

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES WORKS, & GOOD SERVICES WORTH 50 & MILLION GOODS (PKR) OR ABOVE

- 1) NAME OF THE ORGANIZATION / DEPTT. PPP Node, Health Department
- 2) PROVINCIAL / LOCAL GOVT./ OTHER Provincial Government
- 3) TITLE OF CONTRACT Concession Agreement
- 4) TENDER NUMBER 33775
- 5) BRIEF DESCRIPTION OF CONTRACT Contracting out of Regional Blood Centers (RBCs) in Sindh (Sukkur & Jamshoro)
- 6) FORUM THAT APPROVED THE SCHEME Public Private Partnership Policy Board (For RBC Sukkur Rs. 2,494.69 Million) (RBC Jamshoro Rs. 2,660.04 Million)
- 7) TENDER ESTIMATED VALUE Not Applicable
- 8) ENGINEER'S ESTIMATE (For civil works only) Not Applicable
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 10 Years
- 10) TENDER OPENED ON (DATE & TIME) 27, October 2017, 2:30 PM
- 11) NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers) Not applicable (available free of cost to everyone on website)
- 12) NUMBER OF BIDS RECEIVED 8 (eight) (1- M/s FATMID Foundation for RBCs in Sukkur, Jamshoro, Shaheed Benazirabad and Karachi) (2- Sukkur Blood & Drugs Donating Society for RBCs in Sukkur and Shaheed Benazirabad) (3- M/s INDUS Hospital for RBC in Jamshoro and Shaheed Benazirabad)
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 6 (Six)
- 14) BID EVALUATION REPORT (Enclose a copy) Attached
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER **Sukkur Blood & Drugs Donating Society**
Sukkur Hospital, Opposite Eidgah, Sukkur
The Indus Hospital
C-76, Sector 31/5, Korangi Crossing, Karachi, Pakistan
- 16) CONTRACT AWARD PRICE (RBC Sukkur Rs. 2,494.69 Million) (RBC Jamshoro Rs. 2,660.04 Million)
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT Sukkur Blood & Drugs Donating Society (First, Lowest (i.e. 1st, 2nd, 3rd EVALUATION BID). The Indus Hospital (First, Lowest)
- 18) METHOD OF PROCUREMENT USED : - (Tick one)
- a) SINGLE STAGE ONE ENVELOPE PROCEDURE Local

Deputy Director (Technical)
Public Private Partnership (Node)
Health Department
Govt. of Sindh

- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE _____
- c) TWO STAGE BIDDING PROCEDURE _____
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE _____

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e. EMERGENCY, DIRECT CONTRACTING /ETC.NEGO.WITHIATIONBRIEF REASONS.ETC.WITH BRIEF REASONS:

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT Public Private Partnership Policy Board

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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21) ADVERTISEMENT :

i) SPPRA Website
(If yes, give date and SPPRA Identification No.)

Yes	33775
<input checked="" type="checkbox"/>	
No	

ii) News Papers
(If yes, give names of newspapers and dates)
SPPRA

Yes	INF-KRY 3044/17 (Dawn 10/06/17) (Jang 10/06/17) (Kawish 10/06/17) , INF-KRY 3329/17 (Dawn 10/07/2017) (Jang 09/07/17) (Kawish 09/07/17), www.pprasindh.gov.pk
<input checked="" type="checkbox"/>	
No	

22) NATURE OF CONTRACT

Domestic/ Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN.BIDDING / TENDER DOCUMENTS?

(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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24) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?

(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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C. M. Khan
Deputy Director (Technical)
Public Private Partnership (Node)
Health Department
Govt. of Sindh

29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT?
(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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31) ANY COMPLAINTS RECEIVED
(If yes, result thereof)

Yes	<input type="checkbox"/>		
No	<input checked="" type="checkbox"/>		

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS (If yes, give details)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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33) WAS THE EXTENSION MADE IN RESPONSE TIME?

(If yes, give reasons)
SPPRA

Yes	<input checked="" type="checkbox"/>	Bidders Request	
No	<input type="checkbox"/>		

34) DEVIATION FROM QUALIFICATION CRITERIA
(If yes, give detailed reasons.)

Yes	<input type="checkbox"/>		
No	<input checked="" type="checkbox"/>		

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE SUPPLIER' PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC)?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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38) SPECIAL CONDITIONS, IF ANY
(If yes, give Brief Description)

Yes	<input type="checkbox"/>		
No	<input checked="" type="checkbox"/>		

Signature & Official Stamp of
Authorized Officer _____

Deputy Director (Technical)
Public Private Partnership (Node)
Health Department
Govt. of Sindh

SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi
Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

Bid Evaluation Report

1. Name of Procuring Agency: PPP Node, Health Department
2. Tender Reference No: Sr. No 33775
3. Tender Description/Name of work/item: Contracting out of Regional Blood Centers (RBCs) in Sindh
4. Method of Procurement: Least Cost method of selection
5. Tender Published: INF-KRY 3044/17 (Dawn 10/06/2017) (Jang 10/06/2017) (Kawish 10/06/2017), INF-KRY 3329/17 (Dawn 10/07/2017) (Jang 09/07/2017) (Kawish 09/07/2017), www.pprasindh.gov.pk
6. Total Bid documents Sold: Not Applicable (Available free of cost to everyone on website site)
7. Total Bids Received: 8 (Eight) (1- M/s FATIMID Foundation for RBCs in Sukkur, Jamshoro, Shaheed Benazirabad and Karachi)
(2- Sukkur Blood & Drug Donating Society for RBCs in Sukkur and Shaheed Benazirabad)
(3- M/s INDUS Hospital for RBC in Jamshoro and Shaheed Benazirabad)
8. Technical Bid Opening date: (if applicable) 24-07-2017
9. No. of Bid technically qualified (if applicable): 8 (Eight)
10. Bid(s) Rejected: Six
11. Financial Bid Opening date: 27 October 2017

12. Bid Evaluation Report:

Bid Evaluation Report – RBC in Sukkur

S No	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance/rejection	Remarks
0	1	2	3	4	5	6
1.	Sukkur Blood & Drugs Donating Society/SBDDS	Rs.2,494.69 Millions	Lowest	Not applicable	Compliant Bid	

Bid Evaluation Report – RBC in Jamshoro

S No	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance/rejection	Remarks
0	1	2	3	4	5	6
1.	M/s Indus Hospital	Rs. 2,660.04 Millions	Lowest		Compliant Bid	

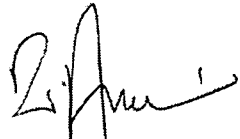
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Signatures of the Members of the Committee.



Secretary, Sindh Blood Transfusion
Authority

Dr. Zahid Ansari



Additional Secretary Technical
Health Department

Dr. Aslam Pechuho



Director, PPP Noda
Health Department

Dr. Zahid Ansari



Director General, PPP Unit
Finance Department

Khalid Sheikh



Secretary
Health Department

Dr. Fazullah Pechuho

Dr. Zahid Ansari

REQUEST FOR PROPOSAL (RFP)
CONTRACTING OUT REGIONAL BLOOD CENTRE'S RBCs) IN SINDH (KARACHI, JAMSHORO,
SHAHEED BENAZIRABAD, SUKKUR)

31 SCORING CRITERIA – EVALUATION OF TECHNICAL PROPOSALS

- The qualifying/passing score is 70 out of 100 marks in technical proposal.

EVALUATION CRITERIA	MAXIMUM SCORE
TECHNICAL EVALUATION CRITERIA	

1.	Structure of the bidding firm or the consortium, its technical capability (in house resources and experience of delivering Safe Blood Transfusion services) (Form 1 and 2)	45
2.	Project methodology (Form 3)	30
	<ul style="list-style-type: none"> i. clear approach in terms of establishing mechanisms to be responsive for fulfilling the safe blood need of the public sector hospitals and health facilities 10 ii. Understanding of the environmental and quality management aspects of the Project & Health Care Waste Management at RBC and HBB level 5 iii. Community based plan for donor mobilization and donor management 5 iv. Plan for proper record-keeping of Donors ,assessment and mobile collection units using fully automated planned MIS 5 v. An effective operations and maintenance plan that meets the scope of work and performance criteria detailed in Contract Agreement 5 	
3.	Activity schedule and manpower induction schedule (Form 6 – 9)	5
4.	Key specialist team (Form 5)	20

TOTAL SCORE	100
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Note: The TFEC may take presentation from the bidders during the technical proposal evaluation process.

* see table below:

omw

REQUEST FOR PROPOSAL (RFP)
CONTRACTING OUT REGIONAL BLOOD CENTRE'S RBCs) IN SINDH (KARACHI, JAMSHORO,
SHAHEED BENAZIRABAD, SUKKUR)

TECHNICAL EVALUATION CRITERIA	MAXIMUM SCORE
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- | | |
|--|-----|
| 1. Director Health (At-least MBBS), minimum 15 years' experience, 5 years of experience in relevant capacity to head relevant health facility | 10 |
| 2. Health Specialist Must be headed by a Clinical Pathologist/ Haematologist with at least 7 years relevant experience
(Acceptance of Appointment Letter and proof of last 4 months salary drawn from the Bidder) | 5 |
| 3. Operations Manager (at least MBBS and/or MBA), 10 years overall experience, 5 years relevant experience in operation & management of health facilities | 2.5 |
| 4. MIS Specialist (The person should have experience of 5 years administering the server and maintaining the networking between the facilities) | 2.5 |

Note on Scoring Criteria:

1. STRUCTURE OF CONSORTIUM, ITS TECHNICAL CAPABILITY AND EXPERIENCE OF DELIVERING HEALTH SERVICES	45
A) Experience of management of relevant health facilities and delivery of essential package of health services	20
i) 2 to 4 Health Facilities/Blood Banks	10
ii) 5 to 9 Health Facilities/ Blood Banks	15
iii) 10 and above Health Facilities/ Blood Banks	20
B) Experience of service delivery in Safe Blood Transfusion Services	15
i) 2 Projects	7.5
ii) 3 Projects	10
iii) 4 or above Projects	15
C) Experience of managing public sector health facilities (audited accounts) – Average revenue of last three (03) financial years	10
i) Up to PKR 100 Million	5
ii) PKR More Than 100 Million to PKR 200 Million	7.5
iii) PKR 200 Million above.	10

32 FINANCIAL EVALUATION:

The TFEC will recommend such Qualified Bidder as the Preferred Bidder who has quoted the lowest Bid Price. In case, if there is a tie in lowest quoted Bid Price then the Bidder with highest technical score shall be recommended as Preferred Bidder.

Om



Government of Sindh

Health Department

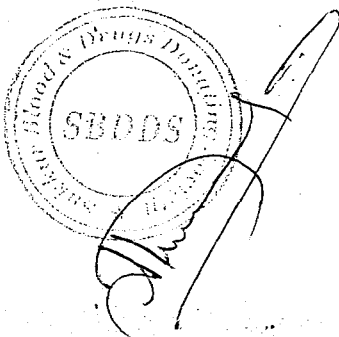
Dated 21-11/2017

To,

Sukkur Blood and Drugs Donating Society


SUBJECT: LETTER OF AWARD IN RESPECT OF CONTRACTING OUT REGIONAL BLOODCENTERS("RBCs") IN SUKKUR, SINDH PROJECT ("PROJECT")

1. With the approval of competent authority your bid for the RBC Sukkur is accepted by the department and this Letter of Award is being issued the reference as under:
 - (a) The request for proposal dated 10th June 2017 (the "RFP") and draft Concession Agreement (the "RFP Documents") issued by the Health Department, Government of Sindh (the "GOS") in accordance with Sindh Public Procurement Rules (the "SPPP Rules");
 - (b) The technical and financial bids (the "Bids") for RBCs submitted by the following qualified bidders were opened on 24th July 2017 & 27th October 2017
 - I. Sukkur Blood and Drugs Donating Society
 - II. M/s. FATIMID Foundation
2. The TFEC evaluated the Bids submitted by the qualified bidders and informed that Sukkur Blood and Drugs Donating Society (SBDDS) is considered as the Preferred Bidders (in accordance with the terms set out in the RFP documents) for the execution of the Project. This letter (the Letter of Award) is hereby issued to (SBDDS) in accordance with the relevant provisions of the RFP Documents to notify (SBDDS) that its Bid is declared as compliant in accordance with the RFP documents issued by the Health Department, GoS.
3. The Health Department, GoS, now wishes to enter into direct negotiation with your team on technical, financial and legal matters in relation to the



Project, leading to the signing of the Concession Agreement, subject to the fulfillment of conditions as set-out below:

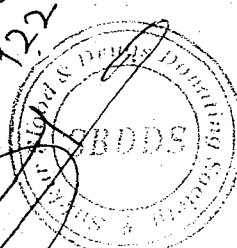
- (a) Submission of Performance Security (in accordance with the terms of the RFP Documents)
 - (b) That this Letter of Award does not form a contractual or legal relationship under the applicable laws of Pakistan between the GoS and (SBDDS).
 - (c) That by accepting the terms of this Letter of Award, (SBDDS) does not become awardee of the Project unless a Concession Agreement is duly executed, subject to the final approval of the PPP Policy Board.
4. You are therefore requested to confirm within seven (7) days from the date of receipt of this Letter of Award to confirm your willingness to commence negotiation for finalization of the Concession Agreement. All the negotiations shall be in accordance with SPPP Rules.
5. This letter of award is approved by the competent authority



**Director PPP Node
Health Department
Government of Sindh**

1. Secretary, Health Department
2. Additional Secretary Technical, Health Department
3. Secretary Sindh Blood Transfusion Authority
4. Director General PPP Unit, Finance Department

*Received original
Admin Officer
0333-7169224*



FORM 10

FINANCIAL PROPOSAL /BUDGET

Regional Blood Centers (RBCs- Sukkur)

To

Date: 22/07/2017

Health Department
Government of Sindh
Women Resource Center, Near Naval Heights, Kala Pul, Karachi.

Re: CONTRACTING OUT OF RBC-SUKKUR

Ladies and/or Gentlemen,

Having carefully examined the Bidding Documents, including the Annexes, the receipt of which is hereby acknowledged, and having satisfied ourselves with the nature and location of the works and services referenced above and the general and local conditions to be encountered in the performance thereof, we, the undersigned, propose:

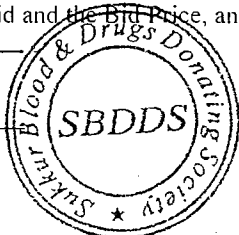
Bid Price	PKR : 2,494,693,545/- Pakistani Rupees: Two Billion Four Hundred and Ninety-Four Million Six Hundred Ninety Three Thousand Five Hundred and Forty-Five Only
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The Bid Price of the Invitation for Bids are provided in Attachment to this Financial Bid Form.

We acknowledge that the Financial Bid that we have submitted will remain fixed and will be only indexed in accordance with the terms and conditions of the Concession Agreement.

We acknowledge and agree that the Authority will not be responsible for any errors or omissions on our part in preparing this Financial Bid and the Bid Price, and we shall indemnify the Authority fully in connection therewith.

Signature



In the capacity of Sukkur Blood & Drugs Donating Society / SBDDS

Executive Director

Authorized to sign this Financial Bid Form of RBC-Sukkur

Sukkur Blood & Drugs Donating Society / SBDDS



Government of Sindh

Health Department

Dated 21-11-2017

To,

The Indus Hospital

SUBJECT: LETTER OF AWARD IN RESPECT OF CONTRACTING OUT REGIONAL BLOODCENTERS("RBCs") IN JAMSHORO, SINDH PROJECT ("PROJECT")

1. With the approval of competent authority your bid for the RBC Jamshoro is accepted by the department and this Letter of Award is being issued the reference as under:

(a) The request for proposal dated 10th June 2017 (the "RFP") and draft Concession Agreement (the "RFP Documents") issued by the Health Department, Government of Sindh (the "GOS") in accordance with Sindh Public Procurement Rules (the "SPPP Rules");

(b) The technical and financial bids (the "Bids") for RBCs submitted by the following qualified bidders were opened on 24th July 2017 & 27th October 2017

- I. The Indus Hospital
- II. M/s. FATIMID Foundation

2. The TFEC evaluated the Bids submitted by the qualified bidders and informed that The Indus Hospital (TIH) is considered as the Preferred Bidders (in accordance with the terms set out in the RFP documents) for the execution of the Project. This letter (the Letter of Award) is hereby issued to (TIH) in accordance with the relevant provisions of the RFP Documents to notify (TIH) that its Bid is declared as compliant in accordance with the RFP documents issued by the Health Department, GoS.

3. The Health Department, GoS, now wishes to enter into direct negotiation with your team on technical, financial and legal matters in relation to the Project, leading to the signing of the Concession Agreement, subject to the fulfillment of conditions as set-out below:

Handwritten signature/initials

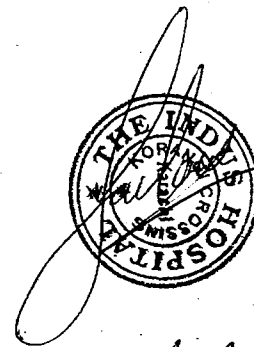


- (a) Submission of Performance Security (in accordance with the terms of the RFP Documents)
 - (b) That this Letter of Award does not form a contractual or legal relationship under the applicable laws of Pakistan between the GoS and (TIH).
 - (c) That by accepting the terms of this Letter of Award (TIH) does not become awardee of the Project unless a Concession Agreement is duly executed, subject to the final approval of the PPP Policy Board.
4. You are therefore requested to confirm within seven (7) days from the date of receipt of this Letter of Award to confirm your willingness to commence negotiation for finalization of the Concession Agreement. All the negotiations shall be in accordance with SPPP Rules.
 5. This letter of award is approved by the competent authority



**Director PPP Node
Health Department
Government of Sindh**

1. Secretary, Health Department
2. Additional Secretary Technical, Health Department
3. Secretary Sindh Blood Transfusion Authority
4. Director General PPP Unit, Finance Department



*Abdul Fasham
Team Lead
The Indus Hospital
0382-3043980*

Disclaimer: Subject to the approval of CEO & Director of Blood Bank

CONCESSION AGREEMENT

DATED AS OF JANUARY , 2018

AT: KARACHI, PAKISTAN

BETWEEN

HEALTH DEPARTMENT

**GOVERNMENT OF SINDH
(AS AUTHORITY)**

AND

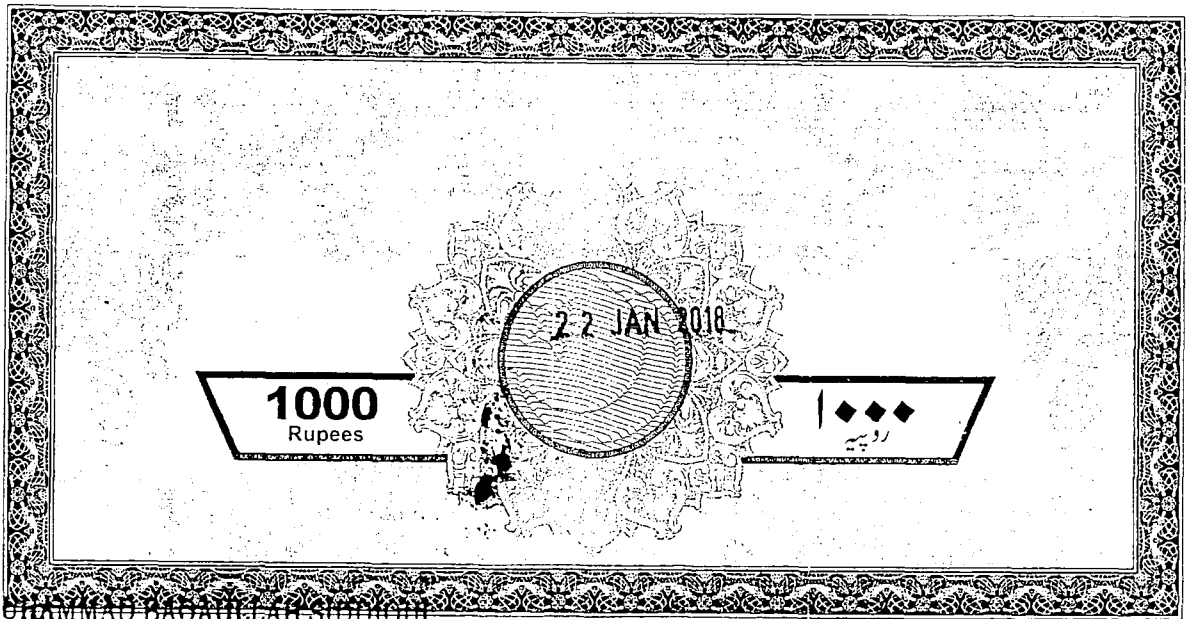
**SUKKUR BLOOD AND DRUGS DONATING SOCIETY
(AS MANAGER)**

FOR

CONTRACTING OUT OF REGIONAL BLOOD CENTERS IN SUKKUR

**SECRETARY
HEALTH DEPARTMENT
GOVERNMENT OF SINDH**





MOHAMMAD DAQAULLAH SIDDIQUI

LIC. NO: 58,

Seat No 19, City Court Karachi

S. NO. DATE ISSUED TO VENDOR THROUGH WITHAL PURPOSE VALUES STAMP VENDOR'S SIGNATURE

22 JAN 2018

(RUPEES ONE THOUSAND ONLY)

CONCESSION AGREEMENT

This AGREEMENT is made at Karachi on this the _____ day of _____, 2018 (the "Signing Date");

BETWEEN:

(1) THE GOVERNMENT OF SINDH, acting through the Secretary, Health Department, Government of Sindh, having its principal office at Sindh Secretariat, Karachi, Pakistan (hereinafter referred to as the "Authority/ GoS", which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns), of the one part;

AND

(2) SUKKUR BLOOD AND DRUGS DONATING SOCIETY , a Non Governmental organizations under Voluntary Social Welfare Agencies (Registration & Control) Ordinance, 1961, and having its registered office at Sukkur Hospital, Opposite Eidgah, Sukkur (hereinafter referred to as the, which expression shall, unless repugnant to the context or meaning thereof, include its successors-in-interest, permitted assigns and substitute), of the other part;

(the Authority / GoS and the Manager shall collectively be referred to as the "Parties" and individually as the "Party").

RECITALS:

(1) The Authority, through the Public Private Partnership Node Health Department assisted by the Public Private Partnership (PPP) Unit, Finance Department, Government of Sindh intends to contract out the management of Regional Blood Centers which were constructed by the Government of Germany through kfw-German Development Bank with the objectives of improving safe blood transfusion in line with international standards. The Authority aims to significantly improve the coverage and utilization of health-care services, quality of care, and equity of access to services by geographical areas, income levels, and women and children, thus facilitating population of the Sindh.

(2) On 10th June 2017, the Authority issued Request for Proposals (the "Request for Proposal" or "RFP") to prospective bidders for, inter alia, inviting submission of bids for the management, operations and maintenance of the RBC in Sukkur and the connected hospital blood banks as listed in Schedule D (the

(3) "Project") for the period of ten (10) years. After the technical evaluation of the bids and the subsequent financial evaluation by the Technical and Financial Evaluation Committee (TFEC)

SECRETARY HEALTH DEPARTMENT GOVERNMENT OF SINDH

Handwritten signature and official stamp of the Secretary, Health Department, Government of Sindh.

constituted for the Project, the Manager was found to be the Successful Bidder for RBC in Sukkur in terms of the RFP. In light of that, a letter of award has been issued to the Manager.

- (4) The Authority now wishes to enter into this Agreement with the Manager for the execution of the Project, subject to and on the terms and conditions set forth herein;
NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

I. DEFINITIONS

- 1.1 In this Agreement, the following words and expression shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

"Additional Cost" means the additional capital expenditure and / or the additional operating cost and / or, any adverse financial impact on the Manager and/or additional taxes and/or all of the above as the case may be, which the Manager has or would be required to incur and which has / have arisen as a consequence of Additional Services or Change in Law; provided, that the Additional Costs shall be paid to the Manager by the Authority in terms as mutually agreed between the Parties;

"Additional Services" shall have the meaning ascribed thereto in Section 16.1;

"Additional Services Notice" shall have the meaning ascribed thereto in Section 16.2.1;

"Additional Services Order" shall have the meaning ascribed thereto in Section 16.3.3;

"Affected Party" has the meaning given in Section 18.1;

"Agreement" means this Agreement, its Recitals, and Schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;

"Approved Budget" means the cost of managing operations of RBC by the Manager as mentioned in the Schedule B and shall be paid to the Manager in accordance with the provisions of this Agreement;

"Annuity Amount Payments" means the payments to be made by the Authority to the Manager at the beginning of each calendar quarter for performing its obligations under this Agreement which shall be the total aggregate of the Management Fee and Approved Budget as provided in Schedule B subject to Annuity Amount Payment Adjustment;

"Annuity Amount Payment Certificate" shall have the meaning ascribed thereto in Section 9.3.1;

"Annuity Amount Payment Date" means each such date on which the Annuity Amount Payments shall be paid by the Authority to the Manager, being the dates set out in the Annuity Amount Payment Schedule B;

Annuity Amount Payment Evaluation Date means:

- (a) in respect of the first (1st) Annuity Amount Payment Date, the Annuity Amount Payment Date;
- (b) in respect of each other Annuity Amount Payment Date, the date falling thirty (30) days immediately prior to such Annuity Amount Payment Date;

"Annuity Amount Payment Evaluation Period" means:

- (a) in respect of the first Annuity Amount Payment Date, a period equal to zero (0) days;
- (b) in respect of each other Annuity Amount Payment Date, the period between the two (2) Annuity Amount Payment Evaluation Dates falling immediately prior to such Annuity Amount Payment Date.

SECRETARY
HEALTH DEPARTMENT
GOVERNMENT OF SINDH



"Annuity Payment Account Funding Amount" means, in respect of an Annuity Amount Payment Account Funding Date relating to an Annuity Amount Payment Date, an amount equal to that set out in the Annuity Amount Payment Certificate.

"Annuity Amount Payment Account Funding Date" means the date on which the Authority shall fund the Annuity Amount Payments in the Authority Annuity Amount Payment Account for each Operational Year, as set out in the Annuity Amount Payment Schedule B;

"Annuity Amount Payment Account Standing Instructions" shall have the meaning ascribed thereto in Section 9;

"Annuity Amount Payment Adjustment" means, in relation to an Annuity Amount Payment Date, the adjustment (being an amount in Pakistani Rupees) to be made to the Annuity Amount Payment relating to such Annuity Amount Payment Date (excluding the first Annuity Amount Payment Date), as calculated through application of the Annuity Amount Payment Adjustment Formula in accordance with KPIs and as set out in the Annuity Amount Payment Certificate;

"Annuity Amount Payment Adjustment Events" shall have the meaning ascribed thereto in Section 9.2.2;

"Annuity Amount Payment Adjustment Formula" means the formula for adjusting each Annuity Amount Payment relating to an Annuity Amount Payment Date due to occurrence of Annuity Amount Payment Adjustment Events during the Annuity Amount Payment Evaluation Period relating to such Annuity Amount Payment Date, as set out in SCHEDULE B;

"Annuity Amount Payment Invoice" shall have the meaning ascribed thereto 9.4.1(a);

"Applicable Laws" means any laws, promulgated or brought into force and effect by the GoS, the Authority or any local government having jurisdiction over the Project, as well as rules, regulations, orders and notifications made pursuant to such laws, as well as, *inter alia*, judgments, decrees, injunctions, writs and orders of any Pakistan court, as may be applicable;

"Applicable Standards" means the standards, requirements, criterion and timelines (as applicable) set out in relation to and applicable to Services and the performance by the Manager of their respective obligations under this Agreement (including all Schedules attached hereto);

"Authority" shall have the meaning ascribed thereto in the Preamble;

"Authority Annuity Amount Payment Account" means the account to be established by the Authority and notified to the Operator and the Independent Auditor as an Authority Condition Precedent;

"Authority Condition Precedent" shall have the meaning ascribed thereto in Section 2.3.1.2;

"Authority Representative" means an Authority employee or representative responsible for oversight of certain functions at the RBC;

"Bid Security" means the bid security submitted by the Manager pursuant to the RFP in connection with its Bid for the Project;

"Concession" shall have the meaning ascribed thereto in Section 3;



"Capital Account" means shall have the meaning ascribed thereto in Section 10.1;

"Change in Law" means the occurrence of any of the following subsequent to the Effective Date: the modification, amendment, variation, alteration or repeal of any existing Applicable Law; or

- (i) the coming into effect of any new Applicable Law;
- (ii) changes in the interpretation, application or enforcement of any Applicable Law or judgment by any court/ Government authority;

the introduction of the requirement for the Manager to obtain any new Applicable Permits; or

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(iv) the introduction of any Taxes,

provided that Change in Law shall not include:

- (i) any statute that has been published in draft bill form or as a bill that has been placed before the legislature or that has been passed by the relevant legislature as a bill but has not come into effect prior to the date of this Agreement, which is not in the public domain;
- (ii) a draft regulation or statutory instrument or delegated legislation that has been published prior to the date of this Agreement and which is in the public domain; or

“Contract Period” means a period starting on the Operations Commencement Date and ending on the Final Expiry Date or the Termination Date (whichever is earlier);

“Effective Date” means the date notified by the Authority to the Manager as being the date on which each of the Conditions Precedent stand satisfied, waived and/or deferred;

“Events of Default” means the Authority Events of Default and/ or the Manager Events of Default, as the context may require;

“EoD Remedy Period” shall have the meaning ascribed thereto in Section 13.1.2;

“Escrow Agreement” means the agreement to be entered into between the Authority, the Manager, the Escrow Bank and any other Person agreed by the Parties;

“Escrow Account” means the bank account of the Authority, maintained and operated through irrevocable instructions issued in accordance with the Escrow Account Agreement;

“Escrow Bank” means the bank which will enter into an Escrow Account Agreement with the Authority and be the custodian of the Escrow Account;

“Final Expiry Date” means the date falling on the tenth (10th) yearly anniversary of the Operations Commencement Date; however, the Authority and the Manager may agree to extend the Final Expiry Date (and, as a result, the Concession and the Contract Period) with mutual written consent;

“Force Majeure Event” shall have the meaning ascribed thereto in Section 18.1;

“Force Majeure Notice” shall have the meaning ascribed thereto in Section 18.3;

“Force Majeure Costs” means all such costs that are directly attributable to, arise from and are a direct result of, in each case, a Force Majeure Event and shall include any additional capital expenditures; any additional construction costs; and any additional operating costs; provided, however, for the purposes of determining such costs, information contained in the Financial Model shall be relied upon;

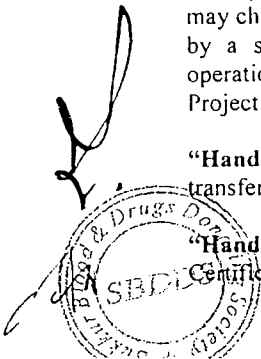
“Force Majeure Period” means the period commencing from, subject to Section 18.1, the date of occurrence of a Force Majeure Event and ending on the earlier of: (a) the date on which the Affected Party resumes or should have resumed such of its obligations the performance of which it was excused in terms of Section 18.3 or (b) the Termination Date of the Agreement; as applicable.

“Good Industry Practice” means the exercise of that degree of skill, diligence and prudence, and those practices, methods, specifications and standards of equipment, safety and performance, as may change from time to time and which would reasonably and ordinarily be expected to be used by a skilled and experienced contract or Manager engaged in construction, management, operation and maintenance of facilities, equipment or systems of the type and size similar to the Project. Good Industry Practice includes, without limitation, Performance Standards.

“Handing Over Certificate” means the certificate to be issued by the Independent Expert upon transfer of RBC Assets to the Manager by the Authority;

“Handing Over Date” means the date on which the Independent Expert issues Handing Over Certificate to the Manager;

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“Health Department” means the Health Department, Government of Sindh;

“HBB’s” means Hospital Based Blood Banks which are catered by the RBC as listed in Schedule D,

“Hired Staff” shall mean the staff particularly hired by the Manager for the performance and execution of the Concession Agreement;

“Independent Expert” or “IE” means the expert appointed in respect of the Project in accordance with Section 11 and in terms of the Independent Expert Agreement;

“Independent Expert Agreement” means the agreement to be entered into between the Authority, the Manager, the Independent Expert and any other Person agreed by the Parties in accordance with Section 11 of this Agreement;

“Key Performance Indicators” or “KPIs” mean the key performance indicators that have been developed by the Authority to measure the performance of the Manager against each activity under this Agreement, as set out in Schedule A of this Agreement;

“KPI Performance Score” has the meaning ascribed thereto in Schedule A;

“Long-stop Date” has the meaning ascribed thereto in Section 2.3.1;

“Manager” shall have the meaning ascribed thereto in the Preamble;

Manager Annuity Amount Payment Account means:

- (a) for the Pre-Operations Period, the Capital Account; and
- (b) for the Operations Period, the Operations Account;

“Material Adverse Effect” means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations in accordance with the provisions of this Agreement, which act or event causes a material financial burden or loss to either Party;

“Material Breach” means breach by either Party of any of its /their obligations under this Agreement which has/is likely to have a Material Adverse Effect on the Project and which such breaching Party shall have failed to cure by the date falling forty-five (45) days following the date of receipt of a notice issued by the non-breaching Party to the breaching Party to cure such breach.

“Manager Condition Precedent” shall have meaning ascribed thereto in Section 2.2.1.1;

“Management Fee” shall mean the amounts (which are part of the Annuity Amount Payments) as set out in the Schedule B;

“Notice of Intent to Terminate” shall have the meaning ascribed thereto in Section 13.1.2;

“Operations Commencement Date” means the date on which the Pre-Operations Works are completed, as certified by the IE;

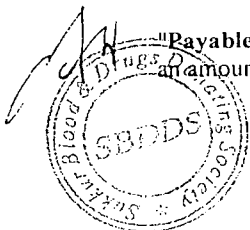
“Operations Account” means the account to be set up by the Manager and used for financing the operational activities of the RBC’s during the Operation Period.

“Operational Year” means a period of twelve (12) months commencing on Operations Commencement Date and ending on the subsequent yearly anniversary of such date;

“Parties” means the parties to this Agreement collectively and “Party” shall mean any of the parties to this Agreement individually;

“Payable Annuity Amount Payment” means, in respect of an Annuity Amount Payment Date, an amount equal to the difference between:

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- (a) the Annuity Amount Payment relating to such Annuity Amount Payment Date (as set out in the Annuity Amount Payment Schedule B); and
- (b) the Annuity Amount Payment Adjustment relating to such Annuity Amount Payment Date;

as set out in the Annuity Amount Payment Certificate. For sake of clarity there shall be no Annuity Amount Payment Adjustment in respect of the first Payable Annuity Amount Payment.

“Performance Security” means the security deposit that the Manager is required to provide as Conditions Precedent and may be renewable during the Contract Period, either in the form of a pay order or demand draft or bank guarantee, issued by a scheduled bank in Pakistan (with a minimum credit rating of at least ‘AA-’ as rated by JCR VIS or an equivalent rating by PACRA) acceptable to the Authority, of an amount equal to 1% of the Pre-Estimated Project Cost;

“Pre-Operations Period” means the period commencing from the Effective Date and expiring on Operations Commencement Date, during which the Manager is required to undertake the Pre-Operations Works;

“Pre-Estimated Project Cost” means the Approved Budget for the Contract Period, as specified by the Manager in their bids submitted in response to the RFP;

“Project” shall have the meaning attributed thereto in the Recitals above.

“RBC Assets” means all buildings, equipment, supplies, furniture, fixtures and inventory of RBC as set out in detail in Schedule C.

“Regional Blood Center” or “RBC” means the state of the art regional blood center, in GMC Civil Hospital Sukkur constructed by the Health Department Government of Sindh with the assistance from KfW-German Development Bank which is being handed over to the Manager for the purposes of the Project in terms of this Agreement;


“Required Operations Commencement Date” means the date falling on one hundred and twenty (120) days from the Effective Date or any other date as may be mutually agreed between the Parties;

“Remedial Action Notice” shall have the meaning ascribed thereto in Section 13.1.1;

“Remedial Period” shall have the meaning ascribed thereto in Section 13.1.1; and

“Training Need Assessment” means the assessment conducted by the Manager from time to time to ascertain the training needs of the Hired Staff;

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Rules of Interpretation

In this Agreement unless the context otherwise requires:

- (iii) The words importing the singular mean the plural and vice-versa; and words importing the masculine shall include the feminine and neuter and vice-versa.
- (iv) Where any word or expression is given a defined meaning, any other grammatical form of that word or expression shall have the corresponding meaning, where the context requires.
- (v) "Section" and "Annex" shall refer, respectively to Sections of and Annexes to this Agreement. The Annexes to this Agreement shall form part and parcel of this Agreement.
- (vi) The headings and sub-headings in this Agreement (and references to them) are included for convenience only and shall not be taken into account in interpreting this Agreement.
- (vii) The references to any agreement or deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may, from time to time, be amended, varied, supplemented or novated.



A requirement that a payment be made on a day which is not a business day shall be construed as a requirement that the payment be made on the next following business day.

2.2.1.3 Each Party shall promptly inform the other Party in writing (together with a copies delivered to the Independent Expert) when the Conditions Precedent for which it is responsible, have been satisfied.

2.2.1.4 The Parties hereby jointly undertake to procure the Commencement Certificate from the Independent Expert within three (3) days of the date on which the Independent Expert is satisfied that each of the Conditions Precedent have been satisfied, deferred and/or waived. The Independent Expert shall set out in the Commencement Certificate the date on which the Effective Date is achieved.

2.3 CONSEQUENCES OF FAILURE TO FULFILL THE CONDITIONS PRECEDENT

2.3.1 If the Authority fails to fulfill any of the Conditions Precedent that it is required to fulfill under Section 2.2.1.2 by the Long-stop Date (unless waived or deferred by the Manager in its absolute discretion), the Manager shall be entitled to terminate this Agreement by issuing a written notice of Thirty (30) Days to the Manager. On such termination, the Authority shall not be entitled to encash the Performance Security of the Manager and shall return the Performance Security to the Manager without any demands or claims.

2.3.2 If the Manager fails to fulfill any of the Conditions Precedent that it is required to fulfill under Section 2.2.1.1 by the Long-stop Date (unless waived or deferred by the Authority in its absolute discretion), the

2.3.3 Authority shall be entitled to terminate this Agreement by issuing a written notice of 30 (Thirty) Days to the Manager. On such termination, the Authority shall be entitled to draw on the Security of the Manager (and if the Performance Security has not been submitted by the Long-stop Date, the Bid Security) in its entirety, as a genuine pre-estimate of and reasonable compensation for loss and damages caused to the Authority as a result of the Manager's failure to fulfill the Conditions Precedent and implement the Project in accordance with the terms and conditions of this Agreement.

3. CONCESSION AND CONTRACT PERIOD

3.1 In consideration of the Manager's obligations contained in this Agreement and relying on the Managers warranties contained herein, the Authority, subject to the terms of this Agreement, hereby grants to the Manager and authorizes it, for the duration of the Contract Period, to implement the Project and to operate, maintain the RBC and exercise and enjoy the rights, powers, benefits, privileges, authorizations and entitlements as set forth in this Agreement (the Concession).

4. OBLIGATIONS OF THE AUTHORITY

The Authority shall, from the Effective Date and until the Final Expiry Date or the Termination Date, perform the following obligations:

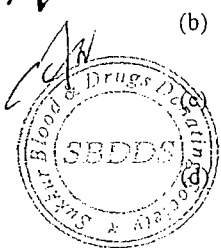
- (a) The Authority shall make payments to the Manager in accordance with the Agreement;
- (b) All other obligations as set out in this Agreement and any other agreement entered into with the Manager in respect of the Project.

5A. OBLIGATIONS OF THE MANAGER

5A.1 The Manager shall, from the Effective Date and until the Final Expiry Date, diligently undertake, perform and complete the following obligations in accordance with the Applicable Standards:

- (a) take over the rights and control of all RBC Assets and HBB's, pertaining to the use and management of the same, subject to the terms and conditions of this Agreement;
- (b) provide vehicles for safe and secure transport of the blood bags, to and from the department of RBC's and HBBs;
provide technical and/or other trainings to Hired Staff deployed at the RBC(s) to ensure capacity building at the RBC(s), based on Training Need Assessment;
be responsible for the availability of essential kits, consumable, and all repair of the equipment including general maintenance of RBCs;

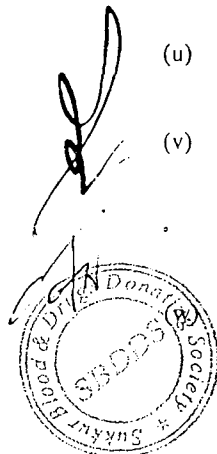
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- (e) ensure the provisions of services in a prudent and coherent manner;
- (f) be responsible for any loss or damage to the RBC or the RBC Assets due to any malpractice and/ or negligence by the Manager.
- (g) be responsible for the cost of utilities and due maintenance of equipment, furniture and buildings of the RBC to ensure that the RBC and the RBC Assets are at Applicable Standards (in accordance with law) during the Contract Period;
- (h) be responsible for all government taxes, duties and levies including local government tax during the Contract Period;
- (i) ensure that the RBC and the RBC Assets transferred to the Manager under this Agreement shall be maintained in good working condition and shall solely be used for safe blood transfusion purposes or any other additional services, as determined by the Authority from time to time;
- (j) use the logo of the Authority along with its own logo in all official publications including but not limited to signboards, letter heads and official cards, and in any course of events organized in connection with the assignment under this Agreement;
- (k) place signboard with logo of the Authority at the RBC for visibility of the assignment under this Agreement;
- (l) be authorized to display his logo on all the signage of the RBC and on its stationary;
- (m) make the best possible use of the services of the Hired Staff at the RBC, subject to the terms and conditions of their appointment, for the optimum performance of its obligations under this Agreement;
- (n) provide to the Authority and the Independent Expert, a quarterly progress report in relation to the services performed by the Manager including the expenses incurred by the same. The report shall comprise at least the information as required by the Authority and IE;
- (o) maintain a record of financial transactions and accounts in such manner as is expected of a corporate body and provide the same to the Authority and IE on quarterly basis;
- (p) maintain an inventory register for all items procured or purchased under this Agreement;
- (q) not assign rights or delegate obligations to any other party under this Agreement, without prior written consent of the Authority;
- (r) hand back to the Authority the RBC Assets in the working condition at the Final Expiry Date or Termination Date, whichever comes earlier;
- (s) provide any information pertaining to the Project to Independent Expert and/or the Authority anytime as required by IE and/or the Authority;
- (t) obtain relevant ISO certification on or before the commencement of fourth Operational Year and notify the same to the Authority and the IE;
- (u) carry out the services under this Agreement in accordance with the Approved Budget and shall not claim for any expenses beyond those as set out in the Approved Budget.
- (v) shall notify and seek written consent from the Authority if it obtains any financing or donation, charity, philanthropic gifts, including financial or non-financial, for providing services under the scope of this Agreement from a third party during the Contract Period. The Manager shall utilize such support received from a third party as per the instructions of the Authority;

Any or all income generated under this Agreement shall be utilized for the Project. The Manager shall report such income generation and provide written documentation to the Authority on quarterly basis.

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5B. PRE-OPERATIONS WORKS

- 5B.1 The Manager, during the Pre-Operations Period, shall be responsible for the procurement and delivery of the following (the Pre-Operations Works):
- (a) Carry out an initial assessment of the quality and availability of the consumables and needs of the HBB(s) and submit a report on the same to the Independent Expert (with a copy delivered to the Authority);
 - (b) Carry out a preliminary survey of the RBC Assets including but not limited to, the infrastructure, equipment, inventory, training aids, tools, furniture & fixtures and submit a report on the same to the Independent Expert (with a copy delivered to the Authority);
 - (c) Recruit the Hired Staff required for the Project in accordance with the Article 8;
 - (d) Conduct training of the Hired Staff;
 - (e) Procure the required fully equipped cold chain vehicles to be used specifically for transportation of blood bags; and
 - (f) Organize voluntary blood donation camps.
- 5B.2 The Manager shall complete the Pre-Operations Works on or prior to the Required Operations Commencement Date.
- 5B.3 In consideration of the performance of Pre-Operations Works by the Manager, the Authority shall make the Annuity Payments in accordance with Section 9.

5C. RBC ASSETS

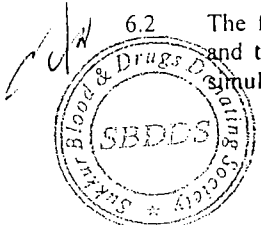
- 5C.1 RBC Assets shall be handed over by the Authority, as an Authority Conditions Precedent to the Manager for the Contract Period.
- 5C.2 The Manager shall, upon handing over of the RBC and/or the RBC Assets by the Authority, conduct a thorough inspection and evaluation of each asset, equipment and machinery present at the RBC in the presence of the Independent Expert and the Authority. The Manager shall promptly notify the Authority, through the IE, if any of the RBC Assets is not in a functional order and the required repair, replacement or servicing of such RBC Asset including the costs required for such repair, replacement or servicing. The Authority may hire an independent expert of the relevant profession for verification (the Surveyor) of the fault or breakdown of RBC Assets and for estimation of the cost for the repair, replacement or servicing. Cost of hiring the Surveyor is borne by the Manager. The Authority undertakes to make payments for the repair, replacement or servicing of such RBC Assets along with the reimbursement of the cost of hiring the Surveyor, as certified by the IE. The Manager shall make such repair, replacement or servicing within the time period mentioned by the IE and the Authority. The IE shall verify whether such repair, replacement or servicing has been made in the prescribed time and report the same to the Authority. In case of fault or breakdown in RBC Assets which causes significant impact in the performance of the Manager under this Agreement, the IE may adjust KPIs for the relevant quarter.
- 5C.3 The Parties hereby agree and acknowledge that the RBC Assets shall remain in the ownership of the Authority and shall be handed back to the Authority on the Final Expiry Date or the Termination Date (whichever is earlier).

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6. PERFORMANCE SECURITY

- 6.1 The Manager hereby undertakes to provide and deliver the Performance Security to the Authority.
- 6.2 The first Performance Security provided shall become effective simultaneously upon issuance and thereafter, each Performance Security provided later shall automatically become effective simultaneously upon return of the previous Performance Security.



- 6.3 The Performance Security:
- (a) shall not be secured through RBC or any RBC Assets and no encumbrance of any nature shall be created on the RBC or RBC Assets.
- 6.4 All costs, expenses, fees and other charges of any nature, in each case, associated with the issuance, maintenance and encashment of the Performance Security shall solely be on account of the Manager.
- 6.5 The Performance Security shall be encashable in accordance with the terms hereof and shall be payable on the Authority's first written demand without any prior notice, reference or recourse to the Manager or any other entity.
- 6.6 The Performance Security provided by the Manager in respect of an Operational Year shall remain in force and effect until the date that falls on the expiry of such Operational Year subject to receipt by the Authority of a fully valid and effective Performance Security for the subsequent Operational Year in accordance with the terms of this Agreement on or prior to such date (the **Performance Security Expiry Date**). In the event an Performance Security expires prior to the Performance Security Expiry Date, the Manager shall extend the validity of the Performance Security, at least fifteen (15) business days prior to its expiry, so as to keep it valid and enforceable until the Performance Security Expiry Date. In the event of failure by the Manager to keep valid or extend the validity of any of the Performance Security in accordance with this Section of this Agreement, the Authority shall have the right to encash such Performance Security at any time prior to its expiry to its full outstanding value at any time.
- 6.7 Upon the delivery of an Performance Security for an Operational Year (the **New Performance Security**) to the Authority by the Manager in accordance with this Section 6 (*Performance Security*) on or prior to the commencement of such Operational Year (the **New Operational Year**), the previous Performance Security issued for the previous Operational Year shall be null and void upon delivery of the New Performance Security and commencement of the New Operational Year and shall be returned to the Manager by the Authority simultaneously with the provision of the New Performance Security.
- 6.8 Notwithstanding anything to the contrary, the Manager hereby undertakes and agrees that the Performance Security shall remain valid:
- (i) in case of Termination, at least for one (1) year after the Termination Notice has been issued; or
- (ii) in case of expiry of this Agreement on the Final Expiry Date, one (1) year after the Final Expiry Date.

REPRESENTATIONS AND WARRANTIES

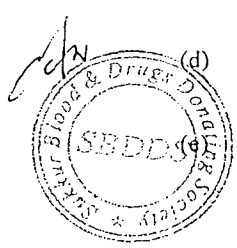
7.1 Representations and Warranties of the Manager

7.1.1. The Manager represents and warrants to the Authority that:

- (a) it is incorporated under the laws of Pakistan, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (b) its registered office is situated at Sukkur Hospital, Opposite Eidgah, Sukkur;
- (c) it has taken all necessary corporate and other actions under applicable laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- (d) it has the financial standing, technical ability and capacity to perform its obligations under this Agreement;

this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;

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- (ix) The words "written" and "in writing" includes a facsimile transmission and any means of reproducing works in a tangible and permanently visible form.

2. COMMENCEMENT, DURATION & CONDITIONS PRECEDENT

2.1 DURATION OF THIS AGREEMENT

- 2.1.1 This Agreement shall be for a period commencing from Signing Date and expiring on the tenth (10th) anniversary of Operations Commencement Date.

2.2 CONDITIONS PRECEDENT

- 2.2.1 The Parties shall satisfy or procure the satisfaction of their respective Conditions Precedent as soon as reasonably possible and in any event within thirty (30) days of Signing Date (the **Long-stop Date**).

2.2.1.1 The Conditions Precedent to be satisfied by the Manager (the **Manager Conditions Precedent**) are as follows:

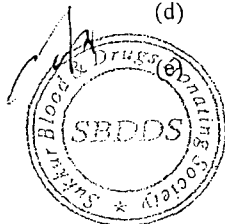
- (a) The Manager has submitted to the Authority certified true copies of all resolutions adopted by the board of directors/management of the Manager authorizing execution, delivery and performance of this Project and the Agreement;
- (b) The Manager has submitted to the Authority certified true copies of all resolutions adopted by the board of directors/management of the Manager authorizing a specified person or persons to execute this Agreement on behalf of the Manager; and all undertake all other acts specifically relating to the Agreement, as contemplated by this Agreement;
- (c) The Manager has provided to the Authority the Performance Security, which shall be effective and valid for at least ninety (90) days beyond the Final Expiry Date;
- (d) The Manager has entered into the Independent Expert Agreement for the appointment of Independent Expert for the Project;
- (e) The Manager has opened the Capital Account with a reputable bank acceptable to the GoS and the same has been notified to the GoS and the Independent Expert;
- (f) The Manager has opened the Operations Account with a reputable bank acceptable to the GoS and the same has been notified to the GoS and the Independent Expert; and
- (g) The Manager has taken over the RBC Assets and HBB's and procure the Handing Over Certificate from the IE.

2.2.1.2 The Conditions Precedent to be satisfied by the Authority (the **Authority Conditions Precedent**) are as follows:

- (a) The Authority has and handed over the RBC Assets and HBB's free from any encumbrances and clear of all dues and utility charges and certified by IE in the Handing Over Certificate;
- (b) The Authority has entered into the Independent Expert Agreement for the appointment of Independent Expert for the Project;
- (c) The Authority has established a Authority Annuity Payment Account and notified the same to the Independent Expert and the Manager;
- (d) The Authority has appointed Authority Representative(s) for the Project; and

The Authority shall clear all outstanding bills including, electricity, gas, water & conservancy and other utilities bills, and all taxes including property tax, local government tax and any other taxes and levies due up till the Effective Date

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- (f) it is subject to the laws of Pakistan, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising hereunder including any obligation, liability or responsibility hereunder;
- (g) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its constitutional document or memorandum and articles of association or any applicable laws or any covenant, contract, agreement, arrangement, understanding, decree or order to, which it or they, is or are a party or by which it or they or any of its or their properties or assets is bound or affected;
- (h) there are no actions, suits, proceedings or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;
- (i) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any government department which may result in any Material Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- (j) it has complied with all applicable laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a Material Adverse Effect on its ability to perform its obligations under this Agreement;
- (k) all rights and interests given to the Manager under this Agreement shall pass to and vest in the Authority or its nominee on the termination of this Agreement free and clear of all liens, claims and encumbrances; and
- (l) no representation or warranty by it contained herein or in any other document furnished by it to the Authority or to any government department pursuant to this Agreement contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;

7.2 Representations and Warranties of the Authority

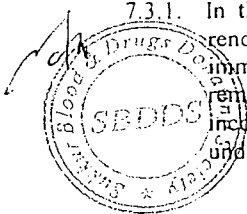
7.2.1. The Authority represents and warrants to the Manager that:

- (a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;
- (b) it has taken all necessary actions under the Applicable Laws to authorize the execution, delivery and performance of this Agreement;
- (c) it has the financial standing and capacity to perform its obligations under this Agreement;
- (d) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (e) it has complied with the Applicable Laws in all material respects; and
- (f) it has valid right to handover the RBC and the RBC Assets to the Manager.

7.3 Disclosure

7.3.1. In the event that any occurrence of circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any right, remedy or obligation of either Party under this Agreement.

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8. STATUS OF STAFF & EMPLOYMENT

Hired Staff

- 8.1 The Manager may and engage any staff including specialists or any other ancillary staff in order to perform the Services hereunder and to achieve the respective KPIs, who shall be governed by their respective employment contracts with the Manager and shall not have any rights and claims against the Authority, during the term or upon the termination of this Agreement ("Hired Staff"). For the purposes of clarity, the Hired Staff by the Manager shall not be construed as the employees of the Authority in any case whatsoever.
- 8.2 The Manager shall be authorized to offer such any benefits or advantages as it deems justified in the context of functions assigned and performance demanded of the Hired Staff. These benefits shall, however, be in the nature of an agreement between the Manager and the relevant Hired Staff and the relevant Hired Staff shall not have any rights and claims against the Authority, provided that such any benefits or advantages shall not have any impact on Approved Budget.

9. ACCOUNTS AND ANNUITY AMOUNT PAYMENTS

9.1 ANNUITY AMOUNT PAYMENTS

- 9.1.1 Subject to the provisions of this Agreement and in consideration of the Concession and the undertaking by the Manager to perform and discharge its obligations in accordance with the terms and conditions set out in this Agreement, the Authority agrees and undertakes to pay each Payable Annuity Amount Payment to the Manager on its corresponding Annuity Amount Payment Date in accordance with the terms of this Agreement.

9.2 ANNUITY AMOUNT PAYMENT ADJUSTMENT EVENTS & ANNUITY AMOUNT PAYMENT ADJUSTMENT

- 9.2.1 The Annuity Amount Payments payable by the Authority to the Manager on each Annuity Amount Payment Date shall be subject to Annuity Amount Payment Adjustment (as calculated in accordance with the Annuity Amount Payment Adjustment Formula provided in Schedule B) due to occurrence of the Annuity Amount Payment Adjustment Events during the Annuity Amount Payment Evaluation Period relating to such Annuity Amount Payment Date.

- 9.2.2 The following events (as certified in writing by the Independent Expert) shall constitute the Annuity Amount Payment Adjustment Events; provided, that the same shall not constitute an Annuity Adjustment Event in case the same results from the Permitted Events (excluding the Non-Political Events) (the Annuity Amount Payment Adjustment Events):

- (a) the RBC has remained out of operation at any time during an Operational Year for more than ten (10) days for reasons attributable to the Manager; or
- (b) during the Annuity Amount Payment Evaluation Period, the Independent Expert determines that either:
 - (i) the KPI Performance Score falls below 90%;
 - (ii) the Manager has failed to maintain the RBC and/or the RBC Assets in accordance with the provisions of this Agreement; and / or
 - (iii) the actual spending by the Manager for the Services is less than the Approved Budget,

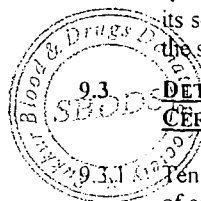
irrespective of whether the RBC and/or the RBC Assets have been functioning properly or not.

- 9.2.3 In the event any of the RBC and/or the RBC Assets are not operational during a given Operational Year for more than thirty (30) days for reasons attributable to the Manager (as determined by the Independent Expert), the same shall constitute as Manager Event of Default and the Authority may at its sole discretion Terminate this Agreement in accordance with Article 13.1.3 except in cases where the same is due to the Permitted Events.

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9.3 DETERMINATION OF PAYABLE ANNUITY AMOUNT PAYMENT & ANNUITY AMOUNT PAYMENT CERTIFICATE

Ten (10) days prior to the first (1st) Annuity Amount Payment Date and thereafter within five (5) days of each Annuity Amount Payment Evaluation Date relating to an Annuity Amount Payment Date, the

Manager shall procure that the Independent Expert to issue a written certificate in respect of such Annuity Amount Payment Date (the **Annuity Amount Payment Certificate**) to the Manager, the Authority and the Authority Annuity Amount Payment Account Bank setting out (wherever applicable):

- (a) the Annuity Amount Payment Adjustment Events occurring in the Annuity Amount Payment Evaluation Period relating to such Annuity Amount Payment Date;
- (b) the Annuity Amount Payment Adjustment calculated on the basis of the Annuity Amount Payment Adjustment Events occurring in the Annuity Amount Payment Evaluation Period relating to such Annuity Amount Payment Date;
- (c) the Payable Annuity Amount Payment to be paid on such Annuity Amount Payment Date; and
- (d) the Annuity Payment Account Funding Amount to be funded by the Authority.

9.4 PAYMENT OF ANNUITY AMOUNT PAYMENTS

9.4.1 Following issuance of the Annuity Amount Payment Certificate by the Independent Expert, the Manager shall (at least ten (10) days prior to the Annuity Amount Payment Date relating to such Annuity Amount Payment Certificate):

- (a) deliver an invoice (together with copies of the Annuity Amount Payment Certificate appended thereto) to the Authority in triplicate demanding payment of the Payable Annuity Amount Payment from the Authority Annuity Amount Payment Account (the **Annuity Amount Payment Invoice**); and
- (b) deliver the Annuity Amount Payment Certificate to the Authority Annuity Amount Payment Account Bank for payment to the Manager of the Payable Annuity Amount Payment on the relevant Annuity Amount Payment Date through, as per Annuity Amount Payment Account Standing Instructions, debiting of funds standing to the credit of the Authority Annuity Amount Payment Account on the Annuity Amount Payment Date in an amount equal to the Payable Annuity Amount Payment and crediting of the same to the Manager Annuity Amount Payment Account on the Annuity Amount Payment Date.

9.4.2 Any Dispute between the Parties in respect of any matters set out in the Annuity Amount Payment Certificate shall be resolved in accordance with the provisions of Section 14 (*Dispute Resolution*), provided however such Dispute shall not affect the payment of the Payable Annuity Amount Payment (as set out in the Annuity Amount Payment Certificate) to the Manager in accordance with the provisions of Article 9.5; provided, further, that following resolution of such Dispute, adjustments to the Annuity Amount Payments (to the extent required) shall be made in accordance with the determination/resolution of the Dispute.

9.5 AUTHORITY ANNUITY AMOUNT PAYMENT ACCOUNT

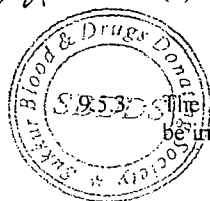
9.5.1 The Authority shall establish and maintain the Authority Annuity Amount Payment Account as soon as possible after signing of this Agreement and until the Expiry Date.

9.5.2 The Authority shall issue irrevocable standing instructions to the Authority Annuity Amount Payment Account Bank (in form and substance agreed between the Parties) (the **Authority Annuity Amount Payment Account Standing Instructions**) containing, *inter alia*, instructions to the Authority Annuity Amount Payment Account Bank:

- (a) to debit the Authority Annuity Amount Payment Account on each Annuity Amount Payment Date (upon receipt of an Annuity Amount Payment Certificate relating to such Annuity Amount Payment Date) in an amount equal to the Payable Annuity Amount Payment and credit the same to the Manager Annuity Amount Payment Account; and
- (b) in the event of Termination of this Agreement, to debit all the funds standing to the credit of the Authority Annuity Amount Payment Account and credit the same to the designated account of the Authority.

The Authority Annuity Amount Payment Account Standing Instructions issued by the Authority shall be irrevocable and shall remain effective, in each case, until the Expiry Date, and no withdrawal from

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the Authority Annuity Amount Payment Account may be made by the Authority, except as provided in this Agreement.

- 9.5.4 The Authority Annuity Amount Payment Account Standing Instructions (or any part thereof) issued by the Authority may be revoked pursuant to a written revocation notice duly executed and confirmed by the Parties.
- 9.5.5 The Authority Annuity Amount Payment Account shall be strictly operated and maintained in accordance with the Authority Annuity Amount Payment Account Standing Instructions. Further, the Authority hereby undertakes and covenants with the Manager that it shall not create, incur, permit, assume or suffer to exist any encumbrance whatsoever upon or with respect to the Authority Annuity Amount Payment Account.
- 9.5.6 The Authority shall fund the Authority Annuity Amount Payment Account in an amount equal to the Annuity Payment Account Funding Amount on each Annuity Amount Payment Account Funding Date until the Expiry Date.

10. BANK ACCOUNTS

10.1 CAPITAL ACCOUNT

- 10.1.1 The Manager shall establish an account (the **Capital Account**) as a Manager Conditions Precedent, (with a scheduled commercial bank acceptable to the Parties) and shall maintain the Capital Account until the expiry of Pre-Operation Period.
- 10.1.2 All Payable Annuity Amount Payments to be paid by the Authority to the Manager during the Pre-Operation Period shall be credited into this Capital Account by Authority Annuity Amount Payment Account Bank in accordance with the Annuity Amount Payment Schedule B.

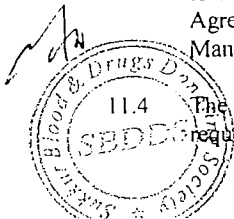
10.2 OPERATIONS ACCOUNTS

- 10.2.1 The Manager shall establish the Operations Account as a Manager Conditions Precedent, (with a scheduled commercial bank acceptable to the Parties) and shall maintain the Operations Account until the Final Expiry Date.
- 10.2.2 All Payable Annuity Amount Payments to be paid by the Authority on each Annuity Amount Payment Date to the Manager during the Operations Period shall be credited into Operations Account by Authority Annuity Amount Payment Account Bank on Annuity Amount Payment Date.
- 10.2.3 Notwithstanding anything to the contrary set out herein, the payment of the Approved Budget shall be on the basis of actual spending of the Approved Budget during the Annuity Amount Payment Evaluation Period, as certified by the Independent Expert in the Annuity Amount Payment Certificate.
- 10.2.4 The Operations Account shall be audited by Independent Expert at the end of each Annuity Amount Payment Evaluation Period and a report shall be prepared by the Independent Expert and circulated to the Authority within seven (7) days.

11. INDEPENDENT EXPERT

- 11.1 Within fifteen (15) days from the Signing Date, the Manager shall provide the Authority with a list of three (3) reputable firms of technical experts for appointment of the Independent Expert (the **IE List**).
- 11.2 Within seven (7) days of receipt by the Authority of the IE List, the Authority shall select a reputed firm of technical experts from the IE List and the Authority and the Manager shall appoint such firm as the Independent Expert in terms of the Independent Expert Agreement. If the Authority doesn't respond on the selection of the independent expert from the IE List, the Manager may select one of the firms from IE List.
- 11.3 In the event the firms of technical experts identified by the Manager in the IE List are not acceptable to the Authority, the Manager and the Authority shall appoint (in terms of the Independent Expert Agreement) such firm as the Independent Expert as is mutually acceptable to the Authority and the Manager and such appointment shall be in terms of the Independent Expert Agreement.

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- 11.4 The Independent Expert shall provide the services set out in the Independent Expert Agreement and as requested by the Parties with mutual consent from time to time.

- 11.5 The appointment of the Independent Expert shall be for an initial term of three (3) years (the **Appointment Term**) from the Effective Date; provided, however, the Independent Expert Appointment term shall be extended prior to expiry of the same so as to ensure that at all times during the Grant Period, an Independent Expert is retained/appointed, for the purposes set out in this Agreement.
- 11.6 The Parties shall require the Independent Expert to designate and notify to the Authority and the Manager of the authorized representatives of the Independent Expert that shall be authorized by the Independent Expert to sign for and on behalf of the Independent Expert, and any communication or document required to be signed by the Independent Expert shall be valid and effective only if signed by such authorized signatories on behalf of the Independent Expert; provided, that the Independent Expert may, by notice in writing to the Parties, substitute any of the authorized signatories.
- 11.7 The Manager shall be solely responsible for the payment of the fees and expenses payable to the Independent Expert pursuant to the Independent Expert Agreement, notwithstanding that the Independent Expert shall be appointed by and shall fulfill its obligations in accordance with the terms of the Independent Expert Agreement.
- 11.8 The appointment of the Independent Expert may be terminated:
 - 11.8.1 by either Party if, the Independent Expert is adjudged insolvent and / or bankrupt and / or the winding up proceedings are filed against the Independent Expert and/or the Independent Expert files winding up proceedings in a court of law and / or any action for malpractice and / or misadministration is filed against the Independent Expert in a court of law;
 - 11.8.2 by the Parties with the mutual consent of the Parties.
- 11.9 The occurrence of any of the events listed in section 11.8, the Parties shall have the right to terminate the Independent Expert Agreement in accordance with the terms of the same or and/or in the event of expiry of the Appointment Term, the Parties shall appoint a new Independent Expert. In the afore-stated circumstances, the Parties shall replace the appointed Independent Expert with another firm of technical experts provided by the Manager pursuant to section 11.1 above; provided, however, that the termination and/or replacement of the Independent Expert shall not have effect till such time as the replacement Independent Expert has been appointed.
- 11.10 The Manager shall ensure that all provisions of this Agreement pertaining to the Independent Expert and its responsibilities in respect of the matters set out herein are duly incorporated in the Independent Expert Agreement.

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11.1 The Duties and Responsibilities of the Independent Expert

The Independent Expert shall perform all such roles, duties and functions as are contemplated to be performed by the Independent Expert in this Agreement. Without limiting the generality of the foregoing, the Independent Expert shall be responsible for:

- (a) certifying the handing over and taking over of the RBC Assets;
 - (b) reviewing and approving/certifying all activities associated with the fulfillment of KPIs by the Manager
 - (c) report to the Authority on technical aspects under this Agreement;
 - (d) assist the Manager in designing of the reporting and other Monitoring; Evaluation and reporting (MER) tools. on need basis);
 - (e) monitor and evaluate Hemo-vigilance in the RBCs& HBI3s and public complaints;
 - (f) supervise the retention of its specialist technical staff;
 - (g) monitor and evaluate donor relation with RBCs and blood donor management;
- perform the screening of TTIs, SOPs and quality amount in the BTS;
- evaluate and monitor the SOPs, Inventories, and quality of blood storage mechanism;

- (j) assist the Parties if required, in resolving any dispute or make determinations referred to it, pursuant to this Agreement;
- (k) verify Annuity Amount Payments for each quarter in accordance with the terms of this Agreement. Will this be done by the Technical Independent Expert or the financial
- (l) monitor quarterly the financial progress;
- (m) carry out audits (on an annual basis) to establish compliance or otherwise of the Services with the KPIs, Applicable Laws, Applicable Permits and Good Industry Practices in accordance with the procedures set out in this Agreement;
- (n) assist the Parties in determining, under this Agreement existence and consequences of a Force Majeure Event,- an Event of Default, the remedy of defaults and termination procedures, the existence, nature and consequences of a Change in Law, the existence and consequences of any of the other relief items set out in the Agreement, and/or any other matter of a technical nature referred by both Parties;
- (o) review any proposed changes in Approved Budget / re alignment of budget during the Contract Period.
- (p) carry out any other duties and functions specified or assigned in this Agreement or the IE Agreement.

12. EVENTS OF DEFAULT

12.1 The Manager Event of Default

12.1.1 "Manager Event of Default" means any of the following events arising out of any acts or omissions of the Manager and which have not occurred as a direct consequence of any Authority Event of Default, or a Force Majeure Event and (unless otherwise provided for in this Agreement) where the Manager has failed to remedy the defects specified in the Remedial Action Notice issued in accordance with Section 13.1.1:

- (a) the Manager fails to achieve at least 60% on KPI Performance Score for two consecutive Annuity Amount Payment Evaluation Periods based on the assessment of Independent Expert;
 - (b) any Material Breach by the Manager of this Agreement which Material Breach has not been cured within forty-five (45) days from the date of written notice thereof by the Authority, or within such time period as provided in the relevant Authority Agreement, respectively;
 - (c) abandonment by the Manager which means a cessation of the RBC Assets and HBB(s) or the performance of the obligations of the Manager for a period of 60 (Sixty) consecutive Days;
 - (d) the Manager fails to commence Operations Period within thirty (30) days from the Effective Date;
 - (e) any statement, representation or warranty made by the Manager in this Agreement proving to have been incorrect, in any material respect, when made or when reaffirmed and such incorrect statement, representation or warranty having a Material Adverse Effect on the Manager's ability to perform its obligations under this Agreement and/or on the Project or having a Material Adverse Effect on the rights and/or obligations of the Authority hereunder or under the Project Agreements;
 - (f) the Manager creates or tries to create any encumbrance on the RBC Assets in favor of any Person save and except as otherwise expressly permitted in terms and conditions of this Agreement;
- the transfer of the rights and/or obligations of the Manager under this Agreement, save and except as permitted in terms and conditions of this Agreement;

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- (h) the Bid Security or Performance Security in each case, is not issued, renewed, replaced or provided (as the case may be) in accordance with this Agreement or becomes inoperative or ceases to remain valid or in force in breach of the relevant provisions of this Agreement;
- (i) termination of the Agreement as a result of a Material Breach by the Manager that is not remedied in accordance with the terms and conditions of this Agreement;
- (j) any assets or shares of the Manager are expropriated, confiscated, compulsorily acquired or nationalized by any Government Authority or entity due to an act or omission of the Manager, causing a Material Adverse Effect;
- (k) a Material Breach by the contractors, employees, or any other officer or any of their respective contracts with the Manager having a Material Adverse Effect;
- (l) the Manager entering into liquidation or similar state or if any order is made for the compulsory winding up or dissolution of the Manager or if the Manager becomes unable to pay its debts as they fall due or the appointment of a receiver or administrator in respect of the Manager, its business and assets or any re-structuring, re-organization, amalgamation, arrangement or compromise affecting the Manager's ability to fulfill its obligations under this Agreement or that otherwise has or may have a Material Adverse Effect; and

12.2 Authority Event of Default

12.2.1 "Authority Event of Default" means any of the following events, unless such an event has occurred as a consequence of the Manager Event of Default, a Qualifying Change in Law, a Fundamental Change in Law and only where the Authority has failed to remedy the defects specified in the Remedial Action Notice issued in accordance with Section 12 within the Remedial Period:

- (a) any Material Breach by the Authority of this Agreement and the same has not been cured within forty-five (45) days from the date of written notice thereof by the Manager, or within such time period as provided in the relevant Project Agreement, respectively
- (b) the Annuity Amount Payment (including the Management Fee) due and payable to the Manager in terms of this Agreement remains unpaid by the Authority for a period of ninety (90) days from the date on which the same was payable in terms of this Agreement; provided, however, this sub-section (b) is only applicable to such payments in respect of which there is no bona fide dispute and / or conflict between the Parties
- (c) any statement, representation or warranty made by the Authority in this Agreement proving to have been incorrect, in any material respect, when made or when reaffirmed and such incorrect statement, representation or warranty having a Material Adverse Effect on the Manager's ability to perform its obligations under this Agreement and/or on the Project.

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13. REMEDY OF DEFAULTS AND TERMINATION PROCEDURE

13.1 Performance of Obligations

13.1.1 If at any time either Party has failed to perform any of its obligations under this Agreement and that failure is capable of remedy, then the other Party may serve a notice (a "Remedial Action Notice") requiring such Party to remedy that failure (and any damage resulting from that failure) within a stipulated period (the "Remedial Period").

13.1.2 If the Party, on whom a Remedial Action Notice is served, fails to remedy the Event of Default within the Remedial Period, the non-defaulting Party may deliver a notice to the defaulting Party stating its intention to terminate this Agreement ("Notice of Intent to Terminate"). The Notice of Intent to Terminate shall specify with reasonable detail, the grounds on which termination is sought and any relevant defaults committed by the defaulting Party.

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13.1.3 Provided that in case of Section 9.2.3 the Authority shall have the right to immediately deliver a Notice of Intent to Terminate, without any obligation to first serve a Remedial Action Notice or to provide a Remedial Period to the Manager.

13.1.4 The provisions of this Agreement, to the fullest extent necessary to give effect thereto, shall survive the term of the Agreement or the termination of this Agreement and the obligations of Parties to be performed or discharged following the termination of this Agreement, shall accordingly be performed or discharged by the Parties.

13.2 Event of Default Remedy Period

13.2.1 Following the service of the Notice of Intent to Terminate, the defaulting Party shall have a period of not less than 90 (Ninety) Days ("**EoD Remedy Period**") to cure the Event of Default; provided that in case of Section 13.1.3, the Authority shall have the right to immediately terminate the Agreement herewith on the provision of the Notice of Intent to Terminate, without any obligation to provide an EoD Remedy Period.

13.2.2 During the EoD Remedy Period, the defaulting Party may continue to undertake efforts to cure the Event of Default. During the EoD Remedy Period, the Parties shall continue to perform such of their respective obligations under this Agreement, which are capable of being performed with the objective, as far as possible, of ensuring continued availability of the Project and the continued performance of the Services, failing which the Party in breach shall be liable to compensate the other Party for any loss or damage occasioned or suffered on account of breach of conditions of this Agreement.

13.3 Withdrawal of Notice of Intent to Terminate

13.3.1 If, during the EoD Remedy Period, the defaulting Party rectifies or remedies the Event of Default to the satisfaction of the innocent Party or the innocent Party is satisfied with steps taken or proposed to be taken by the defaulting Party or the Event of Default has ceased to exist, the innocent Party shall withdraw the Notice of Intent to Terminate in writing.

13.3.2 If following the end of the EoD Remedy Period, the breach has not been remedied or the defaulting Party has not taken steps or proposed to take steps to remedy the Event of Default to the satisfaction of the innocent Party or the provisions of Section 12.2.1(a) applies, then the innocent Party shall be entitled to issue the a notice to the defaulting Party (the "**Termination Notice**"), whereupon this Agreement shall terminate forthwith. The date on which the Termination Notice is issued shall be the **Termination Date**.

13.4 End of Term Obligations

13.4.1 The Manager shall return the RBC and the RBC Assets to the Authority on or earlier of the Final Expiry Date or the Termination Date.

14. DISPUTE RESOLUTION

14.1 Any dispute, difference or controversy of whatever nature howsoever arising under or in relation to or in connection with this Agreement (including its interpretation and validity) between the Parties, and so notified in writing by either Party to the other Party shall, in the first instance, be attempted to be resolved amicably between the Parties.

14.2 The Parties agree to use their best efforts for resolving all disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any dispute.

15. ARBITRATION

15.1 In the event that any dispute between the Parties as to matters arising pursuant to this Agreement is not resolved amicably within thirty (30) days of receipt by one Party of the other Party's request for such amicable settlement, it shall be resolved in accordance with the following provisions:

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- (a) Each of the parties unconditionally and irrevocably agrees to the submission of such dispute to binding arbitration governed by the Arbitration Act, 1940, by appointment of a sole arbitrator that is acceptable to both the Parties.
- (b) Each of the Parties unconditionally and irrevocably agrees to accept the award rendered by the Arbitrator as final and binding and not to hinder, obstruct or nullify the enforcement or execution of any award rendered by the Arbitrator.
- (c) The cost of the arbitration shall initially be borne by both the Parties equally, however, at the time of award, the cost shall be borne by either of the Party or both the Parties as assessed by the arbitrator.
- (d) The seat of arbitration, including the venue of hearings and meetings of the arbitral tribunal, shall be Karachi, and the language of arbitration proceedings shall be English.
- (e) The Parties agree and undertake to carry out the award made by the Arbitrators without delay.
- (f) The Manager and the Authority agree that an award may be enforced against the Manager and/or the Authority, as the case may be, and their respective assets wherever situated.
- (g) This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.

16. ADDITIONAL SERVICES

16.1 Notwithstanding anything to the contrary contained in this Agreement, the Authority may require a change / amendment in the scope of the Project (the **Additional Services**) in accordance with applicable procurement laws.

16.2 Additional Services Notice

16.2.1 In the event at any time during the Contract Period, the Manager determines that Additional Service(s) is necessary for providing safer and improved services or for additional quantities/ services, the Manager shall issue a request in writing to the Authority through the Independent Expert to consider issuing an Additional Services Notice in respect of the same. The Authority shall within forty-five (45) days from the date of receipt of such notice, either accept such request for Additional Services or with modifications, and issue the requisite Additional Services Notice in accordance with the provisions of this Section 16.2 (*Additional Services Notice*) or communicate its reasons for not accepting the same to the Manager. Moreover, The Authority may request for an Additional Services by issuing a notice in writing to the Manager through the Independent Expert (the **Additional Services Notice**) at any time in the event the Additional Service(s) is required in respect of the Operations Period.

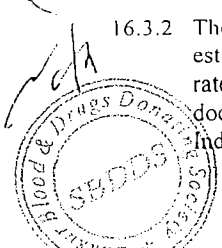
16.3 Additional Services Order

16.3.1 The Manager shall, within fifteen (15) days of receipt of the Additional Services Notice, provide to the Independent Expert such information as is necessary and reasonable together with the preliminary documentation and details, including the calculations, where necessary, in support of the following:

- (a) the budgeted estimate of the Additional Cost to be incurred by the Manager for implementing the Additional Services;
- (b) the estimated additional time (number of days) that the Manager would require to complete and implement the Additional Services and any delay, if any, in the Final Expiry Date;

16.3.2 The Independent Expert shall after reviewing the information, documentation and the budgeted estimate of the Additional Cost submitted by the Manager pursuant to Section 16.3.1, settle the rates in light of relevant benchmark inflation rates and other relevant factors, approve the documentation and forward the budgeted estimates of the Additional Cost, as duly certified by the Independent Expert in consultation with the Manager, to the Authority. Notwithstanding anything

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to the contrary set out herein, in the event the Manager disagrees with the determinations of the Independent Expert, the Manager shall not be bound to carry out the additional services.

- 16.3.3 The Authority may, within a period of fifteen (15) days from the date of receipt of such statement, issue an order in writing to the Manager, through the Independent Expert instructing the Manager to affect the Additional Services (*the Additional Services Order*).
- 16.3.4 In the event, the Authority for any reason whatsoever decides not to issue an Additional Services Order, then the Authority shall reimburse the Manager for the cost/expenses actually incurred by the Manager in the preparation and submission of the documents, estimates and other information in compliance with the Additional Services Notice; provided, such costs and expenses are duly certified by the Independent Expert.
- 16.3.5 The Additional Services Order shall be effective from the date that the Authority notifies the mode of payment of the Additional Cost to the Manager pursuant to sub-section 16.3.5 of this Section 16.3 (*Additional Services Order*).
- 16.3.6 The Authority shall progressively pay the Additional Cost as mutually agreed between the Parties, only upon receiving a certificate from the Independent Expert confirming that the Manager has completed the works in accordance with the Additional Services Order.
- 16.3.7 The Additional Cost may be paid by the Authority, in its absolute discretion, to the Manager through its budgetary allocation or through a separate grant in aid in accordance with the Applicable Laws.

17 LIABILITY AND INDEMNITY

- 17.1 The Manager will indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and Authority is not bound to pay/reimburse for actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Manager of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of services by the Manager to any Patient and any other users or from any negligence of the Manager under contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Authority Indemnified Persons.
- 17.2 The Manager shall fully indemnify, hold harmless and defend the Authority and the Authority Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to: (a) failure of the Manager to comply with Applicable Laws; (b) payment of taxes required to be made by the Manager in respect of the income or other taxes of the Manager's Contractors, suppliers and representatives; or (c) non-payment of amounts due as a result of materials or services furnished to the Manager or any of its Contractors which are payable by the Manager or any of its Contractors.

18 FORCE MAJEURE

- 18.1 A "Force Majeure Event" shall mean any event or circumstance or combination of events or circumstances (including the effects thereof) that is beyond the reasonable control of a Party and that on or after the Effective Date materially and adversely affects the performance by such affected Party (the **Affected Party**) of its obligations under or pursuant to this Agreement; provided, however, that, such material and adverse effect could not have been prevented, overcome or remedied in whole or in part by the Affected Party through the exercise of diligence and reasonable care.
- 18.2 Without limiting the generality of the foregoing, Force Majeure Events hereunder shall include each of the following events and circumstances (including the effects thereof), but only to the extent that each satisfies the requirements above:
 - i. any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, , riot, insurrection, civil commotion, or act or campaign of terrorism or political sabotage; or

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- ii. any strike and lockout, work-to-rule, go-slow, or analogous labour action that is politically motivated or is widespread or nationwide; or
- iii. any lightning, fire, earthquake, tsunami, flood, storm, cyclone, typhoon, or tornado; or
- iv. any change in law or legislation, any decision or order of governmental authorities or judicial authorities that impedes the performance under this Agreement.

18.3 Notwithstanding anything contained herein, the Affected Party shall, as soon as practicable, and in any case within seven (7) days of the date of occurrence of a Force Majeure Event or from the date of having knowledge thereof, notify the Independent Expert and the other Party, of the occurrence of the Force Majeure Event by the issuance of a notice in writing (the **Force Majeure Notice**).

18.4 The Parties shall, as soon as practicable upon the receipt of the Force Majeure Notice and in any case within five (5) days from the date of receipt of the same, convene a meeting, along with the Independent Expert to :i) assess the impact of the underlying Force Majeure Event; ii) determine the likely duration of Force Majeure Event; and iii) formulate damage mitigation measures and the steps to be undertaken by the Parties for resumption of the obligations, the performance of which had been affected by the Force Majeure Event.

18.5 Upon occurrence of the Force Majeure Event, the obligations of the Parties under this Agreement shall be suspended for the duration of the Force Majeure Event, provided however that the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event and/or of the effects of the same.

18.6 If a Force Majeure Event subsists for a continuous period of sixty (60) days, either Party may in its discretion terminate this Agreement by issuing a notice of termination to the other Party.

19 MISCELLANEOUS

19.1 ENTIRE AGREEMENT

19.1.1 The Parties hereto acknowledge, confirm and undertake that this Agreement, as at the date hereof, constitutes the entire understanding between the Parties regarding this assignment and supersedes all previous written and/or oral representations and/or arrangements regarding this assignment.

19.2 AMENDMENT

19.2.1 The provisions of this Agreement may be amended or modified in writing only with the prior written consent of each of the Parties.

19.2.2 This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

19.3 SEVERABILITY

19.3.1 The failure by any Party to exercise any right or remedy herein or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future exercise of such right or remedy, but the same shall continue and remain in full force and effect. All rights and remedies that any party may have at law, in equity or otherwise upon breach of any term or condition of this Agreement, shall be distinct, separate and cumulative rights and remedies and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other right or remedy.

19.3.2 Wherever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or the effectiveness or validity of any provision in any other jurisdiction, and this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provision had never been contained herein.

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 GOVERNMENT OF SRI LANKA




19.4 NOTICES

19.4.1 Any notice or request in reference to this Agreement shall be written in English language and shall be sent by mail, facsimile or email and shall be directed to the other Party at the address mentioned below:

Authority: Health Department, Government of Sindh
Attention: Secretary, Health Department, Government of Sindh
Address: 6th Floor, New Sindh Secretariat, Health Department, Government of Sindh.

Tel: 021-99222565
Email: fpechuh@me.com

Manager: Sukkur Blood and Drugs Donating Society
Attention: President/ Executive Director
Address: Sukkur Hospital, Opposite Eidgah, Sukkur

Tel: 071-5615375 & 5615922
Email: mnrsbds@yahoo.com

19.4.2 Any notice or communication by a Party to the other Party, given in accordance here with, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or email, it shall be deemed to have been delivered on the working day following the date of its delivery.

19.4.3 Each Party may change the above address by prior written notice to the other Party.

19.5 GOVERNING LAW

19.5.1 This Agreement shall be governed by and construed in accordance with the laws of Pakistan.

19.6 CHANGE IN LAW RELATED TO TAXES AND DUTIES

19.6.1 If, after the Effective Date of this Agreement, any Change in Law with respect to taxes and duties which increases or decreases the cost incurred by the Manager in performance of its obligations under this Agreement, shall be increased or decreased accordingly with mutual consent of the Parties.

19.7 GOOD FAITH REQUIREMENT

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

SIGNATURE PAGE

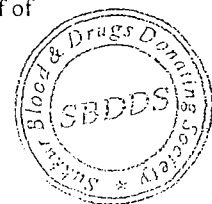
IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed by their duly authorized officers as of the date first above written.

For and on behalf of
AUTHORITY

SECRETARY
HEALTH DEPARTMENT
GOVERNMENT OF SINDH


Name: Dr. Fazalullah Pechuhu
Designation: Secretary Health

For and on behalf of
MANAGER



Name: Dr. Mohammad Nacem
Designation:

WITNESSES:



Director
Public Private Partnership (Node)
Health Department
Govt. of Sindh

Dadlo Zuhrani
Director PPP Node, Health Department
Government of Sindh
42201-3238528-1

WITNESSES:

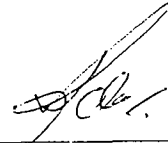


Abdul Jabbar
General Secretary/Administrator, SBDDS
45504-1150455-7



DR. ZAHID HASAN ANSARI
Secretary (BPS 20)
Provincial Program Manager
Sindh Blood Transfusion Authority
Govt. of Sindh.

Dr. Zahid Hasan Ansari
Secretary Sindh Blood Transfusion Authority
42301-0959501-9



Nadeemul Haq Shaikh
Deputy Finance Secretary/Executive Member
SBDDS
455047252503-1

DR. ZAHID HASAN ANSARI
Secretary (BPS 20)
Provincial Program Manager
Sindh Blood Transfusion Authority
Govt. of Sindh.

SCHEDULE – “A”

RBC - KPIs

Indicator	Definition	Calculation	Benchmark	Weightage
Donors and Donation				
Donations screened	Total number of donations screened for transfusion transmitted infections i.e. Hepatitis B, Hepatitis C, HIV, Syphilis and Malaria	$\frac{\text{No. of Donations screened} \times 100}{\text{Total Number of Donations}}$	100%	10%
Voluntary Donations	Voluntary non-remunerated blood donations means that a person gives blood with his/her own free will and receives no payment for it, either in the form of cash, or in kind which could be considered a substitute for money.	$\left(\frac{\text{No. of Voluntary Donations}}{\text{Total Number of Donations}} \times 100 \right) / \text{Relevant Benchmark Donation Rate for the Year}$ Clarification: This calculation will be done on cumulative performance achieved on quarterly basis during the year.	This is around <u>2.5%</u> currently. It has to be increased by <u>2.5%</u> every year to 25% in 10 th year of operation.	20%
Component QC failures (for each component i.e. packed red cells, platelets and plasma)	Blood components that fail to meet the required internal quality control standard. Minimum 4 random units of each component should be tested each month.	$\frac{\text{No. of component QC failures} \times 100}{\text{Total no. of component tested}}$	75% of blood component should meet the criteria	15%
Blood and component storage monitoring	Temperature of all storage units i.e. refrigerators, freezers and platelets to be monitored by either continuous automated temperature recording or taken manually at least every 4 hours	The report will be either ranked <u>satisfactory</u> or <u>unsatisfactory</u> by IE. In case of satisfactory ranking, full score will be awarded and in case of unsatisfactory report, no score will be awarded. Criteria for the Report: Documentation requirements such as log book, graph papers, etc.	Temperature record sheets to be checked	15%
Quality management				
Equipment maintenance	Maintenance of all equipment used in blood bank is to be done timely at defined intervals.	Rank as either <u>satisfactory</u> or <u>unsatisfactory</u> Criteria for Report: Maintenance performed as per manufacturer's instructions in the manuals.	Check due date and date of maintenance	5%
Reagents and Antisera	To be done daily	Rank as either satisfactory or unsatisfactory	Check QC sheets	10%

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 GOVERNMENT OF BIHAR



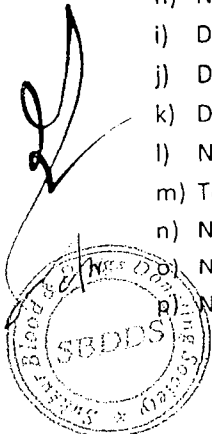
Indicator	Definition	Calculation	Benchmark	Weightage
quality control				
Valid complaints	-	Number of complaints entertained / total number of complaints received	90% of the complaints must be answered.	5%
Capacity Utilization	Appropriate capacity utilization to fulfill the need of hospitals	$\frac{\text{Units Issued}}{20,000} \times 100$ Clarification: This calculation will be done on cumulative performance achieved on quarterly basis during the year.	At least 90% of the blood bank's capacity should be utilized	5%
Record retention	Complete and legible records including donor records and quality control records must be retained in conformity with regulatory requirements	1) <u>Donor Records</u> 2) <u>Volume indicators</u> 3) <u>Other Records</u> Please refer to records to be maintained by partners for each of the above components.	Check records	15%
			Total	100%

REQUIRED RECORDS

1) DONOR RECORDS

- a) Total no: of donors registered
- b) No. of Voluntary Donations
 - In Centre
 - In Camp
- c) Total no of outdoor camps
- d) No. of donations accepted
- e) No. of donors rejected
- f) Donors deferred
- g) No. of reactive donors
- h) No. of donor counseled for TTI Reactive
- i) Donor notification for transfusion transmitted infection
- j) Donor adverse reactions
- k) Donor consent forms
- l) No. of Double Pricks
- m) Total donation time
- n) No of Repeat donors
- o) No of replacement donors converted into voluntary donors
- p) No of adverse donor reaction
 - In house
 - Outdoor camps

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 GOVERNMENT OF SINDH



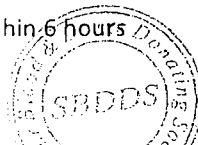
q) Whole blood components

- From Centers
- From Camps

2) VOLUME INDICATORS

- No. of components made
- No. of units dispensed (for each component)
- No. of units cross matched
- No. of Emergency blood releases (without cross match)
- No. of blood groups performed
- No. of other tests done e.g. DAT, antibody screening
- No of units in which cold chain was not maintained (from camp to blood bank)
- No of samples accepted
- No of samples rejected
- No of units cross matched
- No of units issued
- Blood Unit Expiry Rate: Units discarded because its lifespan exceeded that allowable for transfusion (PRBC, FFP and Platelet)
- Component Wastage Rate: Units discarded prior to its expiration date because of, but not limited to, handling and storage errors such as breakage, failure to return unused units before their temperatures exceeded allowable limits, etc.
- No of packed red cell/whole blood cross matched
- No of packed red cell/whole blood issued
- Cross match : Transfusion Ratio
- Turnaround time (TAT)
- No of Transfusion Reactions (Mild, Moderate , Severe)
- No of ABO Discrepancies
- No of unexpected antibodies
- No of units discarded
- Total Reactive for
 - HIV
 - HBSAg
 - HCV
 - SYPHLIS
 - MALARIA
 - LEAKAGE
 - LOW VOLUME
 - OTHERS
 - NO OF COMPONENTS EXPIRED
- No of components prepared in percentage terms
 - Red Cells
 - Platelets
 - Fresh Frozen plazma
- No of Whole Blood
- No of components not separated within 6 hours

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3) OTHER RECORDS:

- a. QC records
- b. Maintenance records
- c. Staff qualification and experience
- d. Staff retention
- e. Clinician's Feedback record
- f. No of Complaints
 - In Centre
 - In Camp



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ANNUITY AMOUNT PAYMENT ADJUSTMENT FORMULA

The following formula / working shall be used to make deductions from the Annuity Amount Payments based on the level / degree of fulfilment of the KPIs by the Operator. The following adjustments shall be computed by the Independent Auditor based on the evaluation of the KPIs done by the Independent Expert from time to time and in accordance with this Agreement:

Formula $QP = PQ * W / 100$

$PA = IE \text{ Rating for each KPI}$

$QPA = QP * PA$

A sample working in respect of the above formula, showing how the formula shall be applied to the level of fulfilment of KPIs, is provided below:

KPIs	Weightage	Quarter Payment Due	Performance Achieved	Quarter Payment for Performance Achieved
K1	20	2,000	80%	1,600
K2	10	1,000	100%	1,000
K3	20	2,000	95%	1,900
K4	10	1,000	75%	750
K5	20	2,000	90%	1,800
K6	10	1,000	75%	750
K7	10	1,000	90%	900
	100	10,000		8,700

- Legend
- PQ Payment for the Quarter
 - KP Key Performance Indicator
 - W Weightage Given in the Agreement
 - QP Quarter Payment Due for each KP
 - PA Performance Achieved, Rated by IE
 - QPA Quarter Payment for each KP

KPI Performance Score (During the Quarter)	Quarterly Budget [(Operation Cost for each respective Operational Year – Management Fee for each respective Operational Year) x ¼]	Quarterly Management Fee [(Management Fee for each respective Operational Year) x ¼]
90% +	As per actual spending (with a cap of A)	100%
60% - 89%	As spent (with a cap of A)	Pro-rata Management Fee
Less than 60%	As spent (with a cap of A)	Pro-rata Management Fee + encashment of entire performance security (on the basis of (1-KPI Performance)) + top up of the Performance Security (one time) OR Termination right if the performance is below 60% for two consecutive quarters

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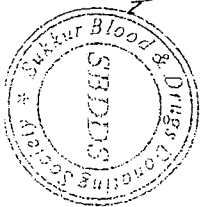
SCHEDULE – “B”

S. No.	Quarter	Approved Budget	Management Fee	Total Annuity Amount (Approved Budget + Management Fee)	Payable Annuity Amount (Total Annuity Amount - Annuity Payment Adjustment)	Annuity Amount Payment Evaluation Period	Annuity Amount Payment Evaluation Date	Annuity Amount Payment Date	Annuity Payment Account Funding Amount	Annuity Amount Payment Account Funding Date	
1.	Pre-operation Period	390,896,810	35,180,712	426,077,522	426,077,522	21/02/2018-22/05/2018	N/A	21 February 2018	260,193,175	21 February 2018	
2.	2					22/05/2018 – 20/08/2018	22 May 2018	22 May 2018	55,294,783	22 May 2018	
3.	3					20/08/2018 – 18/10/2018	20 August 2018	20 August 2018	55,294,783	20 August 2018	
4.	4					18/10/2018 – 16/02/2018	18 November 2018	18 November 2018	55,294,783	18 November 2018	
5.	Year 2	190,648,378	17,158,354	190,648,378	190,648,378	16/02/2019 – 17/05/2019	16 February 2019	16 February 2019	51,951,683	16 February 2019	
6.						2	17/05/2019 – 15/08/2019	17 May 2019	17 May 2019	51,951,683	17 May 2019
7.						3	15/08/2019 – 13/11/2019	15 August 2019	15 August 2019	51,951,683	15 August 2019
8.						4	13/11/2019 – 11/02/2020	13 November 2019	13 November 2019	51,951,683	13 November 2019
9.	Year 3	195,414,589	17,587,312	213,001,901	213,001,901	11/02/2020 – 11/05/2020	11 February 2020	11 February 2020	53,250,475	11 February 2020	
10.						2	11/05/2020 – 09/08/2020	11 May 2020	11 May 2020	53,250,475	11 May 2020



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SECRETARY
 THE DEPARTMENT OF EDUCATION
 FREE STATE

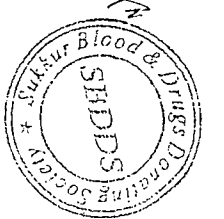


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 GOVERNMENT OF SINDH

11.		3					09/08/2020 – 07/11/2020	9 August 2020	9 August 2020	53,250,475	9 August 2020
12.		4					07/11/2020 – 05/02/2021	7 November 2020	7 November 2020	53,250,475	7 November 2020
13.	Year 4	1	200,299,953	18,026,995	218,326,948	218,326,948	05/02/2021 – 06/05/2021	5 February 2021	5 February 2021	54,581,737	5 February 2021
14.		2					06/05/2021 – 04/08/2021	6 May 2021	6 May 2021	54,581,737	6 May 2021
15.		3					04/08/2021 – 02/11/2021	4 August 2021	4 August 2021	54,581,737	4 August 2021
16.		4					02/11/2021 – 31/01/2022	2 November 2021	2 November 2021	54,581,737	2 November 2021
17.	Year 5	1	205,307,442	18,477,670	223,785,112	223,785,112	31/01/2022 – 01/05/2022	31 January 2022	31 January 2022	55,946,278	31 January 2022
18.		2					01/05/2022 – 30/07/2022	1 May 2022	1 May 2022	55,946,278	1 May 2022
19.		3					30/07/2022 – 28/10/2022	30 July 2022	30 July 2022	55,946,278	30 July 2022
20.		4					28/10/2022 – 26/01/2023	28 October 2022	28 October 2022	55,946,278	28 October 2022
21.	Year 6	1	210,440,138	18,939,612	229,379,750	229,379,750	26/01/2023 – 26/04/2023	26 January 2023	26 January 2023	57,344,938	26 January 2023
22.		2					26/04/2023 – 25/07/2023	26 April 2023	26 April 2023	57,344,938	26 April 2023
23.		3					25/07/2023 – 23/10/2023	25 July 2023	25 July 2023	57,344,938	25 July 2023
24.		4					26/10/2023 – 21/01/2024	23 October 2023	23 October 2023	57,344,938	23 October 2023
25.	Year 7	1	215,701,142	19,413,102	235,114,244	235,114,244	21/01/2024 – 20/04/2024	21 January 2024	21 January 2024	58,778,561	21 January 2024
26.		2					20/04/2024 – 19/07/2024	20 April 2024	20 April 2024	58,778,561	20 April 2024

27.		3					19/07/2024 – 17/10/2024	19 July 2024	19 July 2024	58,778,561	19 July 2024
28.		4					17/10/2024– 15/01/2025	17 October 2024	17 October 2024	58,778,561	17 October 2024
29.	Year 8	1	221,093,670	19,898,430	240,992,100	240,992,100	15/01/2025 – 15/04/2025	15 January 2025	15 January 2025	60,248,025	15 January 2025
30.		2					15/04/2025 – 14/07/2025	15 April 2025	15 April 2025	60,248,025	15 April 2025
31.		3					14/07/2025 – 12/10/2025	14 July 2025	14 July 2025	60,248,025	14 July 2025
32.		4					12/10/2025– 10/01/2026	12 October 2025	12 October 2025	60,248,025	12 October 2025
33.	Year 9	1	226,621,011	20,395,891	247,016,902	247,016,902	10/01/2026 – 10/04/2026	10 January 2026	10 January 2026	61,754,226	10 January 2026
34.		2					10/04/2026 – 09/07/2026	10 April 2026	10 April 2026	61,754,226	10 April 2026
35.		3					09/07/2026 – 07/10/2026	9 July 2026	9 July 2026	61,754,226	9 July 2026
36.		4					07/10/2026 – 05/01/2027	7 October 2026	7 October 2026	61,754,226	7 October 2026
37.	Year 10	1	232,286,537	20,905,788	253,192,325	253,192,325	05/01/2027 – 05/04/2027	5 January 2027	5 January 2027	63,298,081	5 January 2027
38.		2					05/04/2027 – 04/07/2027	5 April 2027	5 April 2027	63,298,081	5 April 2027
39.		3					04/07/2027 – 02/10/2027	4 July 2027	4 July 2027	63,298,081	4 July 2027
40.		4					02/10/2027 – 02/01/2028	2 October 2027	2 October 2027	63,298,081	16 February 2019
Grand Total										2,494,693,540	

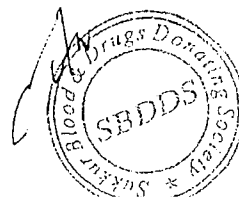
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SCHEDULE – “C” - LIST OF RBC Assets

Sr No.	Item No	Lot No and Item Description	Manufacturer	Model No	Brand	Country of Origin	Quantities by RBC
Lot No. 1 - Blood Transfusion							
1.1	BLBC01	mixer/ scale for blood collection	LMB	Bagmatic SL	LMB	Gernany	16
1.2	BXRH01	view box rhesus	LMB	Rh View Box	LMB	Gernany	1
1.3	CNDE01	connection device sterile	TerumoBC T	TSCD II	TerumoBC T	Belgium	2
1.4	EXPL01	extractor plasma manual	LMB	Plasma Extractor PE-1000	LMB	Gernany	2
1.5	EXPL02	extractor plasma automatic	LMB	Novomatic	LMB	Gernany	1
1.6	INAG01	incubator and agitator platelet	LMB	Climax 120B & Agitator 96	LMB	Gernany	2
1.7	MGLN01	lens magnifying with light	Sunnex	MLGN01	Sunnex	USA	1
1.8	SEAL02	sealer tube portable	LJUNGBERG & KOGEL AB	CR 6 PS	KOGEL	Sweden	5
1.9	SEAL03	sealer tube electric tabletop	LMB	Sealmatic M	LMB	Gernany	1
<i>Sub-total Lot No. 1</i>							<i>31</i>
Lot No 2: Refrigerator / Freezer							
2.10	BXTR03	box transport red blood cell with ice packs	Shanghai SCC	SBE-A180	KW Apparechhi	China	5
2.11	BXTR04	box transport whole blood 20 bags	Waeco Domestic	CF-32UP	KW Apparechhi	USA	6
2.12	BXTR05	box transport FFP	Ever Med	EPRF-82-CP	KW Apparechhi	Italy	2
2.13	FREZ30	freezer plasma upright - 30degC or below	KW Apparechhi	K4062PLL	KW Apparechhi	Italy	1
2.14	FREZ33	freezer ice pack	KW Apparechhi	KBPF 180V-HT-NF	KW Apparechhi	Italy	1
2.15	RFBS03	refrigerator blood bag 360 bags	KW Apparechhi	KLAB BBR700V	KW Apparechhi	Italy	2
2.16	RFDO13	refrigerator domestic 16cll	KW Apparechhi	KRFDS3515	KW Apparechhi	Italy	1
2.17	RFDO14	refrigerator domestic 12cll	KW Apparechhi	KRFDE2711	KW Apparechhi	Italy	1
2.18	RFRS02	refrigerator reagent kits with glass door 18cll	KW Apparechhi	KLAB R700V NIA	KW Apparechhi	Italy	2
<i>Sub-total Lot No. 2</i>							<i>21</i>
Lot No. 3: Laboratory Equipment							
3.19	AUCL57	autoclave front loading 100L	Biobase bioindustry (shandong) Co Ltd	Biobase	BKM-Z150	China	
3.20	BLANI6	balance analytical 1/10,000	Shimadzu Japan	Shimadzu	AUW320	Japan	1
3.21	BLANI7	balance electronic with 5 kg loading capacity	Shimadzu Japan	Shimadzu	TXB 6200L	Japan	1
3.22	INLB07	incubator laboratory 240L	Binder	Binder	BD-240	Germany	1
3.23	MIEX60	microscope laboratory binocular	Motic	Motic	BA-210	U.K	2
3.24	MIP148	micropipettes adjustable set (5ul-1ml)	AHN Biotechnology	AHN Biotechnology	Pipet4u	Germany	3

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3.25	MIP149	micropipette 8-channel 50-200ul	AHN Biotechnology	AHN Biotechnology	Pipet4u	Germany	3
3.26	MXTB01	mixer tube	Bibby Scientific	Stuart	SRT9	Designed in U.K. Assembled in PRC	2
3.27	WBCT13	water bath 20L	Bibby Scientific	Stuart	SWB24D	Designed in U.K. assembled in PRC	2
<i>Sub-total Lot No. 3</i>							15

Sr No.	Item No	Lot No and Item Description	Manufacturer	Model No	Brand	Country of Origin	Quantities by RBC
Lot No. 4: Analyser (Haematology)							
4.28	ANHE24	analyser hematology 3 part differentials	Anbot Laboratories	Emerald	Cell Dyn	USA	1
<i>Sub-total Lot No. 4</i>							1
Lot No. 5: Analyser ELISA							
5.29	RDAU09	analyser ELISA automatic	DiaSorin S.p.A. Italy	ETI-Max 3000	ETI-Max	Germany	1
<i>Sub-total Lot No. 5</i>							1
Lot No. 6: Apheresis							
<i>Sub-total Lot No. 6</i>							-
Lot No.: 7 Centrifuge							
7.40	CFRF02	centrifuge blood bag refrigerated	Thermo Fisher Scientific	KR4i	Thermo	Germany	2
7.41	CFTB77	centrifuge bench top	Thermo Fisher Scientific	SL 16	Thermo	Germany	1
7.42	CFTB80	centrifuge cross matching	BioRad / DiaMed	Diacent 12	Diacent	Switzerland	2
<i>Sub-total Lot No. 7</i>							5
Lot No. 8: Meter Hemoglobin							
8.43	HEME03	meter hemoglobin	LMB	NBM200	HEMO	Germany	4
<i>Sub-total Lot No. 8</i>							4
Lot No. 10: Analyser CLIA							
10.44	RDAU10	Analysar CLIA automatic	Roche	Cobas e411	Roche	EEC/Japan/US A	1
<i>Sub-total Lot No. 10</i>							1
Total Cost and Quantities Per RBC							79

Item No	Equipment	Brand/Model	Quantities by RBC	Total Quantities
M01	Server (Small Business Class)	Dell, PowerEdge R730	1	1
M02	All-in-One PC Workstation including 6 for HBBS	Dell, Optiplex 3020 Minitower	20	20
M03	Laptop (6 for PMs added in the total)	Dell, Latitude 3440	2	2
M04	Desk Laser Printer	HP	2	2
M05	Business Copier/Printer	Canon IR 2525 with toner and DADF	1	1
M06	UPS 1000VA (PCs)	HP, 900C II Series	20	20
M07	UPS 3000VA for server	HP, 900 C II Series	1	1
M08	Barcode - Printers	Zebra, ZT410	2	2
M09	Barcode - Scanners (Handheld Laser/CCD)	Motorola, LS2208	9	9
M10	Backup Solution (External HDD/DVD/Cloud)	Seagate, 4220	1	1

STATEMENT OF WORK
 EQUIPMENT PURCHASEMENT
 GOVERNMENT OF INDIA



M11	Data Projector (Standard Wall-mounted)	Dell	1	1
M12	Tablet - Android 10"	Lenovo, A7600	2	2
M13	Cell phone - Android	Lenovo	2	2
	12 months warranty			0
	Other installation works			0
	24 months post warranty			0
	Antivirus for Workstations including 6 for PM laptops	Kaspersky Endpoint Security for Business	22	22
	Server Antivirus	Kaspersky Endpoint Security for Business	1	1
	Sub-total ICT Hardware		87	87

Item No	Equipment	Brand/Model	Quantities by RBC	Total Quantities
M14	LAN/WAN Router	HP	1	1
M15	HP 10/100 autosense switch 24 port	HP	2	2
M16	UPS 3000VA for for Switches and PABX	EMERSON	1	1
	Network Equipment Installation and Network setup		1	1
	Post Warranty Services and Support (24 Month)		1	1
	Training for Network		1	1
	12 months Warranty			
	Sub-total Networking Equipment		7	7

M17	Hybrid PABX (Small Business) Supply, installation, testing and commissioning of Digital Hybrid IP PBX Telephone Exchange Metal - 3000 Series Model (METEL - 3000) with capacity 8+32 lines with all accessories		1	1
M18	Telephones Supply, installation, testing and commissioning of Single line Telephone sets (Panasonic KXT 7703) with business phone features, line chords, receiver, chords and batteries.		12	12
	12 months warranty and 24 months extended comprehensive maintenance warranty covered			
	Sub-total Telephony		13	13

Description	Quantity	
	Sukkur (20 K)	Total
Blood Bank MIS Licence	1	1
Project Management	1	1
Implementation server and rollout	1	1
Interfacing with medical equipment	1	1
Extended support and maintenance for 24 months post warranty	1	1
Training of super users and admin	1	1
Training of users	1	1
Total	7	7

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No.	Item Code	Item Description	Quantities by RBCs
1	CODO01	Couch donation	8
2	CODO03	Couch collapsible	8
3	GE04	Tube racks	8
4	GE05	Tube racks	8
5	GE06	Forceps	12
6	GE07	Gloves for freezer	2
7	GE08	Micro pipette stand	6
8	GE11	Wheel chair	4
9	GE12	Hand Sanitizer	15
10	GE13	Hand dryer/blower	9
11	GE14	Measuring Cylinders	6
12	MI02	Dirty linen holders	4
13	MI03	Dirty linen trolley	2
14	MI12	Steel tray with cover	10
15	MI14	Sharp containers	8
16	SPHY02	Sphygmomanometer mobile stand	8
17	SPHY03	Sphygmomanometer desk	8
18	STBL01	Stand blood bag	2
19	TRIN06	Trolley instrument blood donation	8
		Total	136



SECRET
GOVERNMENT

Item Code	Item Description	Quantities
FI01	Visitor chair (seat beam stainless steel for waiting area)	12
FI02	Dinning table	3
FI03	Computer table	10
FI04	Office chair (visitor)	100
FI04b	Office chair (low back)	20
FI04c	Office chair (high back)	30
FI06	Personal cupboard	4
FI07	File cabinet	8
FI09	Sofa set - two seater	8
FI10	Office table	18
FI11	Meeting table	2
FI12	Steel cabinet	6
FI13	Centre table	6
FI14	Dining chair	14
FI15	Operator chair	20
TBFL01	Table plastic foldable	10
	Total	271



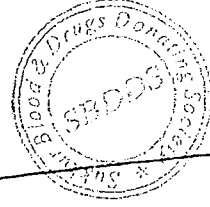
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FINANCE DEPARTMENT
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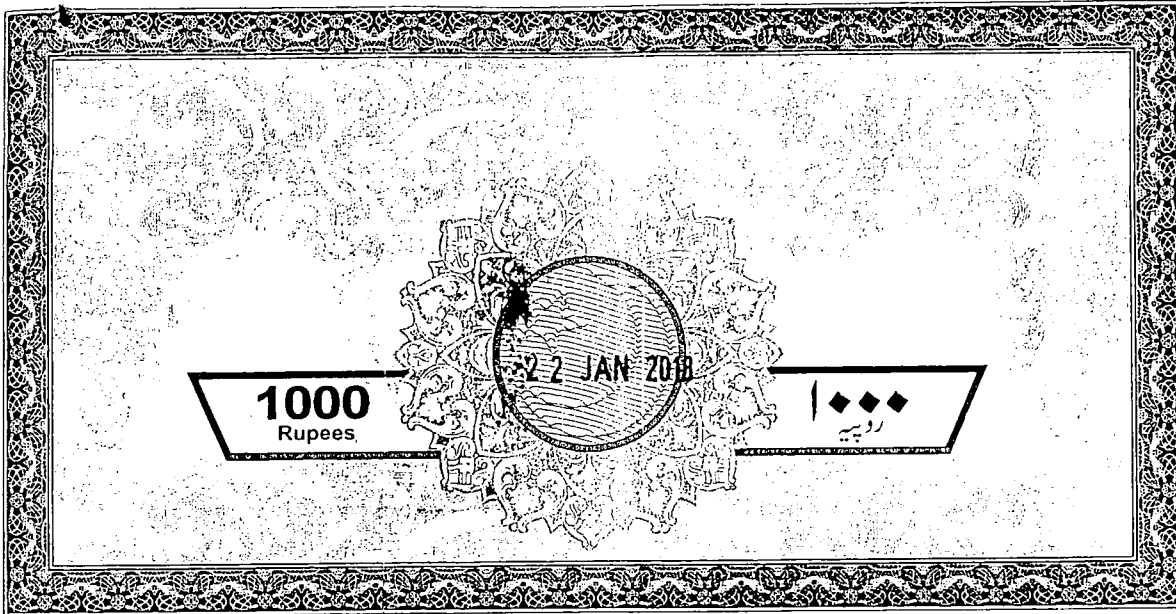
SCHEDULE - "D" - LIST OF HBB

The following HBBS shall be attached with the handed over RBC to the Manager, however, if during the concession period the demand of blood bags is increased beyond 20,000 blood bags, the number of attached shall be curtailed/reduced by the Manger with the intimation to the Authority duly supported with reasonable evidence.

1. CMC Hospital Larkana
2. DHQ Hospital Kamber Shahdadkot
3. Civil Hospital Khairpur Mir's
4. RBUT/Civil Hospital Shikarpur
5. Civil Hospital Jacobabad
6. DHQ Hospital Ghotki
7. Civil Hospital Sukkur

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MUHAMMAD BAQAULLAH SIDDIQUI
LIC. NO: 58,

(RUPEES ONE THOUSAND ONLY)

Seal of the Government of Sindh
Court Karachi
22 JAN 2018
COMPENDERS SIGNATURE

CONCESSION AGREEMENT

This AGREEMENT is made at Karachi on this the _____ day of _____, 2018 (the "Signing Date");

BETWEEN:

(1) THE GOVERNMENT OF SINDH, acting through the Secretary, Health Department, Government of Sindh, having its principal office at Sindh Secretariat, Karachi, Pakistan (hereinafter referred to as the "Authority/ GoS", which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns), of the one part;

AND

(2) THE INDUS HOSPITAL, a company incorporated under Section 42 of the Companies Ordinance, 1984 and having its registered office at Plot C-76, Sector 31/5, Korangi Crossing, Karachi, Pakistan (hereinafter referred to as the, which expression shall, unless repugnant to the context or meaning thereof, include its successors-in-interest, permitted assigns and substitute), of the other part;

(the Authority / GoS and the Manager shall collectively be referred to as the "Parties" and individually as the "Party").

RECITALS:

(1) The Authority, through the Public Private Partnership Node Health Department assisted by the Public Private Partnership (PPP) Unit, Finance Department, Government of Sindh intends to contract out the management of Regional Blood Centers which were constructed by the Government of Germany through kfw-German Development Bank with the objectives of improving safe blood transfusion in line with international standards. The Authority aims to significantly improve the coverage and utilization of health-care services, quality of care, and equity of access to services by geographical areas, income levels, and women and children, thus facilitating population of the Sindh.

On 10th June 2017, the Authority issued Request for Proposals (the "Request for Proposal" or "RFP") to prospective bidders for, *inter alia*, inviting submission of bids for the management, operations and maintenance of the RBC in Jamshoro and the connected hospital blood banks as

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listed in Schedule D (the "Project") for the period of ten (10) years. After the technical evaluation of the bids and the subsequent financial evaluation by the Technical and Financial Evaluation Committee (TFEC) constituted for the Project, the Manager was found to be the Successful Bidder for RBC in Jamshoroin terms of the RFP. In light of that, a letter of award has been issued to the Manager.

- (3) The Authority now wishes to enter into this Agreement with the Manager for the execution of the Project, subject to and on the terms and conditions set forth herein;
NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

I. DEFINITIONS

- 1.1 In this Agreement, the following words and expression shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

"Additional Cost" means the additional capital expenditure and / or the additional operating cost and / or, any adverse financial impact on the Manager and/or additional taxes and/or all of the above as the case may be, which the Manager has or would be required to incur and which has / have arisen as a consequence of Additional Services or Change in Law; provided, that the Additional Costs shall be paid to the Manager by the Authority in terms as mutually agreed between the Parties;

"Additional Services" shall have the meaning ascribed thereto in Section 16.1;

"Additional Services Notice" shall have the meaning ascribed thereto in Section 16.2.1;

"Additional Services Order" shall have the meaning ascribed thereto in Section 16.3.3;

"Affected Party" has the meaning given in Section 18.1;

"Agreement" means this Agreement, its Recitals, and Schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;

"Approved Budget" means the cost of managing operations of RBC by the Manager as mentioned in the Schedule B and shall be paid to the Manager in accordance with the provisions of this Agreement;

"Annuity Amount Payments" means the payments to be made by the Authority to the Manager at the beginning of each calendar quarter for performing its obligations under this Agreement which shall be the total aggregate of the Management Fee and Approved Budget as provided in Schedule B subject to Annuity Amount Payment Adjustment;

"Annuity Amount Payment Certificate" shall have the meaning ascribed thereto in Section 9.3.1;

"Annuity Amount Payment Date" means each such date on which the Annuity Amount Payments shall be paid by the Authority to the Manager, being the dates set out in the Annuity Amount Payment Schedule B;

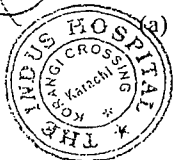
Annuity Amount Payment Evaluation Date means:

- (a) in respect of the first (1st) Annuity Amount Payment Date, the Annuity Amount Payment Date;
- (b) in respect of each other Annuity Amount Payment Date, the date falling thirty (30) days immediately prior to such Annuity Amount Payment Date;

"Annuity Amount Payment Evaluation Period" means:

- (a) in respect of the first Annuity Amount Payment Date, a period equal to zero (0) days;

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(b) in respect of each other Annuity Amount Payment Date, the period between the two (2) Annuity Amount Payment Evaluation Dates falling immediately prior to such Annuity Amount Payment Date.

"Annuity Payment Account Funding Amount" means, in respect of an Annuity Amount Payment Account Funding Date relating to an Annuity Amount Payment Date, an amount equal to that set out in the Annuity Amount Payment Certificate.

"Annuity Amount Payment Account Funding Date" means the date on which the Authority shall fund the Annuity Amount Payments in the Authority Annuity Amount Payment Account for each Operational Year, as set out in the Annuity Amount Payment Schedule B;

"Annuity Amount Payment Account Standing Instructions" shall have the meaning ascribed thereto in Section 9;

"Annuity Amount Payment Adjustment" means, in relation to an Annuity Amount Payment Date, the adjustment (being an amount in Pakistani Rupees) to be made to the Annuity Amount Payment relating to such Annuity Amount Payment Date (excluding the first Annuity Amount Payment Date), as calculated through application of the Annuity Amount Payment Adjustment Formula in accordance with KPIs and as set out in the Annuity Amount Payment Certificate;

"Annuity Amount Payment Adjustment Events" shall have the meaning ascribed thereto in Section 9.2.2;

"Annuity Amount Payment Adjustment Formula" means the formula for adjusting each Annuity Amount Payment relating to an Annuity Amount Payment Date due to occurrence of Annuity Amount Payment Adjustment Events during the Annuity Amount Payment Evaluation Period relating to such Annuity Amount Payment Date, as set out in SCHEDULE B;

"Annuity Amount Payment Invoice" shall have the meaning ascribed thereto 9.4.1(a);

"Applicable Laws" means any laws, promulgated or brought into force and effect by the GoS, the Authority or any local government having jurisdiction over the Project, as well as rules, regulations, orders and notifications made pursuant to such laws, as well as, *inter alia*, judgments, decrees, injunctions, writs and orders of any Pakistan court, as may be applicable;

"Applicable Standards" means the standards, requirements, criterion and timelines (as applicable) set out in relation to and applicable to Services and the performance by the Manager of their respective obligations under this Agreement (including all Schedules attached hereto);

"Authority" shall have the meaning ascribed thereto in the Preamble;

"Authority Annuity Amount Payment Account" means the account to be established by the Authority and notified to the Operator and the Independent Auditor as an Authority Condition Precedent;

"Authority Condition Precedent" shall have the meaning ascribed thereto in Section 2.3.1.2;

"Authority Representative" means an Authority employee or representative responsible for oversight of certain functions at the RBC;

"Bid Security" means the bid security submitted by the Manager pursuant to the RFP in connection with its Bid for the Project;

"Concession" shall have the meaning ascribed thereto in Section 3;

"Capital Account" means shall have the meaning ascribed thereto in Section 10.1;

"Change in Law" means the occurrence of any of the following subsequent to the Effective Date: the modification, amendment, variation, alteration or repeal of any existing Applicable Law; or

(i) the coming into effect of any new Applicable Law; changes in the interpretation, application or enforcement of any Applicable Law or judgment by any court/ Government authority;

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(iii) the introduction of the requirement for the Manager to obtain any new Applicable Permits; or

(iv) the introduction of any Taxes,

provided that Change in Law shall not include:

(i) any statute that has been published in draft bill form or as a bill that has been placed before the legislature or that has been passed by the relevant legislature as a bill but has not come into effect prior to the date of this Agreement, which is not in the public domain;

(ii) a draft regulation or statutory instrument or delegated legislation that has been published prior to the date of this Agreement and which is in the public domain; or

"Contract Period" means a period starting on the Operations Commencement Date and ending on the Final Expiry Date or the Termination Date (whichever is earlier);

"Effective Date" means the date notified by the Authority to the Manager as being the date on which each of the Conditions Precedent stand satisfied, waived and/or deferred;

"Events of Default" means the Authority Events of Default and/ or the Manager Events of Default, as the context may require;

"EoDRemedy Period" shall have the meaning ascribed thereto in Section 13.1.2;

"Escrow Agreement" means the agreement to be entered into between the Authority, the Manager, the Escrow Bank and any other Person agreed by the Parties;

"Escrow Account" means the bank account of the Authority, maintained and operated through irrevocable instructions issued in accordance with the Escrow Account Agreement;

"Escrow Bank" means the bank which will enter into an Escrow Account Agreement with the Authority and be the custodian of the Escrow Account;

"Final Expiry Date" means the date falling on the tenth (10th) yearly anniversary of the Operations Commencement Date; however, the Authority and the Manager may agree to extend the Final Expiry Date (and, as a result, the Concession and the Contract Period) with mutual written consent;

"Force Majeure Event" shall have the meaning ascribed thereto in Section 18.1;

"Force Majeure Notice" shall have the meaning ascribed thereto in Section 18.3;

"Force Majeure Costs" means all such costs that are directly attributable to, arise from and are a direct result of, in each case, a Force Majeure Event and shall include any additional capital expenditures; any additional construction costs; and any additional operating costs; provided, however, for the purposes of determining such costs, information contained in the Financial Model shall be relied upon;

"Force Majeure Period" means the period commencing from, subject to Section 18.1, the date of occurrence of a Force Majeure Event and ending on the earlier of: (a) the date on which the Affected Party resumes or should have resumed such of its obligations the performance of which it was excused in terms of Section 18.3 or (b) the Termination Date of the Agreement; as applicable.

"Good Industry Practice" means the exercise of that degree of skill, diligence and prudence, and those practices, methods, specifications and standards of equipment, safety and performance, as may change from time to time and which would reasonably and ordinarily be expected to be used by a skilled and experienced contract or Manager engaged in construction, management, operation and maintenance of facilities, equipment or systems of the type and size similar to the Project. Good Industry Practice includes, without limitation, Performance Standards.

"Handing Over Certificate" means the certificate to be issued by the Independent Expert upon transfer of RBC Assets to the Manager by the Authority;

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“**Handing Over Date**” means the date on which the Independent Expert issues Handing Over Certificate to the Manager;

“**Health Department**” means the Health Department, Government of Sindh;

“**HBB's**” means Hospital Based Blood Banks which are catered by the RBC as listed in Schedule D,

“**Hired Staff**” shall mean the staff particularly hired by the Manager for the performance and execution of the Concession Agreement;

“**Independent Expert**” or “**IE**” means the expert appointed in respect of the Project in accordance with Section 1 and in terms of the Independent Expert Agreement;

“**Independent Expert Agreement**” means the agreement to be entered into between the Authority, the Manager, the Independent Expert and any other Person agreed by the Parties in accordance with Section 1 of this Agreement;

“**Key Performance Indicators**” or “**KPIs**” mean the key performance indicators that have been developed by the Authority to measure the performance of the Manager against each activity under this Agreement, as set out in Schedule A of this Agreement;

“**KPI Performance Score**” has the meaning ascribed thereto in Schedule A;

“**Long-stop Date**” has the meaning ascribed thereto in Section 2.3.1;

“**Manager**” shall have the meaning ascribed thereto in the Preamble;

Manager Annuity Amount Payment Account means:

- (a) for the Pre-Operations Period, the Capital Account; and
- (b) for the Operations Period, the Operations Account;

“**Material Adverse Effect**” means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations in accordance with the provisions of this Agreement, which act or event causes a material financial burden or loss to either Party;

“**Material Breach**” means breach by either Party of any of its /their obligations under this Agreement which has/is likely to have a Material Adverse Effect on the Project and which such breaching Party shall have failed to cure by the date falling forty-five (45) days following the date of receipt of a notice issued by the non-breaching Party to the breaching Party to cure such breach.

“**Manager Condition Precedent**” shall have meaning ascribed thereto in Section 2.2.1.1;

“**Management Fee**” shall mean the amounts (which are part of the Annuity Amount Payments) as set out in the Schedule B;

“**Notice of Intent to Terminate**” shall have the meaning ascribed thereto in Section 13.1.2;

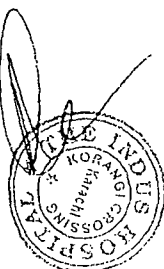
“**Operations Commencement Date**” means the date on which the Pre-Operations Works are completed, as certified by the IE;

“**Operations Account**” means the account to be set up by the Manager and used for financing the operational activities of the RBC's during the Operation Period.

“**Operational Year**” means a period of twelve (12) months commencing on Operations Commencement Date and ending on the subsequent yearly anniversary of such date;

“**Parties**” means the parties to this Agreement collectively and “**Party**” shall mean any of the parties to this Agreement individually;

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"Payable Annuity Amount Payment" means, in respect of an Annuity Amount Payment Date, an amount equal to the difference between:

(a) the Annuity Amount Payment relating to such Annuity Amount Payment Date (as set out in the Annuity Amount Payment Schedule B); and

(b) the Annuity Amount Payment Adjustment relating to such Annuity Amount Payment Date;

as set out in the Annuity Amount Payment Certificate. For sake of clarity there shall be no Annuity Amount Payment Adjustment in respect of the first Payable Annuity Amount Payment.

"Performance Security" means the security deposit that the Manager is required to provide as Conditions Precedent and may be renewable during the Contract Period, either in the form of a pay order or demand draft or bank guarantee, issued by a scheduled bank in Pakistan (with a minimum credit rating of at least 'AA-' as rated by JCR VIS or an equivalent rating by PACRA) acceptable to the Authority, of an amount equal to 1% of the Pre-Estimated Project Cost;

"Pre-Operations Period" means the period commencing from the Effective Date and expiring on Operations Commencement Date, during which the Manager is required to undertake the Pre-Operations Works;

"Pre-Estimated Project Cost" means the Approved Budget for the Contract Period, as specified by the Manager in their bids submitted in response to the RFP;

"Project" shall have the meaning attributed thereto in the Recitals above.

"RBC Assets" means all buildings, equipment, supplies, furniture, fixtures and inventory of RBC as set out in detail in Schedule E.

"Regional Blood Center" or "RBC" means the state of the art regional bloodcenter, in GMC Civil Hospital Jamshoro constructed by the Health Department Government of Sindh with the assistance from KfW-German Development Bank which is being handed over to the Manager for the purposes of the Project in terms of this Agreement;

"Required Operations Commencement Date" means the date falling on one hundred and twenty (120) days from the Effective Date or any other date as may be mutually agreed between the Parties;

"Remedial Action Notice" shall have the meaning ascribed thereto in Section 13.1.1;

"Remedial Period" shall have the meaning ascribed thereto in Section 13.1.1; and

"Training Need Assessment" means the assessment conducted by the Manager from time to time to ascertain the training needs of the Hired Staff;

1.2 Rules of Interpretation

1.2.1 In this Agreement unless the context otherwise requires:

(iii) The words importing the singular mean the plural and vice-versa; and words importing the masculine shall include the feminine and neuter and vice-versa.

(iv) Where any word or expression is given a defined meaning, any other grammatical form of that word or expression shall have the corresponding meaning, where the context requires.

(v) "Section" and "Annex" shall refer, respectively to Sections of and Annexes to this Agreement. The Annexes to this Agreement shall form part and parcel of this Agreement.

(vi) The headings and sub-headings in this Agreement (and references to them) are included for convenience only and shall not be taken into account in interpreting this Agreement.

The references to any agreement or deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may, from time to time, be amended, varied, supplemented or novated.

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- (viii) A requirement that a payment be made on a day which is not a business day shall be construed as a requirement that the payment be made on the next following business day.
- (ix) The words "written" and "in writing" includes a facsimile transmission and any means of reproducing works in a tangible and permanently visible form.

2. COMMENCEMENT, DURATION & CONDITIONS PRECEDENT

2.1 DURATION OF THIS AGREEMENT

2.1.1 This Agreement shall be for a period commencing from Signing Date and expiring on the tenth (10th) anniversary of Operations Commencement Date.

2.2 CONDITIONS PRECEDENT

2.2.1 The Parties shall satisfy or procure the satisfaction of their respective Conditions Precedent as soon as reasonably possible and in any event within thirty (30) days of Signing Date (the Long-stop Date).

2.2.1.1 The Conditions Precedent to be satisfied by the Manager (the Manager Conditions Precedent) are as follows:

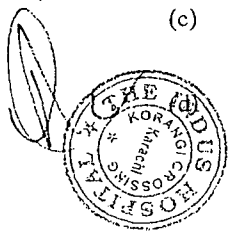
- (a) The Manager has submitted to the Authority certified true copies of all resolutions adopted by the board of directors/management of the Manager authorizing execution, delivery and performance of this Project and the Agreement;
- (b) The Manager has submitted to the Authority certified true copies of all resolutions adopted by the board of directors/management of the Manager authorizing a specified person or persons to execute this Agreement on behalf of the Manager; and all undertake all other acts specifically relating to the Agreement, as contemplated by this Agreement;
- (c) The Manager has provided to the Authority the Performance Security, which shall be effective and valid for at least ninety (90) days beyond the Final Expiry Date;
- (d) The Manager has entered into the Independent Expert Agreement for the appointment of Independent Expert for the Project;
- (e) The Manager has opened the Capital Account with a reputable bank acceptable to the GoS and the same has been notified to the GoS and the Independent Expert;
- (f) The Manager has opened the Operations Account with a reputable bank acceptable to the GoS and the same has been notified to the GoS and the Independent Expert; and
- (g) The Manager has taken over the RBC Assets and HBB's and procure the Handing Over Certificate from the IE.

2.2.1.2 The Conditions Precedent to be satisfied by the Authority (the Authority Conditions Precedent) are as follows:

- (a) The Authority has and handed over the RBC Assets and HBB's free from any encumbrances and clear of all dues and utility charges and certified by IE in the Handing Over Certificate;
- (b) The Authority has entered into the Independent Expert Agreement for the appointment of Independent Expert for the Project;
- (c) The Authority has established a Authority Annuity Payment Account and notified the same to the Independent Expert and the Manager;

The Authority has appointed Authority Representative(s) for the Project; and

SECRETARY
HEAD OFFICE
GOVERNMENT OF SINDH

(e) The Authority shall clear all outstanding bills including, electricity, gas, water & conservancy and other utilities bills, and all taxes including property tax, local government tax and any other taxes and levies due up till the Effective Date

2.2.1.3 Each Party shall promptly inform the other Party in writing (together with a copies delivered to the Independent Expert) when the Conditions Precedent for which it is responsible, have been satisfied.

2.2.1.4 The Parties hereby jointly undertake to procure the Commencement Certificate from the Independent Expert within three (3) days of the date on which the Independent Expert is satisfied that each of the Conditions Precedent have been satisfied, deferred and/or waived. The Independent Expert shall set out in the Commencement Certificate the date on which the Effective Date is achieved.

2.3 CONSEQUENCES OF FAILURE TO FULFILL THE CONDITIONS PRECEDENT

2.3.1 If the Authority fails to fulfill any of the Conditions Precedent that it is required to fulfill under Section 2.2.1.2 by the Long-stop Date (unless waived or deferred by the Manager in its absolute discretion), the Manager shall be entitled to terminate this Agreement by issuing a written notice of Thirty (30) Days to the Manager. On such termination, the Authority shall not be entitled to encash the Performance Security of the Manager and shall return the Performance Security to the Manager without any demands or claims.

2.3.2 If the Manager fails to fulfill any of the Conditions Precedent that it is required to fulfill under Section 2.2.1.1 by the Long-stop Date (unless waived or deferred by the Authority in its absolute discretion), the Authority shall be entitled to terminate this Agreement by issuing a written notice of 30 (Thirty) Days to the Manager. On such termination, the Authority shall be entitled to draw on the Security of the Manager (and if the Performance Security has not been submitted by the Long-stop Date, the Bid Security) in its entirety, as a genuine pre-estimate of and reasonable compensation for loss and damages caused to the Authority as a result of the Manager's failure to fulfill the Conditions Precedent and implement the Project in accordance with the terms and conditions of this Agreement.

3. CONCESSION AND CONTRACT PERIOD

3.1 In consideration of the Manager's obligations contained in this Agreement and relying on the Managers warranties contained herein, the Authority, subject to the terms of this Agreement, hereby grants to the Manager and authorizes it, for the duration of the Contract Period, to implement the Project and to operate, maintain the RBC and exercise and enjoy the rights, powers, benefits, privileges, authorizations and entitlements as set forth in this Agreement (the Concession).

4. OBLIGATIONS OF THE AUTHORITY

4.1 The Authority shall, from the Effective Date and until the Final Expiry Date or the Termination Date, perform the following obligations:

- (a) The Authority shall make payments to the Manager in accordance with the Agreement;
- (b) All other obligations as set out in this Agreement and any other agreement entered into with the Manager in respect of the Project.

5A. OBLIGATIONS OF THE MANAGER

5A.1 The Manager shall, from the Effective Date and until the Final Expiry Date, diligently undertake, perform and complete the following obligations in accordance with the Applicable Standards:

- (a) take over the rights and control of all RBC Assets and HBB's, pertaining to the use and management of the same, subject to the terms and conditions of this Agreement;
- provide vehicles for safe and secure transport of the blood bags, to and from the department of RBC's and HBBs;

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GOVERNMENT OF KENYA



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- (c) provide technical and/or other trainings to Hired Staff deployed at the RBC(s) to ensure capacity building at the RBC(s), based on Training Need Assessment;
- (d) be responsible for the availability of essential kits, consumable, and all repair of the equipment including general maintenance of RBCs;
- (e) ensure the provisions of services in a prudent and coherent manner;
- (f) be responsible for any loss or damage to the RBC or the RBC Assets due to any malpractice and/ or negligence by the Manager.
- (g) be responsible for the cost of utilities and due maintenance of equipment, furniture and buildings of the RBC to ensure that the RBC and the RBC Assets are at Applicable Standards (in accordance with law) during the Contract Period;
- (h) be responsible for all government taxes, duties and levies including local government tax during the Contract Period;
- (i) ensure that the RBC and the RBC Assets transferred to the Manager under this Agreement shall be maintained in good working condition and shall solely be used for safe blood transfusion purposes or any other additional services, as determined by the Authority from time to time;
- (j) use the logo of the Authority along with its own logo in all official publications including but not limited to signboards, letter heads and official cards, and in any course of events organized in connection with the assignment under this Agreement;
- (k) place signboard with logo of the Authority at the RBC for visibility of the assignment under this Agreement;
- (l) be authorized to display his logo on all the signage of the RBC and on its stationary;
- (m) make the best possible use of the services of the Hired Staff at the RBC, subject to the terms and conditions of their appointment, for the optimum performance of its obligations under this Agreement;
- (n) provide to the Authority and the Independent Expert, a quarterly progress report in relation to the services performed by the Manager including the expenses incurred by the same. The report shall comprise at least the information as required by the Authority and IE;
- (o) maintain a record of financial transactions and accounts in such manner as is expected of a corporate body and provide the same to the Authority and IE on quarterly basis;
- (p) maintain an inventory register for all items procured or purchased under this Agreement;
- (q) not assign rights or delegate obligations to any other party under this Agreement, without prior written consent of the Authority;
- (r) hand back to the Authority the RBC Assets in the working condition at the Final Expiry Date or Termination Date, whichever comes earlier;
- (s) provide any information pertaining to the Project to Independent Expert and/or the Authority anytime as required by IE and/or the Authority;
- (t) obtain relevant ISO certification on or before the commencement of fourth Operational Year and notify the same to the Authority and the IE;
- (u) carry out the services under this Agreement in accordance with the Approved Budget and shall not claim for any expenses beyond those as set out in the Approved Budget.

shall notify and seek written consent from the Authority if it obtains any financing or donation, charity, philanthropic gifts, including financial or non-financial, for providing services under the scope of this Agreement from a third party during the Contract Period.

The Manager shall utilize such support received from a third party as per the instructions of the Authority;

- (w) Any or all income generated under this Agreement shall be utilized for the Project. The Manager shall report such income generation and provide written documentation to the Authority on quarterly basis.

5B. PRE-OPERATIONS WORKS

5B.1 The Manager, during the Pre-Operations Period, shall be responsible for the procurement and delivery of the following (the **Pre-Operations Works**):

- (a) Carry out an initial assessment of the quality and availability of the consumables and needs of the HBB(s) and submit a report on the same to the Independent Expert (with a copy delivered to the Authority);
- (b) Carry out a preliminary survey of the RBC Assets including but not limited to, the infrastructure, equipment, inventory, training aids, tools, furniture & fixtures and submit a report on the same to the Independent Expert (with a copy delivered to the Authority);
- (c) Recruit the Hired Staff required for the Project in accordance with the Article 8;
- (d) Conduct training of the Hired Staff;
- (e) Procure the required fully equipped cold chain vehicles to be used specifically for transportation of blood bags; and
- (f) Organize voluntary blood donation camps.

5B.2 The Manager shall complete the Pre-Operations Works on or prior to the Required Operations Commencement Date.

5B.3 In consideration of the performance of Pre-Operations Works by the Manager, the Authority shall make the Annuity Payments in accordance with Section 9.

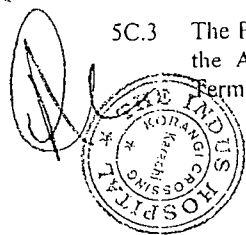
5C. RBC ASSETS

5C.1 RBC Assets shall be handed over by the Authority, as an Authority Conditions Precedent to the Manager for the Contract Period.

5C.2 The Manager shall, upon handing over of the RBC and/or the RBC Assets by the Authority, conduct a thorough inspection and evaluation of each asset, equipment and machinery present at the RBC in the presence of the Independent Expert and the Authority. The Manager shall promptly notify the Authority, through the IE, if any of the RBC Assets is not in a functional order and the required repair, replacement or servicing of such RBC Asset including the costs required for such repair, replacement or servicing. The Authority may hire an independent expert of the relevant profession for verification (the **Surveyor**) of the fault or breakdown of RBC Assets and for estimation of the cost for the repair, replacement or servicing. Cost of hiring the Surveyor is borne by the Manager. The Authority undertakes to make payments for the repair, replacement or servicing of such RBC Assets along with the reimbursement of the cost of hiring the Surveyor, as certified by the IE. The Manager shall make such repair, replacement or servicing within the time period mentioned by the IE and the Authority. The IE shall verify whether such repair, replacement or servicing has been made in the prescribed time and report the same to the Authority. In case of fault or breakdown in RBC Assets which causes significant impact in the performance of the Manager under this Agreement, the IE may adjust KPIs for the relevant quarter.

5C.3 The Parties hereby agree and acknowledge that the RBC Assets shall remain in the ownership of the Authority and shall be handed back to the Authority on the Final Expiry Date or the Termination Date (whichever is earlier).

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6. PERFORMANCE SECURITY

- 6.1 The Manager hereby undertakes to provide and deliver the Performance Security to the Authority.
- 6.2 The first Performance Security provided shall become effective simultaneously upon issuance and thereafter, each Performance Security provided later shall automatically become effective simultaneously upon return of the previous Performance Security.
- 6.3 The Performance Security:
- (a) shall not be secured through RBC or any RBC Assets and no encumbrance of any nature shall be created on the RBC or RBC Assets.
- 6.4 All costs, expenses, fees and other charges of any nature, in each case, associated with the issuance, maintenance and encashment of the Performance Security shall solely be on account of the Manager.
- 6.5 The Performance Security shall be encashable in accordance with the terms hereof and shall be payable on the Authority's first written demand without any prior notice, reference or recourse to the Manager or any other entity.
- 6.6 The Performance Security provided by the Manager in respect of an Operational Year shall remain in force and effect until the date that falls on the expiry of such Operational Year subject to receipt by the Authority of a fully valid and effective Performance Security for the subsequent Operational Year in accordance with the terms of this Agreement on or prior to such date (the **Performance Security Expiry Date**). In the event an Performance Security expires prior to the Performance Security Expiry Date, the Manager shall extend the validity of the Performance Security, at least fifteen (15) business days prior to its expiry, so as to keep it valid and enforceable until the Performance Security Expiry Date. In the event of failure by the Manager to keep valid or extend the validity of any of the Performance Security in accordance with this Section of this Agreement, the Authority shall have the right to encash such Performance Security at any time prior to its expiry to its full outstanding value at any time.
- 6.7 Upon the delivery of an Performance Security for an Operational Year (the **New Performance Security**) to the Authority by the Manager in accordance with this Section 6 (*Performance Security*) on or prior to the commencement of such Operational Year (the **New Operational Year**), the previous Performance Security issued for the previous Operational Year shall be null and void upon delivery of the New Performance Security and commencement of the New Operational Year and shall be returned to the Manager by the Authority simultaneously with the provision of the New Performance Security.
- 6.8 Notwithstanding anything to the contrary, the Manager hereby undertakes and agrees that the Performance Security shall remain valid:
- (i) in case of Termination, at least for one (1) year after the Termination Notice has been issued; or
- (ii) in case of expiry of this Agreement on the Final Expiry Date, one (1) year after the Final Expiry Date.

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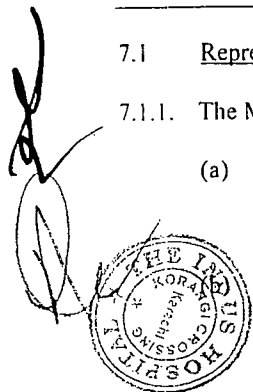
7. REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties of the Manager

7.1.1. The Manager represents and warrants to the Authority that:

- (a) it is incorporated under the laws of Pakistan, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;

its registered office is situated at Indus Hospital, Karachi;



- (c) it has taken all necessary corporate and other actions under applicable laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- (d) it has the financial standing, technical ability and capacity to perform its obligations under this Agreement;
- (e) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- (f) it is subject to the laws of Pakistan, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising hereunder including any obligation, liability or responsibility hereunder;
- (g) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its constitutional document or memorandum and articles of association or any applicable laws or any covenant, contract, agreement, arrangement, understanding, decree or order to, which it or they, is or are a party or by which it or they or any of its or their properties or assets is bound or affected;
- (h) there are no actions, suits, proceedings or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;
- (i) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any government department which may result in any Material Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- (j) it has complied with all applicable laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a Material Adverse Effect on its ability to perform its obligations under this Agreement;
- (k) all rights and interests given to the Manager under this Agreement shall pass to and vest in the Authority or its nominee on the termination of this Agreement free and clear of all liens, claims and encumbrances; and
- (l) no representation or warranty by it contained herein or in any other document furnished by it to the Authority or to any government department pursuant to this Agreement contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;

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7.2 Representations and Warranties of the Authority

7.2.1. The Authority represents and warrants to the Manager that:

- (a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;
- (b) it has taken all necessary actions under the Applicable Laws to authorize the execution, delivery and performance of this Agreement;
- (c) it has the financial standing and capacity to perform its obligations under this Agreement; this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof; it has complied with the Applicable Laws in all material respects; and

The block contains a handwritten signature in black ink, followed by a circular official stamp. The stamp features the text 'SECRETARY HEALTH DEPARTMENT GOVERNMENT OF SINDH' around the perimeter and a central emblem.

(f) it has valid right to handover the RBC and the RBC Assets to the Manager.

7.3 Disclosure

7.3.1. In the event that any occurrence of circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any right, remedy or obligation of either Party under this Agreement.

8. STATUS OF STAFF & EMPLOYMENT

Hired Staff

8.1 The Manager may and engage any staff including specialists or any other ancillary staff in order to perform the Services hereunder and to achieve the respective KPIs, who shall be governed by their respective employment contracts with the Manager and shall not have any rights and claims against the Authority, during the term or upon the termination of this Agreement ("Hired Staff"). For the purposes of clarity, the Hired Staff by the Manager shall not be construed as the employees of the Authority in any case whatsoever.

8.2 The Manager shall be authorized to offer such any benefits or advantages as it deems justified in the context of functions assigned and performance demanded of the Hired Staff. These benefits shall, however, be in the nature of an agreement between the Manager and the relevant Hired Staff and the relevant Hired Staff shall not have any rights and claims against the Authority, provided that such any benefits or advantages shall not have any impact on Approved Budget.

9. ACCOUNTS AND ANNUITY AMOUNT PAYMENTS

9.1 ANNUITY AMOUNT PAYMENTS

9.1.1 Subject to the provisions of this Agreement and in consideration of the Concession and the undertaking by the Manager to perform and discharge its obligations in accordance with the terms and conditions set out in this Agreement, the Authority agrees and undertakes to pay each Payable Annuity Amount Payment to the Manager on its corresponding Annuity Amount Payment Date in accordance with the terms of this Agreement.

9.2 ANNUITY AMOUNT PAYMENT ADJUSTMENT EVENTS & ANNUITY AMOUNT PAYMENT ADJUSTMENT

9.2.1 The Annuity Amount Payments payable by the Authority to the Manager on each Annuity Amount Payment Date shall be subject to Annuity Amount Payment Adjustment (as calculated in accordance with the Annuity Amount Payment Adjustment Formula provided in **Schedule B**) due to occurrence of the Annuity Amount Payment Adjustment Events during the Annuity Amount Payment Evaluation Period relating to such Annuity Amount Payment Date.

9.2.2 The following events (as certified in writing by the Independent Expert) shall constitute the Annuity Amount Payment Adjustment Events: provided, that the same shall not constitute an Annuity Adjustment Event in case the same results from the Permitted Events (excluding the Non-Political Events) (the **Annuity Amount Payment Adjustment Events**):

- (a) the RBC has remained out of operation at any time during an Operational Year for more than ten (10) days; or for reasons attributable to the Manager;
- (b) during the Annuity Amount Payment Evaluation Period, the Independent Expert determines that either:
 - (i) the KPI Performance Score falls below 90%;
 - (ii) the Manager has failed to maintain the RBC and/or the RBC Assets in accordance with the provisions of this Agreement; and / or
 - (iii) the actual spending by the Manager for the Services is less than the Approved Budget, irrespective of whether the RBC and/or the RBC Assets have been functioning properly or not.

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9.2.3 In the event any of the RBC and/or the RBC Assets are not operational during a given Operational Year for more than thirty (30) days for reasons attributable to the Manager (as determined by the Independent Expert), the same shall constitute as Manager Event of Default and the Authority may at its sole discretion Terminate this Agreement in accordance with Article 13.1.3 except in cases where the same is due to the Permitted Events.

9.3 DETERMINATION OF PAYABLE ANNUITY AMOUNT PAYMENT & ANNUITY AMOUNT PAYMENT CERTIFICATE

9.3.1 Ten (10) days prior to the first (1st) Annuity Amount Payment Date and thereafter within five (5) days of each Annuity Amount Payment Evaluation Date relating to an Annuity Amount Payment Date, the Manager shall procure that the Independent Expert to issue a written certificate in respect of such Annuity Amount Payment Date (the **Annuity Amount Payment Certificate**) to the Manager, the Authority and the Authority Annuity Amount Payment Account Bank setting out (wherever applicable):

- (a) the Annuity Amount Payment Adjustment Events occurring in the Annuity Amount Payment Evaluation Period relating to such Annuity Amount Payment Date;
- (b) the Annuity Amount Payment Adjustment calculated on the basis of the Annuity Amount Payment Adjustment Events occurring in the Annuity Amount Payment Evaluation Period relating to such Annuity Amount Payment Date;
- (c) the Payable Annuity Amount Payment to be paid on such Annuity Amount Payment Date; and
- (d) the Annuity Payment Account Funding Amount to be funded by the Authority.

9.4 PAYMENT OF ANNUITY AMOUNT PAYMENTS

9.4.1 Following issuance of the Annuity Amount Payment Certificate by the Independent Expert, the Manager shall (at least ten (10) days prior to the Annuity Amount Payment Date relating to such Annuity Amount Payment Certificate):

- (a) deliver an invoice (together with copies of the Annuity Amount Payment Certificate appended thereto) to the Authority in triplicate demanding payment of the Payable Annuity Amount Payment from the Authority Annuity Amount Payment Account (the **Annuity Amount Payment Invoice**); and
- (b) deliver the Annuity Amount Payment Certificate to the Authority Annuity Amount Payment Account Bank for payment to the Manager of the Payable Annuity Amount Payment on the relevant Annuity Amount Payment Date through, as per Annuity Amount Payment Account Standing Instructions, debiting of funds standing to the credit of the Authority Annuity Amount Payment Account on the Annuity Amount Payment Date in an amount equal to the Payable Annuity Amount Payment and crediting of the same to the Manager Annuity Amount Payment Account on the Annuity Amount Payment Date.

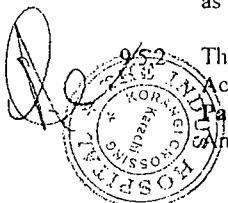
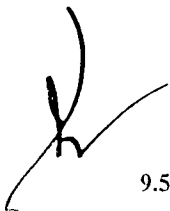
9.4.2 Any Dispute between the Parties in respect of any matters set out in the Annuity Amount Payment Certificate shall be resolved in accordance with the provisions of Section 14 (*Dispute Resolution*), provided however such Dispute shall not affect the payment of the Payable Annuity Amount Payment (as set out in the Annuity Amount Payment Certificate) to the Manager in accordance with the provisions of Article 9.5; provided, further, that following resolution of such Dispute, adjustments to the Annuity Amount Payments (to the extent required) shall be made in accordance with the determination/resolution of the Dispute.

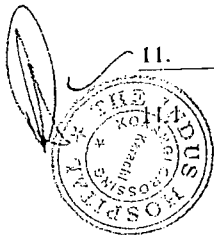
9.5 AUTHORITY ANNUITY AMOUNT PAYMENT ACCOUNT

9.5.1 The Authority shall establish and maintain the Authority Annuity Amount Payment Account as soon as possible after signing of this Agreement and until the Expiry Date.

The Authority shall issue irrevocable standing instructions to the Authority Annuity Amount Payment Account Bank (in form and substance agreed between the Parties) (the **Authority Annuity Amount Payment Account Standing Instructions**) containing, *inter alia*, instructions to the Authority Annuity Amount Payment Account Bank:

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- (a) to debit the Authority Annuity Amount Payment Account on each Annuity Amount Payment Date (upon receipt of an Annuity Amount Payment Certificate relating to such Annuity Amount Payment Date) in an amount equal to the Payable Annuity Amount Payment and credit the same to the Manager Annuity Amount Payment Account; and
- (b) in the event of Termination of this Agreement, to debit all the funds standing to the credit of the Authority Annuity Amount Payment Account and credit the same to the designated account of the Authority.

9.5.3 The Authority Annuity Amount Payment Account Standing Instructions issued by the Authority shall be irrevocable and shall remain effective, in each case, until the Expiry Date, and no withdrawal from the Authority Annuity Amount Payment Account may be made by the Authority, except as provided in this Agreement.

9.5.4 The Authority Annuity Amount Payment Account Standing Instructions (or any part thereof) issued by the Authority may be revoked pursuant to a written revocation notice duly executed and confirmed by the Parties.

9.5.5 The Authority Annuity Amount Payment Account shall be strictly operated and maintained in accordance with the Authority Annuity Amount Payment Account Standing Instructions. Further, the Authority hereby undertakes and covenants with the Manager that it shall not create, incur, permit, assume or suffer to exist any encumbrance whatsoever upon or with respect to the Authority Annuity Amount Payment Account.

9.5.6 The Authority shall fund the Authority Annuity Amount Payment Account in an amount equal to the Annuity Payment Account Funding Amount on each Annuity Amount Payment Account Funding Date until the Expiry Date.

10. BANK ACCOUNTS

10.1 CAPITAL ACCOUNT

10.1.1 The Manager shall establish an account (the **Capital Account**) as a Manager Conditions Precedent, (with a scheduled commercial bank acceptable to the Parties) and shall maintain the Capital Account until the expiry of Pre-Operation Period.

10.1.2 All Payable Annuity Amount Payments to be paid by the Authority to the Manager during the Pre-Operation Period shall be credited into this Capital Account by Authority Annuity Amount Payment Account Bank in accordance with the Annuity Amount Payment Schedule.

10.2 OPERATIONS ACCOUNTS

10.2.1 The Manager shall establish the Operations Account as a Manager Conditions Precedent, (with a scheduled commercial bank acceptable to the Parties) and shall maintain the Operations Account until the Final Expiry Date.

10.2.2 All Payable Annuity Amount Payments to be paid by the Authority on each Annuity Amount Payment Date to the Manager during the Operations Period shall be credited into Operations Account by Authority Annuity Amount Payment Account Bank on Annuity Amount Payment Date.

10.2.3 Notwithstanding anything to the contrary set out herein, the payment of the Approved Budget shall be on the basis of actual spending of the Approved Budget during the Annuity Amount Payment Evaluation Period, as certified by the Independent Expert in the Annuity Amount Payment Certificate.

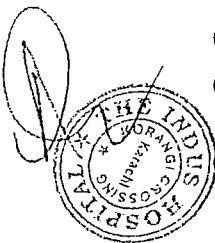
10.2.4 The Operations Account shall be audited by Independent Expert at the end of each Annuity Amount Payment Evaluation Period and a report shall be prepared by the Independent Expert and circulated to the Authority within seven (7) days.

11. INDEPENDENT EXPERT

Within fifteen (15) days from the Signing Date, the Manager shall provide the Authority with a list of three (3) reputable firms of technical experts for appointment of the Independent Expert (the **IE List**).

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- 11.2 Within seven (7) days of receipt by the Authority of the IE List, the Authority shall select a reputed firm of technical experts from the IE List and the Authority and the Manager shall appoint such firm as the Independent Expert in terms of the Independent Expert Agreement. If the Authority doesn't respond on the selection of the independent expert from the IE List, the Manager may select one of the firms from IE List.
- 11.3 In the event the firms of technical experts identified by the Manager in the IE List are not acceptable to the Authority, the Manager and the Authority shall appoint (in terms of the Independent Expert Agreement) such firm as the Independent Expert as is mutually acceptable to the Authority and the Manager and such appointment shall be in terms of the Independent Expert Agreement.
- 11.4 The Independent Expert shall provide the services set out in the Independent Expert Agreement and as requested by the Parties with mutual consent from time to time.
- 11.5 The appointment of the Independent Expert shall be for an initial term of three (3) years (the **Appointment Term**) from the Effective Date; provided, however, the Independent Expert Appointment term shall be extended prior to expiry of the same so as to ensure that at all times during the Grant Period, an Independent Expert is retained/appointed, for the purposes set out in this Agreement.
- 11.6 The Parties shall require the Independent Expert to designate and notify to the Authority and the Manager of the authorized representatives of the Independent Expert that shall be authorized by the Independent Expert to sign for and on behalf of the Independent Expert, and any communication or document required to be signed by the Independent Expert shall be valid and effective only if signed by such authorized signatories on behalf of the Independent Expert; provided, that the Independent Expert may, by notice in writing to the Parties, substitute any of the authorized signatories.
- 11.7 The Manager shall be solely responsible for the payment of the fees and expenses payable to the Independent Expert pursuant to the Independent Expert Agreement, notwithstanding that the Independent Expert shall be appointed by and shall fulfill its obligations in accordance with the terms of the Independent Expert Agreement.
- 11.8 The appointment of the Independent Expert may be terminated:
- 11.8.1 by either Party if, the Independent Expert is adjudged insolvent and / or bankrupt and / or the winding up proceedings are filed against the Independent Expert and/or the Independent Expert files winding up proceedings in a court of law and / or any action for malpractice and / or misadministration is filed against the Independent Expert in a court of law;
- 11.8.2 by the Parties with the mutual consent of the Parties.
- 11.9 The occurrence of any of the events listed in section 11.8, the Parties shall have the right to terminate the Independent Expert Agreement in accordance with the terms of the same or and/or in the event of expiry of the Appointment Term, the Parties shall appoint a new Independent Expert. In the aforementioned circumstances, the Parties shall replace the appointed Independent Expert with another firm of technical experts provided by the Manager pursuant to section 11.1 above; provided, however, that the termination and/or replacement of the Independent Expert shall not have effect till such time as the replacement Independent Expert has been appointed.
- 11.10 The Manager shall ensure that all provisions of this Agreement pertaining to the Independent Expert and its responsibilities in respect of the matters set out herein are duly incorporated in the Independent Expert Agreement.
- 11.11 The Duties and Responsibilities of the Independent Expert
- The Independent Expert shall perform all such roles, duties and functions as are contemplated to be performed by the Independent Expert in this Agreement. Without limiting the generality of the foregoing, the Independent Expert shall be responsible for:
- (a) certifying the handing over and taking over of the RBC Assets;
 - (b) reviewing and approving/certifying all activities associated with the fulfillment of KPIs by the Manager
 - (c) report to the Authority on technical aspects under this Agreement;



- (d) assist the Manager in designing of the reporting and other Monitoring; Evaluation and reporting (MER) tools. on need basis);
- (e) monitor and evaluate Hemo-vigilance in the RBCs& HEBs and public complaints;
- (f) supervise the retention of its specialist technical staff;
- (g) monitor and evaluate donor relation with RBCs and blood donor management;
- (h) perform the screening of TTIs, SOPs and quality amount in the BTS;
- (i) evaluate and monitor the SOPs, Inventories, and quality of blood storage mechanism;
- (j) assist the Parties if required, in resolving any dispute or make determinations referred to it, pursuant to this Agreement;
- (k) verify Annuity Amount Payments for each quarter in accordance with the terms of this Agreement. Will this be done by the Technical Independent Expert or the financial
- (l) monitor quarterly the financial progress;
- (m) carry out audits (on an annual basis) to establish compliance or otherwise of the Services with the KPIs, Applicable Laws, Applicable Permits and Good Industry Practices in accordance with the procedures set out in this Agreement;
- (n) assist the Parties in determining, under this Agreement existence and consequences of a Force Majeure Event,- an Event of Default, the remedy of defaults and termination procedures, the existence, nature and consequences of a Change in Law, the existence and consequences of any of the other relief items set out in the Agreement, and/or any other matter of a technical nature referred by both Parties;
- (o) review any proposed changes in Approved Budget / re alignment of budget during the Contract Period.
- (p) carry out any other duties and functions specified or assigned in this Agreement or the IE Agreement.

12. EVENTS OF DEFAULT

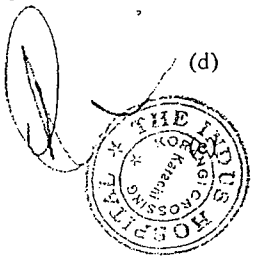
12.1 The Manager Event of Default

12.1.1 "Manager Event of Default" means any of the following events arising out of any acts or omissions of the Manager and which have not occurred as a direct consequence of any Authority Event of Default, or a Force Majeure Event and (unless otherwise provided for in this Agreement) where the Manager has failed to remedy the defects specified in the Remedial Action Notice issued in accordance with Section 13.1.1:

- (a) the Manager fails to achieve at least 60% on KPI Performance Score for two consecutive Annuity Amount Payment Evaluation Periods based on the assessment of Independent Expert;
- (b) any Material Breach by the Manager of this Agreement which Material Breach has not been cured within forty-five (45) days from the date of written notice thereof by the Authority, or within such time period as provided in the relevant Authority Agreement, respectively;
- (c) abandonment by the Manager which means a cessation of the RBC Assets and HBB(s) or the performance of the obligations of the Manager for a period of 60 (Sixty) consecutive Days;
- (d) the Manager fails to commence Operations Period within thirty (30) days from the Effective Date;

any statement, representation or warranty made by the Manager in this Agreement proving to have been incorrect, in any material respect, when made or when reaffirmed and such incorrect statement, representation or warranty having a Material Adverse

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Effect on the Manager's ability to perform its obligations under this Agreement and/or on the Project or having a Material Adverse Effect on the rights and/or obligations of the Authority hereunder or under the Project Agreements;

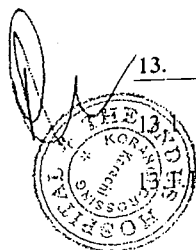
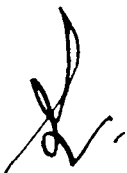
- (f) the Manager creates or tries to create any encumbrance on the RBC Assets in favor of any Person save and except as otherwise expressly permitted in terms and conditions of this Agreement;
- (g) the transfer of the rights and/or obligations of the Manager under this Agreement, save and except as permitted in terms and conditions of this Agreement;
- (h) the Bid Security or Performance Security in each case, is not issued, renewed, replaced or provided (as the case may be) in accordance with this Agreement or becomes inoperative or ceases to remain valid or in force in breach of the relevant provisions of this Agreement;
- (i) termination of the Agreement as a result of a Material Breach by the Manager that is not remedied in accordance with the terms and conditions of this Agreement;
- (j) any assets or shares of the Manager are expropriated, confiscated, compulsorily acquired or nationalized by any Government Authority or entity due to an act or omission of the Manager, causing a Material Adverse Effect;
- (k) a Material Breach by the contractors, employees, or any other officer or any of their respective contracts with the Manager having a Material Adverse Effect;
- (l) the Manager entering into liquidation or similar state or if any order is made for the compulsory winding up or dissolution of the Manager or if the Manager becomes unable to pay its debts as they fall due or the appointment of a receiver or administrator in respect of the Manager, its business and assets or any re-structuring, re-organization, amalgamation, arrangement or compromise affecting the Manager's ability to fulfill its obligations under this Agreement or that otherwise has or may have a Material Adverse Effect; and

12.2 Authority Event of Default

12.2.1 "Authority Event of Default" means any of the following events, unless such an event has occurred as a consequence of the Manager Event of Default, a Qualifying Change in Law, a Fundamental Change in Law and only where the Authority has failed to remedy the defects specified in the Remedial Action Notice issued in accordance with Section 12 within the Remedial Period:

- (a) any Material Breach by the Authority of this Agreement and the same has not been cured within forty-five (45) days from the date of written notice thereof by the Manager, or within such time period as provided in the relevant Project Agreement, respectively
- (b) the Annuity Amount Payment (including the Management Fee) due and payable to the Manager in terms of this Agreement remains unpaid by the Authority for a period of ninety (90) days from the date on which the same was payable in terms of this Agreement; provided, however, this sub-section (b) is only applicable to such payments in respect of which there is no bona fide dispute and / or conflict between the Parties
- (c) any statement, representation or warranty made by the Authority in this Agreement proving to have been incorrect, in any material respect, when made or when reaffirmed and such incorrect statement, representation or warranty having a Material Adverse Effect on the Manager's ability to perform its obligations under this Agreement and/or on the Project.

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13. REMEDY OF DEFAULTS AND TERMINATION PROCEDURE

Performance of Obligations

If at any time either Party has failed to perform any of its obligations under this Agreement and that failure is capable of remedy, then the other Party may serve a notice (a "Remedial Action

Notice") requiring such Party to remedy that failure (and any damage resulting from that failure) within a stipulated period (the "Remedial Period").

13.1.2 If the Party, on whom a Remedial Action Notice is served, fails to remedy the Event of Default within the Remedial Period, the non-defaulting Party may deliver a notice to the defaulting Party stating its intention to terminate this Agreement ("Notice of Intent to Terminate"). The Notice of Intent to Terminate shall specify with reasonable detail, the grounds on which termination is sought and any relevant defaults committed by the defaulting Party.

13.1.3 Provided that in case of Section 9.2.3 the Authority shall have the right to immediately deliver a Notice of Intent to Terminate, without any obligation to first serve a Remedial Action Notice or to provide a Remedial Period to the Manager.

13.1.4 The provisions of this Agreement, to the fullest extent necessary to give effect thereto, shall survive the term of the Agreement or the termination of this Agreement and the obligations of Parties to be performed or discharged following the termination of this Agreement, shall accordingly be performed or discharged by the Parties.

13.2 Event of Default Remedy Period

13.2.1 Following the service of the Notice of Intent to Terminate, the defaulting Party shall have a period of not less than 90 (Ninety) Days ("EoD Remedy Period") to cure the Event of Default; provided that in case of Section 13.1.3, the Authority shall have the right to immediately terminate the Agreement herewith on the provision of the Notice of Intent to Terminate, without any obligation to provide an EoD Remedy Period.

13.2.2 During the EoD Remedy Period, the defaulting Party may continue to undertake efforts to cure the Event of Default. During the EoD Remedy Period, the Parties shall continue to perform such of their respective obligations under this Agreement, which are capable of being performed with the objective, as far as possible, of ensuring continued availability of the Project and the continued performance of the Services, failing which the Party in breach shall be liable to compensate the other Party for any loss or damage occasioned or suffered on account of breach of conditions of this Agreement.

13.3 Withdrawal of Notice of Intent to Terminate

13.3.1 If, during the EoD Remedy Period, the defaulting Party rectifies or remedies the Event of Default to the satisfaction of the innocent Party or the innocent Party is satisfied with steps taken or proposed to be taken by the defaulting Party or the Event of Default has ceased to exist, the innocent Party shall withdraw the Notice of Intent to Terminate in writing.

13.3.2 If following the end of the EoD Remedy Period, the breach has not been remedied or the defaulting Party has not taken steps or proposed to take steps to remedy the Event of Default to the satisfaction of the innocent Party or the provisions of Section 12.2.1(a) applies, then the innocent Party shall be entitled to issue the a notice to the defaulting Party (the "Termination Notice"), whereupon this Agreement shall terminate forthwith. The date on which the Termination Notice is issued shall be the **Termination Date**.

13.4 End of Term Obligations

13.4.1 The Manager shall return the RBC and the RBC Assets to the Authority on or earlier of the Final Expiry Date or the Termination Date.

14. DISPUTE RESOLUTION

14.1 Any dispute, difference or controversy of whatever nature howsoever arising under or in relation to or in connection with this Agreement (including its interpretation and validity) between the Parties, and so notified in writing by either Party to the other Party shall, in the first instance, be attempted to be resolved amicably between the Parties.

14.2 The Parties agree to use their best efforts for resolving all disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any dispute.

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15. ARBITRATION

- 15.1 In the event that any dispute between the Parties as to matters arising pursuant to this Agreement is not resolved amicably within thirty (30) days of receipt by one Party of the other Party's request for such amicable settlement, it shall be resolved in accordance with the following provisions:
- (a) Each of the parties unconditionally and irrevocably agrees to the submission of such dispute to binding arbitration governed by the Arbitration Act, 1940, by appointment of a sole arbitrator that is acceptable to both the Parties.
 - (b) Each of the Parties unconditionally and irrevocably agrees to accept the award rendered by the Arbitrator as final and binding and not to hinder, obstruct or nullify the enforcement or execution of any award rendered by the Arbitrator.
 - (c) The cost of the arbitration shall initially be borne by both the Parties equally, however, at the time of award, the cost shall be borne by either of the Party or both the Parties as assessed by the arbitrator.
 - (d) The seat of arbitration, including the venue of hearings and meetings of the arbitral tribunal, shall be Karachi, and the language of arbitration proceedings shall be English.
 - (e) The Parties agree and undertake to carry out the award made by the Arbitrators without delay.
 - (f) The Manager and the Authority agree that an award may be enforced against the Manager and/or the Authority, as the case may be, and their respective assets wherever situated.
 - (g) This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.

16. ADDITIONAL SERVICES

16.1 Notwithstanding anything to the contrary contained in this Agreement, the Authority may require a change / amendment in the scope of the Project (the **Additional Services**) in accordance with applicable procurement laws.

16.2 Additional Services Notice.

16.2.1 In the event at any time during the Contract Period, the Manager determines that Additional Service(s) is necessary for providing safer and improved services or for additional quantities/ services, the Manager shall issue a request in writing to the Authority through the Independent Expert to consider issuing an Additional Services Notice in respect of the same. The Authority shall within forty-five (45) days from the date of receipt of such notice, either accept such request for Additional Services or with modifications, and issue the requisite Additional Services Notice in accordance with the provisions of this Section 16.2 (*Additional Services Notice*) or communicate its reasons for not accepting the same to the Manager. Moreover, The Authority may also request for an Additional Services by issuing a notice in writing to the Manager through the Independent Expert (the **Additional Services Notice**) at any time in the event the Additional Service(s) is required in respect of the Operations Period

16.3 Additional Services Order

16.3.1 The Manager shall, within fifteen (15) days of receipt of the Additional Services Notice, provide to the Independent Expert such information as is necessary and reasonable together with the preliminary documentation and details, including the calculations, where necessary, in support of the following:

(a) the budgeted estimate of the Additional Cost to be incurred by the Manager for implementing the Additional Services;

(b) the estimated additional time (number of days) that the Manager would require to complete and implement the Additional Services and any delay, if any, in the Final Expiry Date;

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- 16.3.2 The Independent Expert shall after reviewing the information, documentation and the budgeted estimate of the Additional Cost submitted by the Manager pursuant to Section 16.3.1, settle the rates in light of relevant benchmark inflation rates and other relevant factors, approve the documentation and forward the budgeted estimates of the Additional Cost, as duly certified by the Independent Expert in consultation with the Manager, to the Authority. Notwithstanding anything to the contrary set out herein, in the event the Manager disagrees with the determinations of the Independent Expert, the Manager shall not be bound to carry out the additional services.
- 16.3.3 The Authority may, within a period of fifteen (15) days from the date of receipt of such statement, issue an order in writing to the Manager, through the Independent Expert instructing the Manager to affect the Additional Services (*the Additional Services Order*).
- 16.3.4 In the event, the Authority for any reason whatsoever decides not to issue an Additional Services Order, then the Authority shall reimburse the Manager for the cost/expenses actually incurred by the Manager in the preparation and submission of the documents, estimates and other information in compliance with the Additional Services Notice; provided, such costs and expenses are duly certified by the Independent Expert.
- 16.3.5 The Additional Services Order shall be effective from the date that the Authority notifies the mode of payment of the Additional Cost to the Manager pursuant to sub-section 16.3.5 of this Section 16.3 (*Additional Services Order*).
- 16.3.6 The Authority shall progressively pay the Additional Cost as mutually agreed between the Parties, only upon receiving a certificate from the Independent Expert confirming that the Manager has completed the works in accordance with the Additional Services Order.
- 16.3.7 The Additional Cost may be paid by the Authority, in its absolute discretion, to the Manager through its budgetary allocation or through a separate grant in aid in accordance with the Applicable Laws.

17 LIABILITY AND INDEMNITY

- 17.1 The Manager will indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and Authority is not bound to pay/reimburse for actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Manager of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of services by the Manager to any Patient and any other users or from any negligence of the Manager under contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Authority Indemnified Persons.
- 17.2 The Manager shall fully indemnify, hold harmless and defend the Authority and the Authority Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to: (a) failure of the Manager to comply with Applicable Laws; (b) payment of taxes required to be made by the Manager in respect of the income or other taxes of the Manager's Contractors, suppliers and representatives; or (c) non-payment of amounts due as a result of materials or services furnished to the Manager or any of its Contractors which are payable by the Manager or any of its Contractors.

18 FORCE MAJEURE

- 18.1 A "Force Majeure Event" shall mean any event or circumstance or combination of events or circumstances (including the effects thereof) that is beyond the reasonable control of a Party and that on or after the Effective Date materially and adversely affects the performance by such affected Party (*the Affected Party*) of its obligations under or pursuant to this Agreement; provided, however, that, such material and adverse effect could not have been prevented, overcome or remedied in whole or in part by the Affected Party through the exercise of diligence and reasonable care.

Without limiting the generality of the foregoing, Force Majeure Events hereunder shall include each of the following events and circumstances (including the effects thereof), but only to the extent that each satisfies the requirements above:

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- i. any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, , riot, insurrection, civil commotion, or act or campaign of terrorism or political sabotage; or
- ii. any strike and lockout, work-to-rule, go-slow, or analogous labour action that is politically motivated or is widespread or nationwide; or
- iii. any lightning, fire, earthquake, tsunami, flood, storm, cyclone, typhoon, or tornado; or
- iv. any change in law or legislation, any decision or order of governmental authorities or judicial authorities that impedes the performance under this Agreement.

18.3 Notwithstanding anything contained herein, the Affected Party shall, as soon as practicable, and in any case within seven (7) days of the date of occurrence of a Force Majeure Event or from the date of having knowledge thereof, notify the Independent Expert and the other Party, of the occurrence of the Force Majeure Event by the issuance of a notice in writing (the **Force Majeure Notice**).

18.4 The Parties shall, as soon as practicable upon the receipt of the Force Majeure Notice and in any case within five (5) days from the date of receipt of the same, convene a meeting, along with the Independent Expert to :i) assess the impact of the underlying Force Majeure Event; ii) determine the likely duration of Force Majeure Event; and iii) formulate damage mitigation measures and the steps to be undertaken by the Parties for resumption of the obligations, the performance of which had been affected by the Force Majeure Event.

18.5 Upon occurrence of the Force Majeure Event, the obligations of the Parties under this Agreement shall be suspended for the duration of the Force Majeure Event, provided however that the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event and/or of the effects of the same.

18.6 If a Force Majeure Event subsists for a continuous period of sixty (60) days, either Party may in its discretion terminate this Agreement by issuing a notice of termination to the other Party.

19 MISCELLANEOUS

19.1 ENTIRE AGREEMENT

19.1.1 The Parties hereto acknowledge, confirm and undertake that this Agreement, as at the date hereof, constitutes the entire understanding between the Parties regarding this assignment and supersedes all previous written and/or oral representations and/or arrangements regarding this assignment.

19.2 AMENDMENT

19.2.1 The provisions of this Agreement may be amended or modified in writing only with the prior written consent of each of the Parties.

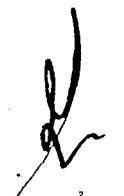
19.2.2 This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

19.3 SEVERABILITY

19.3.1 The failure by any Party to exercise any right or remedy herein or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future exercise of such right or remedy, but the same shall continue and remain in full force and effect. All rights and remedies that any party may have at law, in equity or otherwise upon breach of any term or condition of this Agreement, shall be distinct, separate and cumulative rights and remedies and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other right or remedy.

19.3.2 Wherever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or the effectiveness or validity of any provision in any other jurisdiction, and this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provision had never been contained herein.

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19.4 NOTICES

19.4.1 Any notice or request in reference to this Agreement shall be written in English language and shall be sent by mail, facsimile or email and shall be directed to the other Party at the address mentioned below:

Authority: Health Department, Government of Sindh
Attention: Secretary, Health Department, Government of Sindh
Address: 6th Floor, New Sindh Secretariat, Health Department, Government of Sindh.

Tel: 021-99222565
Email: fpechuho@me.com

Manager: The Indus Hospital
Attention: Chief Executive Officer
Address: Plot C-76, Sector 31/5, Korangi Crossing, Karachi

Tel: 021-35112709
Email: abarikhan@tih.org.pk

19.4.2 Any notice or communication by a Party to the other Party, given in accordance here with, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or email, it shall be deemed to have been delivered on the working day following the date of its delivery.

19.4.3 Each Party may change the above address by prior written notice to the other Party.

19.5 GOVERNING LAW

19.5.1 This Agreement shall be governed by and construed in accordance with the laws of Pakistan.

19.6 CHANGE IN LAW RELATED TO TAXES AND DUTIES

19.6.1 If, after the Effective Date of this Agreement, any Change in Law with respect to taxes and duties which increases or decreases the cost incurred by the Manager in performance of its obligations under this Agreement, shall be increased or decreased accordingly with mutual consent of the Parties.

19.7 GOOD FAITH REQUIREMENT

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

SIGNATURE PAGE

IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed by their duly authorized officers as of the date first above written.

For and on behalf of
AUTHORITY

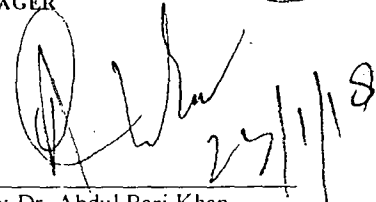


Name: Dr. Fazalullah Pechuhu
Designation: Secretary Health

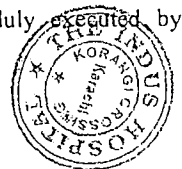
SECRETARY
HEALTH DEPARTMENT
GOVERNMENT OF SINDH

23.1.18

For and on behalf of
MANAGER

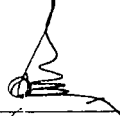


Name: Dr. Abdul Bari Khan
Designation: Chief Executive Officer



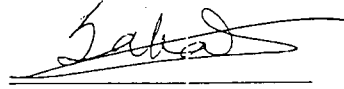
WITNESSES:

WITNESSES:



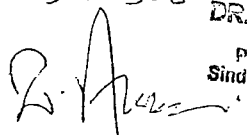
Director
Public Private Partnership (Node)
Health Department
Govt. of Sindh

Dadlo Zuhrani
Director PPP Node, Health Department
Government of Sindh



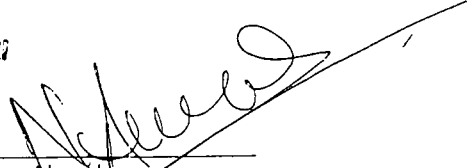
Dr. Saba Jamal
Project Director, The Indus Hospital
42000-0658381-0

42201 - 3238 528 - 1



DR. ZAHID HASAN ANSARI
Secretary (BPS 20)
Provincial Program Manager
Sindh Blood Transfusion Authority
Govt. of Sindh.

Dr. Zahid Hasan Ansari
Secretary Sindh Blood Transfusion Authority
42301-0959501-9



Naseer Ahmed
Senior Finance Lab & Blood Centres,
The Indus Hospital
42301-7773113-7

DR. ZAHID HASAN ANSARI
Secretary (BPS 20)
Provincial Program Manager
Sindh Blood Transfusion Authority
Govt. of Sindh.

SCHEDULE – “A”

RBC - KPIs

Donors and Donation				
Donations screened	Total number of donations screened for transfusion transmitted infections i.e. Hepatitis B, Hepatitis C, HIV, Syphilis and Malaria	$\frac{\text{No. of Donations screened}}{\text{Total Number of Donations}} \times 100$	100%	10%
Voluntary Donations	Voluntary non-remunerated blood donations means that a person gives blood with his/her own free will and receives no payment for it, either in the form of cash, or in kind which could be considered a substitute for money.	$\frac{((\text{No. of Voluntary Donations}/\text{Total Number of Donations}) \times 100)}{\text{Relevant Benchmark Donation Rate for the Year}}$ Clarification; This calculation will be done on cumulative performance achieved on quarterly basis during the year.	This is around <u>2.5%</u> currently. It has to be increased by <u>2.5% every</u> year to 25% in 10 th year of operation.	20%
Component QC failures (for each component i.e. packed red cells, platelets and plasma)	Blood components that fail to meet the required internal quality control standard. Minimum 4 random units of each component should be tested each month.	$\frac{\text{No. of component QC failures}}{\text{Total no. of component tested}} \times 100$	75% of blood component should meet the criteria	15%
Blood and blood component storage monitoring	Temperature of all storage units i.e. refrigerators, freezers and platelets to be monitored by either continuous automated temperature recording or taken manually at least every 4 hours	The report will be either ranked <u>satisfactory or unsatisfactory by I.E.</u> In case of satisfactory ranking, full score will be awarded and in case of unsatisfactory report, no score will be awarded. Criteria for the Report: Documentation requirements such as log book, graph papers, etc.	Temperature record sheets to be checked	15%
Quality management				
Equipment maintenance	Maintenance of all equipment used in blood bank is to be done timely at defined intervals.	Rank as either <u>satisfactory or unsatisfactory</u> Criteria for Report: Maintenance performed as per manufacturer's instructions in the manuals.	Check due date and date of maintenance	5%
Reagents and Antisera	To be done daily	Rank as either satisfactory or unsatisfactory	Check QC sheets	10%

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IN CHARGE
INVENTORY

Quality Control	Criteria	Measurement	Weightage	Weightage
quality control				
Valid complaints	-	Number of complaints entertained / total number of complaints received	90% of the complaints must be answered.	5%
Capacity Utilization	Appropriate capacity utilization to fulfill the need of hospitals	Units Issuedx 100 20,000 Clarification: This calculation will be done on cumulative performance achieved on quarterly basis during the year.	At least 90% of the blood bank's capacity should be utilized	5%
Record retention	Complete and legible records including donor records and quality control records must be retained in conformity with regulatory requirements	1) <u>Donor Records</u> 2) <u>Volume indicators</u> 3) <u>Other Records</u> Please refer to records to be maintained by partners for each of the above components.	Check records	15%
			Total	100%

REQUIRED RECORDS

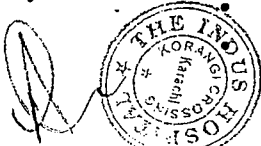
1) DONOR RECORDS

- a) Total no: of donors registered
- b) No. of Voluntary Donations
 - In Centre
 - In Camp
- c) Total no of outdoor camps
- d) No. of donations accepted
- e) No. of donors rejected
- f) Donors deferred
- g) No. of reactive donors
- h) No. of donor counseled for TTI Reactive
- i) Donor notification for transfusion transmitted infection
- j) Donor adverse reactions
- k) Donor consent forms
- l) No. of Double Pricks
- m) Total donation time
- n) No of Repeat donors
- o) No of replacement donors converted into voluntary donors
- p) No of adverse donor reaction

In house

Outdoor camps

HOSPITALITY
 COMMENT
 HINDS
 COLLEGE
 MNDH

q) Whole blood components

- From Centers
- From Camps

2) VOLUME INDICATORS

- No. of components made
- No. of units dispensed (for each component)
- No. of units cross matched
- No. of Emergency blood releases (without cross match)
- No. of blood groups performed
- No. of other tests done e.g. DAT, antibody screening
- No. of units in which cold chain was not maintained (from camp to blood bank)
- No. of samples accepted
- No. of samples rejected
- No. of units cross matched
- No. of units issued
- Blood Unit Expiry Rate: Units discarded because its lifespan exceeded that allowable for transfusion (PRBC, FFP and Platelet)
- Component Wastage Rate: Units discarded prior to its expiration date because of, but not limited to, handling and storage errors such as breakage, failure to return unused units before their temperatures exceeded allowable limits, etc.
- No. of packed red cell/whole blood cross matched
- No. of packed red cell/whole blood issued
- Cross match : Transfusion Ratio
- Turnaround time (TAT)
- No. of Transfusion Reactions (Mild, Moderate , Severe)
- No. of ABO Discrepancies
- No. of unexpected antibodies
- No. of units discarded
- Total Reactive for
 - HIV
 - HBSAg
 - HCV
 - SYPHLIS
 - MALARIA
 - LEAKAGE
 - LOW VOLUME
 - OTHERS
 - NO OF COMPONENTS EXPIRED
- No. of components prepared in percentage terms
 - Red Cells
 - Platelets
 - Fresh Frozen plazma
- No. of Whole Blood
- No. of components not separated within 6 hours

PRIMARY
DEPARTMENT
OF BLOOD BANKING
MINISTRY OF HEALTH
GOVERNMENT OF SINDH



3) OTHER RECORDS:

- a. QC records
- b. Maintenance records
- c. Staff qualification and experience
- d. Staff retention
- e. Clinician's Feedback record
- f. No of Complaints
 - In Centre
 - In Camp

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[Handwritten signature]



ANNUITY AMOUNT PAYMENT ADJUSTMENT FORMULA

The following formula / working shall be used to make deductions from the Annuity Amount Payments based on the level / degree of fulfilment of the KPIs by the Operator. The following adjustments shall be computed by the Independent Auditor based on the evaluation of the KPIs done by the Independent Expert from time to time and in accordance with this Agreement:

Formula $QP = PQ * W / 100$

PA = IE Rating for each KPI
 $QPA = QP * PA$

A sample working in respect of the above formula, showing how the formula shall be applied to the level of fulfilment of KPIs, is provided below:

KPIs	Weightage	Quarter Payment Due	Performance Achieved	Quarter Payment for Performance Achieved
K1	20	2,000	80%	1,600
K2	10	1,000	100%	1,000
K3	20	2,000	95%	1,900
K4	10	1,000	75%	750
K5	20	2,000	90%	1,800
K6	10	1,000	75%	750
K7	10	1,000	90%	900
	100	10,000		8,700

- Legend
- PQ Payment for the Quarter
 - KP Key Performance Indicator
 - W Weightage Given in the Agreement
 - QP Quarter Payment Due for each KP
 - PA Performance Achieved, Rated by IE
 - QPA Quarter Payment for each KP

KPI Performance Score (During the Quarter)	Quarterly Budget Cost for each Operational Year – Management Fee for each respective Operational Year) x ¼]	Quarterly Management Fee[(Management Fee for each respective Operational Year) x ¼].
90% +	As per actual spending (with a cap of A)	100%
60% - 89%	As spent (with a cap of A)	Pro-rata Management Fee
Less than 60%	As spent (with a cap of A)	Pro-rata Management Fee + encashment of entire performance security (on the basis of (1-KPI Performance)) + top up of the Performance Security (one time) OR Termination right if the performance is below 60% for two consecutive quarters

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SCHEDULE – “B”



S. No.	Quarter	Approved Budget	Management Fee	Total Annuity Amount (Approved Budget + Management Fee)	Payable Annuity Amount Payment (Total Annuity Amount - Annuity Payment Adjustment)	Annuity Amount Payment Evaluation Period	Annuity Amount Payment Evaluation Date	Annuity Amount Payment Date	Annuity Payment Account Funding Amount	Annuity Amount Payment Account Funding Date	
1.	Pre-operation Period	390,186,494	31,214,920	421,401,414	421,401,414	21/02/2018-22/05/2018	N/A	21 February 2018	256,740,057	21 February 2018	
2.	Year 1					2	22/05/2018 – 20/08/2018	22 May 2018	22 May 2018	54,887,119	22 May 2018
3.						3	20/08/2018 – 18/10/2018	20 August 2018	20 August 2018	54,887,119	20 August 2018
4.						4	18/10/2018 – 16/02/2018	18 November 2018	18 November 2018	54,887,119	18 November 2018
5.	Year 2	195,866,897	15,669,352	211,536,249	211,536,249	16/02/2019 – 17/05/2019	16 February 2019	16 February 2019	52,884,062	16 February 2019	
6.						2	17/05/2019 – 15/08/2019	17 May 2019	17 May 2019	52,884,062	17 May 2019
7.						3	15/08/2019 – 13/11/2019	15 August 2019	15 August 2019	52,884,062	15 August 2019
8.						4	13/11/2019 – 11/02/2020	13 November 2019	13 November 2019	52,884,062	13 November 2019
9.	Year 3	203,701,573	16,296,126	219,997,699	219,997,699	11/02/2020 – 11/05/2020	11 February 2020	11 February 2020	54,999,425	11 February 2020	
10.						2	11/05/2020 – 09/08/2020	11 May 2020	11 May 2020	54,999,425	11 May 2020

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11.		3					09/08/2020 – 07/11/2020	9 August 2020	9 August 2020	54,999,425	9 August 2020
12.		4					07/11/2020 – 05/02/2021	7 November 2020	7 November 2020	54,999,425	7 November 2020
13.	Year 4	1	211,849,636	16,947,971	228,797,607	228,797,607	05/02/2021 – 06/05/2021	5 February 2021	5 February 2021	57,199,402	5 February 2021
14.		2					06/05/2021 – 04/08/2021	6 May 2021	6 May 2021	57,199,402	6 May 2021
15.		3					04/08/2021 – 02/11/2021	4 August 2021	4 August 2021	57,199,402	4 August 2021
16.		4					02/11/2021 – 31/01/2022	2 November 2021	2 November 2021	57,199,402	2 November 2021
17.	Year 5	1	220,323,621	17,625,890	237,949,511	237,949,511	31/01/2022 – 01/05/2022	31 January 2022	31 January 2022	59,487,378	31 January 2022
18.		2					01/05/2022 – 30/07/2022	1 May 2022	1 May 2022	59,487,378	1 May 2022
19.		3					30/07/2022 – 28/10/2022	30 July 2022	30 July 2022	59,487,378	30 July 2022
20.		4					28/10/2022 – 26/01/2023	28 October 2022	28 October 2022	59,487,378	28 October 2022
21.	Year 6	1	229,136,566	18,330,925	248,200,728	248,200,728	26/01/2023 – 26/04/2023	26 January 2023	26 January 2023	61,866,873	26 January 2023
22.		2					26/04/2023 – 25/07/2023	26 April 2023	26 April 2023	61,866,873	26 April 2023
23.		3					25/07/2023 – 23/10/2023	25 July 2023	25 July 2023	61,866,873	25 July 2023
24.		4					26/10/2023 – 21/01/2024	23 October 2023	23 October 2023	61,866,873	23 October 2023
25.	Year 7	1	238,302,029	19,064,162	258,128,758	258,128,758	21/01/2024 – 20/04/2024	21 January 2024	21 January 2024	64,341,548	21 January 2024
26.		2					20/04/2024 –	20 April 2024	20 April	64,341,548	20 April

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							19/07/2024		2024		2024
27.		3					19/07/2024 – 17/10/2024	19 July 2024	19 July 2024	64,341,548	19 July 2024
28.		4					17/10/2024 – 15/01/2025	17 October 2024	17 October 2024	64,341,548	17 October 2024
29.	Year 8	1	247,834,110	19,826,729	268,453,908	268,453,908	15/01/2025 – 15/04/2025	15 January 2025	15 January 2025	66,915,210	15 January 2025
30.		2					15/04/2025 – 14/07/2025	15 April 2025	15 April 2025	66,915,210	15 April 2025
31.		3					14/07/2025 – 12/10/2025	14 July 2025	14 July 2025	66,915,210	14 July 2025
32.		4					12/10/2025 – 10/01/2026	12 October 2025	12 October 2025	66,915,210	12 October 2025
33.	Year 9	1	257,747,474	20,619,798	279,192,064	279,192,064	10/01/2026 – 10/04/2026	10 January 2026	10 January 2026	69,591,818	10 January 2026
34.		2					10/04/2026 – 09/07/2026	10 April 2026	10 April 2026	69,591,818	10 April 2026
35.		3					09/07/2026 – 07/10/2026	9 July 2026	9 July 2026	69,591,818	9 July 2026
36.		4					07/10/2026 – 05/01/2027	7 October 2026	7 October 2026	69,591,818	7 October 2026
37.	Year 10	1	268,057,373	21,444,590	268,057,373	268,057,373	05/01/2027 – 05/04/2027	5 January 2027	5 January 2027	72,375,491	5 January 2027
38.		2					05/04/2027 – 04/07/2027	5 April 2027	5 April 2027	72,375,491	5 April 2027
39.		3					04/07/2027 – 02/10/2027	4 July 2027	4 July 2027	72,375,491	4 July 2027
40.		4					02/10/2027 – 02/01/2028	2 October 2027	2 October 2027	72,375,491	16 February 2019
Grand Total										2,660,046,235	

SCHEDULE - "C" - LIST OF RBC Assets

Sr No.	Item No	Lot No and Item Description	Manufacturer	Model No	Brand	Country of Origin	Quantities by RBC
Lot No. 1 - Blood Transfusion							
1.1	BLBC01	mixer/ scale for blood collection	LMB	Bagmatic SL	LMB	Germany	16
1.2	BXRH01	view box rhesus	LMB	Rh View Box	LMB	Germany	1
1.3	CNDE01	connection device sterile	TerumoBCT	TSCD II	TerumoBCT	Belgium	2
1.4	EXPL01	extractor plasma manual	LMB	Plasma Extractor PE-1000	LMB	Germany	2
1.5	EXPL02	extractor plasma automatic	LMB	Novomatic	LMB	Germany	1
1.6	INAG01	incubator and agitator platelet	LMB	Climax 120B & Agitator 96	LMB	Germany	2
1.7	MGLN01	lens magnifying with light	Sunnex	MLGN01	Sunnex	USA	1
1.8	SEAL02	sealer tube portable	LJUNGBERG & KOGEL AB	CR 6 PS	KOGEL	Sweden	5
1.9	SEAL03	sealer tube electric tabletop	LMB	Sealmatic M	LMB	Germany	1
Sub-total Lot No. 1							31
Lot No 2: Refrigerator / Freezer							
2.10	BXTR03	box transport red blood cell with ice packs	Shanghai SCC	SBE-A180	KW Apparechhi	China	5
2.11	BXTR04	box transport whole blood 20 bags	Waeco Domestic	CF-32UP	KW Apparechhi	USA	6
2.12	BXTR05	box transport FFP	Ever Med	EPRF-82-CP	KW Apparechhi	Italy	2
2.13	FREZ30	freezer plasma upright -30degC or below	KW Apparechhi	K4062PLL	KW Apparechhi	Italy	1
2.14	FREZ33	freezer ice pack	KW Apparechhi	KBPF 180V-HT-NF	KW Apparechhi	Italy	1
2.15	RFBS03	refrigerator blood bag 360 bags	KW Apparechhi	KLAB BBR700V	KW Apparechhi	Italy	2
2.16	RFDO13	refrigerator domestic 16cft	KW Apparechhi	KRFDS3515	KW Apparechhi	Italy	1
2.17	RFDO14	refrigerator domestic 12cft	KW Apparechhi	KRFDE2711	KW Apparechhi	Italy	1
2.18	RFRS02	refrigerator reagent kits with glass door 18cft	KW Apparechhi	KLAB R700V NIA	KW Apparechhi	Italy	2
Sub-total Lot No. 2							21
Lot No. 3: Laboratory Equipment							
3.19	AUCL57	autoclave front loading 100L	Biobase Shandong Industry (Shandong) Co Ltd	Biobase	BKM-Z150	China	
3.20	BLAN16	balance analytical 1/10,000	Shimadzu Japan	Shimadzu	AUW320	Japan	1
3.21	BLAN17	balance electronic with 5 kg loading capacity	Shimadzu Japan	Shimadzu	TXB 6200L	Japan	1
3.22	INLB07	incubator laboratory 240L	Binder	Binder	BD-240	Germany	1
3.23	MIEX60	microscope laboratory binocular	Motic	Motic	BA-210	U.K	2
3.24	MIP148	micropipettes adjustable set (5ul-1ml)	AHN Biotechnologie	AHN Biotechnologie	Pipet4u	Germany	3
3.25	MIP149	micropipette 8-channel 50-200ul	AHN Biotechnologie	AHN Biotechnologie	Pipet4u	Germany	3
3.26	MXTB01	mixer tube	Bibby Scientific	Stuart	SRT9	Designed in U.K, Assembled in PRC	2
3.27	WBCT13	water bath 20L	Bibby Scientific	Stuart	SWB24D	Designed in U.K, assembled in PRC	2
Sub-total Lot No. 3							15

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Sr No.	Item No	Lot No and Item Description	Manufacturer	Model No	Brand	Country of Origin	Quantities by RBC
Lot No 4: Analyser (Haematology)							
4.28	ANHE24	analyser hematology 3 part differentials	Abbot Laboratories	Emerald	Cell Dyn	USA	1
Sub-total Lot No. 4							1
Lot No. 5: Analyser ELISA							
5.29	RDAU09	analyser ELISA automatic	DiaSonn S.p.A. Italy	ETI-Max 3000	ETI-Max	Germany	1
Sub-total Lot No. 5							1
Lot No. 6: Apheresis							
Sub-total Lot No. 6							-
Lot No.: 7 Centrifuge							
7.40	CFRF02	centrifuge blood bag refrigerated	Thermo Fisher Scientific	KR4i	Thermo	Germany	2
7.41	CFTB77	centrifuge bench top	Thermo Fisher Scientific	SL 16	Thermo	Germany	1
7.42	CFTB80	centrifuge cross matching	BioRad / DiaMed	Diacent 12	Diacent	Switzerland	2
Sub-total Lot No. 7							5
Lot No. 8: Meter Hemoglobin							
8.43	HEME03	meter hemoglobin	LMB	NBM200	HEMO	Germany	4
Sub-total Lot No. 8							4
Lot No. 10: Analyser CLIA							
10.44	RDAU10	Analyser CLIA automatic	Roche	Cobas 4111	Roche	EEC/Japan/USA	1
Sub-total Lot No. 10							1
Total Cost and Quantities Per RBC							79

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Item No	Equipment	Brand/Model	Quantities by RBC	Total Quantities
M01	Server (Small Business Class)	Dell, PowerEdge R730	1	1
M02	All-in-One PC Workstation including 6 for HBBs	Dell, Optiplex 3020 Minitower	20	20
M03	Laptop (6 for PMs added in the total)	Dell, Latitude 3440	2	2
M04	Desk Laser Printer	HP	2	2
M05	Business Copier/Printer	Canon IR 2525 with toner and DADF	1	1
M06	UPS 1000VA (PCs)	HP, 900C II Series	20	20
M07	UPS 3000VA for server	HP, 900 C II Series	1	1
M08	Barcode – Printers	Zebra. ZT410	2	2
M09	Barcode – Scanners (Handheld Laser/CCD)	Motorola, LS2208	9	9
M10	Backup Solution (External HDD/DVD/Cloud)	Seagate, 4220	1	1
M11	Data Projector (Standard Wall-mounted)	Dell	1	1
M12	Tablet - Android 10"	Lenovo, A7600	2	2
M13	Cell phone - Android	Lenovo	2	2
	12 months warranty			0
	Other installation works			0
	24 months post warranty			0
	Antivirus for Workstations including 6 for PM laptops	Kaspersky Endpoint Security for Business	22	22
	Server Antivirus	Kaspersky Endpoint Security for Business	1	1
		Sub-total ICTHardware	87	87

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Item No	Equipment	Brand/Model	Quantities by RBC	Total Quantities
M14	LAN/WAN Router	HP	1	1
M15	HP 10/100 autosense switch 24 port	HP	2	2
M16	UPS 3000VA for for Switches and PABX	EMERSON	1	1
	Network Equipment Installation and Network setup		1	1
	Post Warranty Services and Support (24 Month)		1	1
	Training for Network		1	1
	12 months Warranty			
	Sub-total Networking Equipment		7	7

M17	Hybrid PABX (Small Business) Supply, installation, testing and commissioning of Digital Hybrid IP PBX Telephone Exchange Metal-3000 Series Model (METEL-3000) with capacity 8+32 lines with all accessories		1	1
M18	<u>Telephones</u> Supply, installation, testing and commissioning of Single line Telephone sets (Panasonic KXT 7703) with business phone features, line chords, receiver, chords and batteries.		12	12
	12 months warranty and 24 months extended comprehensive maintenance warranty covered			
	Sub-total Telephony		13	13

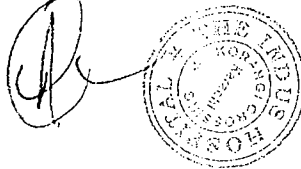
Description	Quantity
	Total
Blood Bank MIS Licence	1
Project Management	1
Implementation server and rollout	1
Interfacing with medical equipment	1
Extended support and maintenance for 24 months post warranty	1
Training of super users and admin	1
Training of users	1
Total	7

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No.	Item Code	Item Description	Quantities by RBCs
1	CODO01	Couch donation	8
2	CODO03	Couch collapsible	8
3	GE04	Tube racks	8
4	GE05	Tube racks	8
5	GE06	Forceps	12
6	GE07	Gloves for freezer	2
7	GE08	Micro pipette stand	6
8	GE11	Wheel chair	4
9	GE12	Hand Sanitizer	15
10	GE13	Hand dryer/blower	9
11	GE14	Measuring Cylinders	6
12	MI02	Dirty linen holders	4
13	MI03	Dirty linen trolley	2
14	MI12	Steel tray with cover	10
15	MI14	Sharp containers	8
16	SPHY02	Sphygmomanometer mobile stand	8
17	SPHY03	Sphygmomanometer desk	8
18	STBL01	Stand blood bag	2
19	TRIN06	Trolley instrument blood donation	8
		Total	136

136
 136
 136



Item Code	Item Description	Quantities
FI01	Visitor chair (seat beam stainless steel for waiting area)	12
FI02	Dinning table	3
FI03	Computer table	10
FI04	Office chair (visitor)	100
FI04b	Office chair (low back)	20
FI04c	Office chair (high back)	30
FI06	Personal cupboard	4
FI07	File cabinet	8
FI09	Sofa set - two seater	8
FI10	Office table	18
FI11	Meeting table	2
FI12	Steel cabinet	6
FI13	Centre table	6
FI14	Dining chair	14
FI15	Operator chair	20
TBFL01	Table plastic foldable	10
	Total	271

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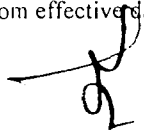


SCHEDULE -"D" - LIST OF HBB

The following HBBS shall be attached with the handed over RBC to the The Indus Hospital, however, if during the concession period the demand of blood bags is increased beyond 20,000 blood bags, the number of attached shall be curtailed/reduced by the Manger with the intimation to the Authority duly supported with reasonable evidence.

1. LUMS Hospital City Branch Hyderabad (210 days from effective date)
2. DHQ Hospital Matiari (being deferred and will be operationalized with mutual consent of both parties from effective date)
3. Civil Hospital Thatta(300 days from effective date)
4. Civil Hospital Badin
5. Civil Hospital Mirpurkhas(365 days from effective date)
6. Civil Hospital Tharparkar atMithi(being deferred and will be operationalized with mutual consent of both parties from effective date)
7. Civil Hospital Jamshoro Blood Bank(120 days from effective date)

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GOVERNMENT OF SINDH



CONCESSION AGREEMENT

DATED AS OF JANUARY , 2018

AT: KARACHI, PAKISTAN

BETWEEN

HEALTH DEPARTMENT

**GOVERNMENT OF SINDH
(AS AUTHORITY)**

AND

**THE INDUS HOSPITAL
(AS MANAGER)**

FOR

CONTRACTING OUT OF REGIONAL BLOOD CENTERS IN JAMSHORO


**SECRETARY
HEALTH DEPARTMENT
GOVERNMENT OF SINDH**

