shall identify potential negative impacts, such as: impact on any site or structure of historic or prehistoric importance; impact on the local community's sources of energy supply; the disruptions to the local community during construction and ongoing operation of the facility(ies) (e.g. existing transportation systems); potential noise and emission issues due to back-up generators, product handling equipment, and increased tractor-trailer or truck activity caused by product movement to and from the facility(ies); required physical changes to the proposed sites; and planning and zoning constraints. The Contractor shall discuss the extent to which the identified potential negative impacts can be mitigated and develop plans for a full environmental impact assessment when the project moves forward to the implementation stage.

The analysis will be consistent with the requirements of the local setting as determined by the Contractor.

Deliverable: The Contractor shall prepare a Preliminary Environmental Impact Assessment Report.

Task 7: Regulatory Review

The Contractor shall conduct a domestic regulatory review and analysis detailing what would be required to move Phases II-III toward implementation. If any potential regulatory barriers are

identified, the Contractor shall recommend mitigation strategies in the Final Report. If no regulatory barriers are identified, the Contractor shall state this in the Final Report.

Task 8: Development Impact Measurements

The Contractor shall provide a concrete and detailed analysis of the potential positive development impacts the Project would generate in Egypt as well as how the development impacts could be measured. While specific focus should be paid to the Project's immediate impact(s), the Contractor shall include any additional development benefits of the Project, including spin-off and demonstration effects, as appropriate. The analysis should address each of the following areas:

- Infrastructure – The Contractor shall analyze the impact that the recommended infrastructure changes would have on Egypt, such as the impact of the size and scope of cold storage facilities that would result from the Project and what benefits would this generate for Egypt.
- Market-Oriented Reform – If reforms are required to improve policies which would increase market competition, the Contractor shall provide a description of any regulations, laws, or institutional changes that are recommended and the effect they would have if implemented.
- Human Capacity Building – The Contractor shall indicate the number and type of positions required to implement, manage, and operate the Project as well as note the number of new jobs the Project would create. The Contractor shall also determine the number of people who would receive training as a result of the Project and provide a brief description of the corresponding training program.
- Technology Transfer and Productivity Enhancement – The Contractor shall provide a description of advanced technologies that would be implemented as a result of the Project. The Contractor shall provide a quantitative description of any efficiency or improvement that will be gained from the Project's implementation, such as the percentage or metric ton increase in fruits and vegetables processed at the facility and the reduction in food spoilage as a result of improved cold storage capabilities.

Deliverable: The Contractor shall prepare a Development Impact Assessment Report. The Project's social and economic impacts shall be assessed from a development standpoint, taking into account their potential influence on the advancement and modernization of the Egyptian economy, professional skills and infrastructure.

Task 9: Quality Assurance/Quality Control Plan

The Contractor shall develop a quality assurance/quality control (QA/QC) report for the Project. This document shall detail procedures the Grantee would need to follow to comply with

international best practices for the fresh fruit operation and juicing operation that include: growing, collecting, sorting, grading, packing, extractor, finisher, evaporator/pasteurizer, cooling system, filling, and shipping of fruit and vegetable product. It shall include standards to comply with international traceability requirements.

Task 10: U.S. Sources of Supply

The Contractor shall identify and provide the Grantee with contact and detailed information on U.S. sources of supply for all goods and services required to implement the Project. With approval from the Grantee, the Contractor shall provide U.S. companies with a procurement specifications sheet regarding the project opportunities. This document shall be approved by the Grantee prior to distribution.

Deliverable: The Contractor shall provide a detailed U.S. sources of supply report for the Grantee and a procurement specifications sheet regarding the project opportunities for potential vendors.

Task 11: Implementation Plan

The Contractor shall develop an Implementation Plan specifying in detail the work that will be required to implement the project. This Plan shall include:

- The sequence of steps necessary to implement the project;
- An associated timeline based on preferences of the Grantee;
- Major procurement requirement lead-times (using U.S. procurement standards as a reference); and,
- Major project management and technical issues to be considered at each phase.

Task 12: Risk Mitigation Plan

The Contractor shall prepare a Risk Management and Risk Mitigation Plan that addresses at a minimum the following:

Financing Structure Risk – The Contractor shall collaborate with the Grantee to establish guidelines and alternatives for an appropriate financing and capital structure. Possible sources include the following:

- Equity funding from U.S. equipment and services vendors;
- Public Private Partnership (PPP) financing; and,
- Public programs, including investment incentives to local banks.

Operation and Maintenance Risk – Equipment and systems will require trained technicians to operate and maintain the systems. This entails the ability of the Grantee to keep qualified and trained personnel to maintain the technical equipment. The Contractor shall assess any projected operation and maintenance risks.

Vendor Support Risk – Due to the technical nature of key process and storage equipment, the Contractor shall assess the ability of the specific vendors of the equipment recommended by the Study to provide technical support from a distance and on-site.

Product Handling Requirements Risk – Product handling is a critical factor in obtaining a high degree of quality for international markets, which is further emphasized with regard to the increased CA cold storage capability. Once the optimum product handling requirements are determined, the Contractor shall estimate the potential impact that not meeting these requirements would have on the investment return. The Contractor shall provide a worst case scenario as part of the risk assessment analysis of the Study. This will also emphasize the importance of proper equipment and proper training of facility personnel.

Electrical Power Reliability - The Contractor shall evaluate the possible alternatives of stand-by power to support primary power delivery. Emergency back-up electrical power could be necessary in order to control costly power interruptions and mitigate costly maintenance issues, specifically with regard to the cold storage units. The Contractor shall provide detailed recommendations to ensure reliable energy is available specifically to meet the peak demand of the cold storage units.

Deliverable: The Contractor shall prepare a Project Management Plan based on the results of Tasks 9 through 12, which shall include the QA/QC report, the U.S. Sources of Supply Report and Procurement Specifications Sheet, the Implementation Plan and the Risk Mitigation Plan, and outline the most adequate management strategies and procedures to carry out a project of this dimension. These Tasks combined provide essential indications on operational and monitoring aspects of project execution that will need to be well defined for the implementation of Phases II-III.

Task 13: Final Report

The Contractor shall prepare and deliver to the Grantee and USTDA a substantive and comprehensive final report of all work performed under these Terms of Reference (“Final Report”). The Final Report shall be organized according to the above tasks, and shall include all deliverables and documents that have been provided to the Grantee. The Final Report shall be prepared in accordance with Clause I of Annex II of the Grant Agreement.

ANNEX 6



USTDA-Funded Feasibility Study, Technical Assistance, or Training Grant

U.S. Firm Information Form

This form is designed to enable the U.S. Trade and Development Agency ("USTDA") to obtain information about entities and individuals proposed for participation in USTDA-funded activities. Information in this form is used to conduct screening of entities and individuals to ensure compliance with legislative and executive branch prohibitions on providing support or resources to, or engaging in transactions with, certain individuals or entities with which USTDA must comply.

USTDA Activity Number [<i>To be completed by USTDA</i>]							
Activity Type [<i>To be completed by USTDA</i>]		Feasibility Study		Technical Assistance		Other (specify)	
Activity Title [<i>To be completed by USTDA</i>]							
Full Legal Name of U.S. Firm							
Business Address (street address only)							
Telephone		Fax		Website			
Year Established (include any predecessor company(s) and year(s) established, if appropriate). Please attach additional pages as necessary.							
Type of Ownership		Publicly Traded Company					
		Private Company					
		Other (please specify)					
Please provide a list of directors and principal officers as detailed in Attachment A. Attached? (Not Applicable for U.S. Publicly Traded Company)						Yes	
If Private Company or Other (if applicable), provide a list of shareholders and the percentage of their ownership. In addition, for each shareholder that owns 15% or more shares in U.S. Firm, please complete Attachment B.							
Is the U.S. Firm a wholly-owned or partially owned subsidiary?		Yes					
		No					
If so, please provide the name of the U.S. Firm's parent company(ies). In addition, for any parent identified, please complete Attachment B.							
Is the U.S. Firm proposing to subcontract some of the proposed work to another firm?		Yes					
		No					
If yes, U.S. Firm shall complete Attachment C for each subcontractor. Attached?		Yes					
		Not applicable					
Project Manager							
Name		Surname					
		Given Name					
Address							
Telephone							
Fax							
Email							
Negotiation Prerequisites							
Discuss any current or anticipated commitments which may impact the ability of the U.S. Firm or its subcontractors to complete the Activity as proposed and reflect such impact within the project schedule.							
Identify any specific information which is needed from the Grantee before commencing negotiations.							

U.S. Firm may attach additional sheets, as necessary.

U.S. Firm's Representations

U.S. Firm shall certify to the following (or provide an explanation as to why any representation cannot be made):

1. U.S. Firm is a [check one] Corporation LLC Partnership Sole Proprietor Other:
 duly organized, validly existing and in good standing under the laws of the State of: .
 The U.S. Firm has all the requisite corporate power and authority to conduct its business as presently conducted, to submit this proposal, and if selected, to execute and deliver a contract to the Grantee for the performance of the USTDA Activity. The U.S. Firm is not debarred, suspended, or to the best of its knowledge or belief, proposed for debarment or ineligible for the award of contracts by any federal or state governmental agency or authority.
2. The U.S. Firm has included herewith, a copy of its Articles of Incorporation (or equivalent charter or document issued by a designated authority in accordance with applicable laws that provides information and authentication regarding the legal status of an entity) and a Certificate of Good Standing (or equivalent document) issued within 1 month of the date of signature below by the State of: .
 The U.S. Firm commits to notify USTDA and the Grantee if it becomes aware of any change in its status in the state in which it is incorporated. USTDA retains the right to request an updated certificate of good standing. **(U.S. publicly traded companies need not include Articles of Incorporation or Good Standing Certificate)**
3. Neither the U.S. Firm nor any of its directors and principal officers have, within the ten-year period preceding the submission of this proposal, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal or state criminal tax laws, or receiving stolen property.
4. Neither the U.S. Firm, nor any of its directors and principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 3 above.
5. There are no federal or state tax liens pending against the assets, property or business of the U.S. Firm. The U.S. Firm, has not, within the three-year period preceding the submission of this proposal, been notified of any delinquent federal or state taxes in an amount that exceeds US\$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.
6. The U.S. Firm has not commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself of its debts under any bankruptcy, insolvency or other similar law. The U.S. Firm has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.
7. The U.S. Firm certifies that it complies with USTDA Nationality, Source, and Origin Requirements and shall continue to comply with such requirements throughout the duration of the USTDA-funded activity. The U.S. Firm commits to notify USTDA and the Grantee if it becomes aware of any change which might affect U.S. Firm's ability to meet the USTDA Nationality, Source, and Origin Requirements.

The U.S. Firm shall notify USTDA if any of the representations are no longer true and correct.

U.S. Firm certifies that the information provided in this form is true and correct. U.S. Firm understands and agrees that the U.S. Government may rely on the accuracy of this information in processing a request to participate in a USTDA-funded activity. If at any time USTDA has reason to believe that any person or entity has willfully and knowingly provided incorrect information or made false statements, USTDA may take action under applicable law. The undersigned represents and warrants that he/she has the requisite power and authority to sign on behalf of the U.S. Firm.

Name		Signature	
Title			
Full Legal Name of U.S. Firm		Date	



ATTACHMENT B

USTDA-Funded Feasibility Study, Technical Assistance, or Training Grant

U.S. Firm Information Form – Shareholder(s) and Parent Company(ies)

If applicable, U.S. Firm provided a list of shareholders and the percentage of their ownership. This form shall be completed for each shareholder that owns 15% or more shares in U.S. Firm, as well as any parent corporation of the U.S. Firm (“Shareholder”). In addition, this form shall be completed for each shareholder identified in Attachment B that owns 15% or more shares in any Shareholder, as well as any parent identified in Attachment B.

USTDA Activity Number [To be completed by USTDA]	
--	--

Activity Title [To be completed by USTDA]	
---	--

Full Legal Name of U.S. Firm	
------------------------------	--

Full Legal Name of Shareholder	
--------------------------------	--

Business Address of Shareholder (street address only)	
---	--

Telephone number		Fax Number	
------------------	--	------------	--

Year Established (include any predecessor company(s) and year(s) established, if appropriate). Please attach additional pages as necessary.	
---	--

Country of Shareholder’s Principal Place of Business	
--	--

Please provide a list of directors and principal officers as detailed in Attachment A. Attached?	Yes
--	-----

Type of Ownership	Publicly Traded Company
	Private Company
	Other

If applicable, provide a list of shareholders and the percentage of their ownership. In addition, for each shareholder that owns 15% or more shares in Shareholder, please complete Attachment B.	
---	--

Is the Shareholder a wholly-owned or partially owned subsidiary?	Yes
	No

If so, please provide the name of the Shareholder’s parent(s). In addition, for any parent identified, please complete Attachment B.	
--	--

Shareholder may attach additional sheets, as necessary.



ATTACHMENT C

USTDA-Funded Feasibility Study, Technical Assistance, or Training Grant

Subcontractor Information Form

This form is designed to enable the U.S. Trade and Development Agency ("USTDA") to obtain information about entities and individuals proposed for participation in USTDA-funded activities. Information in this form is used to conduct screening of entities and individuals to ensure compliance with legislative and executive branch prohibitions on providing support or resources to, or engaging in transactions with, certain individuals or entities with which USTDA must comply.

USTDA Activity Number [*To be completed by USTDA*]

Activity Title [*To be completed by USTDA*]

Full Legal Name of Prime Contractor U.S. Firm ("U.S. Firm")

Full Legal Name of Subcontractor

Business Address of Subcontractor (street address only)

Telephone Number

Fax Number

Year Established (include any predecessor company(s) and year(s) established, if appropriate). Please attach additional pages as necessary.

Subcontractor Point of Contact

Name	Surname	
	Given Name	

Address

Telephone

Fax

Email

Subcontractor's Representations

Subcontractor shall provide the following (or any explanation as to why any representation cannot be made), made as of the date of the proposal:

1. Subcontractor is a <i>[check one]</i>	<input type="checkbox"/> Corporation	<input type="checkbox"/> LLC	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Other
--	--------------------------------------	------------------------------	--------------------------------------	--	--------------------------------

duly organized, validly existing and in good standing under the laws of: .

2. The subcontractor has all the requisite corporate power and authority to conduct its business as presently conducted, to participate in this proposal, and if the U.S. Firm is selected, to execute and deliver a subcontract to the U.S. Firm for the performance of the USTDA Activity and to perform the USTDA Activity. The subcontractor is not debarred, suspended, or to the best of its knowledge or belief, proposed for debarment or ineligible for the award of contracts by any federal or state governmental agency or authority.
3. Neither the subcontractor nor any of its directors and principal officers have, within the ten-year period preceding the submission of the Offeror's proposal, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal or state criminal tax laws, or receiving stolen property.
4. Neither the subcontractor, nor any of its directors and principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 2 above.
5. There are no federal or state tax liens pending against the assets, property or business of the subcontractor. The subcontractor, has not, within the three-year period preceding this RFP, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.
6. The subcontractor has not commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law. The subcontractor has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.
7. The Subcontractor certifies that it complies with the USTDA Nationality, Source, and Origin Requirements and shall continue to comply with such requirements throughout the duration of the USTDA-funded activity. The Subcontractor commits to notify USTDA, the Contractor, and the Grantee if it becomes aware of any change which might affect U.S. Firm's ability to meet the USTDA Nationality, Source, and Origin Requirements.

The selected Subcontractor shall notify the U.S. Firm, Grantee and USTDA if any of the representations included in its proposal are no longer true and correct.

Subcontractor certifies that the information provided in this form is true and correct. Subcontractor understands and agrees that the U.S. Government may rely on the accuracy of this information in processing a request to participate in a USTDA-funded activity. If at any time USTDA has reason to believe that any person or entity has willfully and knowingly provided incorrect information or made false statements, USTDA may take action under applicable law. The undersigned represents and warrants that he/she has the requisite power and authority to sign on behalf of the Subcontractor.

Name	<input type="text"/>	Signature	<input type="text"/>
Title	<input type="text"/>		
Full Legal Name of Subcontractor	<input type="text"/>	Date	<input type="text"/>