No. HD (P&E) 10-5 (13) / 2015
Government of Sindh
Health Department
Block-94, Sindh Secretariat #4B
Karachi dated 08-01-2016

To,

The Managing Director,
Sindh Public Regulatory Authority,
Government of Sindh,
Karachi.

Subject: **Contracting Out Children Hospital, North Karachi, Under the Public Private Partnership Act 2010**

Please find enclosed herewith Request for Proposal (RFP) in respect of contracting out Children Hospital, North Karachi, under the Public Private Partnership Act 2010 for hoisting on web site.

(Shaista Jabeen)
Additional Director- (PII)

Copy is forwarded for information and necessary action to:

1. The Director General, PPP Unit, Finance Department, Government of Sindh, Karachi
2. The Director General, Sindh Health Services, Hyderabad
3. The CEO, Health Sector Reforms Unit, Health Department, Govt.of, Karachi.
4. The Chief, Japan International Co-operation Agency (JICA) Pakistan.
5. PS to Minister Health, Health Department, Government of Sindh Karachi.
6. P.S to Secretary Health Department, Government of Sindh Karachi.

Additional Director- (PH)

6958
14-01-16

Improving Secondary and Tertiary Health Care
Through Performance Based Partnerships

Introduction:

The Health Department Government of Sindh (GoS) intends to evolve performance based Public Private Partnership (PPP) for the Children Hospital North Karachi in collaboration with the private sector towards the overall objective of improving health service delivery visibly in the province. Children Hospital North Karachi (The hospital is specialized Paediatric medical treatment center with about 100 beds tertiary care center.

) This PPP is initially envisaged to be medium term (5-10 years). This is visualized to be an Operation and Management Performance based Contracts on the basis of a mutually agreed Package of Health Services. The Assets under these contracts will strictly remain that of the Government of Sindh.

Qualification of the Partner:

The proposals are being primarily sought from professional and reputable health service providers / institutions.

i. Preference will be for potential Health Service Providers backed by philanthropy/ innovative ideas of funds generation and financing the cost of improved health service delivery;
ii. Must have at least 5 years experience of managing health facilities/ relevant health services with availability of technical manpower; modern systems of management including HMIS, Audits, Accounts, Reporting, and Research etc;
iii. Must have sound financial and human resource worth.....

Government of Sindh would provide:

i. Medium term (5-10 years) Performance Based Management Contract for man managing the facility extendable to long term on the basis of regular third party evaluation;
ii. Transfer of existing budgets and additional grants subject to provision of similar funds by the Managing Partner through Philanthropy/ Innovative financing models etc.

Government of Sindh, Health Department invites **"Expression of Interest"** from Health Service Providers having prescribed qualification. The EOI, accompanied with evidence of relevant experience and capacity, should reach address given below not later than **February 01, 2016.**

Guidelines and Request for Proposal will be issued to the applicants fulfilling the minimum qualifications

Secretary to Government of Sindh,
Health Department,
5Th Floor, New Sindh Secretariat,
Kamal Atta Turk Road, Karachi.
Phone No: + (92) 21-99211012, 99211565
Fax No: + (92) 21-99211012, 99211565

GOVERNMENT OF SINDH
HEALTH DEPARTMENT

SUMMARY FOR CHIEF MINISTER SINDH

SUBJECT: ACCORD OF APPROVAL FOR CONTRACTING OUT CHILDREN HOSPITAL NORTH KARACHI UNDER PUBLIC /PRIVATE PARTNERSHIP ACT 2010.

Honorable Chief Minister Sindh may kindly like to refer the subject Hospital being established through joint venture development scheme" Improvement of Children Hospital at North Karachi by Japan International Cooperation Agency (JICA) and Government of Sindh Health Department which needs to be made functional under Public /Private Partnership.

2. It is submitted that "The JICA provided a grant for 129 Bedded facility and equipped in all respects. It was deliberated in detail by the JICA and Government of Sindh represented by Secretary Health Department, Secretary Finance Department along with Principal Secretary to Government Sindh and suggested that a management model to operationalize the Hospital through Public / Private Partnership at F/A. Subsequently JICA has provided the concurrence at F/B to contract out the facility under the Public / Private Partnership Act,2010 and policy goveirng the same.

3. The JICA has handed over completed facility to Health Department to operate it in April,2015, since the Operation and Management model has been agreed between Health Department and JICA. The Health Department has already received unsolicited intent/ proposal from an established and credible Organization (Indus Hospital) to offer services for operating the Children Hospital on performance based contract in accordance with rules and regulations at F/C.

4. By considering the importance of the Children Hospital North Karachi donated by JICA and urgent need to provide the services to ailing children, Honourable Chief Minister as Chairman PPP Policy Board may accord the permission / approval to initiate procurement process under Section 7 of the PPP Act.2010 and later the Agenda may be taken in the forthcoming PPP Policy Board meeting.

5. Submitted for approval of Para 4/ n above Please.

Office of the Minister Health Sindh
Inward / Outward No. MH 1033
Date (in) 5/11/15 Date (out) 5/11/15

(DR.SAEED AHMED MANGNEJO)
Secretary Health

No. HD (P&E) 10-5 / 2015 Karachi dated: 21 - 9 - 2015

P.T.O

5/11 6. **MINISTER HEALTH.** 5/10/2015

SECRETARY FINANCE.

ADDITIONAL CHIEF SECRETARY (DEV) P&D

CHIEF SECRETARY

CHIEF MINISTER

P.T.O

Secretary Finance S.H.O. Summary Section

File No.
Dy. No. 6938 Inw: dt: 7/10 Out: dt:

PUBLIC PRIVATE PARTNERSHIP UNIT
FINANCE DEPARTMENT
GOVERNMENT OF SINDH

RECEIVED IN C.S HOUSE
DATED: 4/11/2015

GOVERNMENT OF SINDH

SUMMARY FOR CHIEF MINISTER, SINDH

7. The summary initiated by Secretary Health is in line with Sindh PPP Act 2010. Since the timing of next PPP Policy Board meeting is not scheduled presently; approval for initiation of work on this project may be sought from Honorable Chief Minister in the capacity of Chairman PPP Policy Board. The approval may be ratified by the Policy Board in the next meeting. Besides, in adherence with clause 7 and clause 10 of Sindh PPP Act 2010, Health Department including its PPP Node may initiate work on project preparation documents in response to unsolicited proposal received.

14/10/15

(MOHAMMAD SOHAIL RAJPUT)
SECRETARY FINANCE

8. **SENIOR MINISTER FOR FINANCE**

14/10/15

ADDITIONAL CHIEF SECRETARY (DEV)

CHIEF SECRETARY, SINDH

CHIEF MINISTER, SINDH

PTO

Secretary Finance G.O.S. Summary / Notice
File No. 5(DG-PPP) No. File
Dy. No. 6938 Inw: dt: 7/10 Out: dt: 14/10/15
Dated 13/10/15
Dated
Inward # 500
Outward # —
NO.PSMIN(FD)MW&SEC/OUTWARD-4217
KARACHI, DATED 14-10-15/15-10-15

09. The proposal by Finance Department as contained in Para 07/N is supported. The Health Department should ensure strict adherence to the Sindh PPP Act 2010 and as requested by JICA vide letter at Flag 'B', may also make it sure that the assets provided by Government of Japan are owned by Government of Sindh and would not be sold or discarded without the consent of JICA.

(AJAZ ALI KHAN)
ADDITIONAL CHIEF SECRETARY (Dev)

- **SENIOR MINISTER P&D, FINANCE, ENERGY & IRRIGATION:** 22/10/15

- **CHIEF SECRETARY, SINDH:** On view of para 7 and 9 para 4 is endorsed. 26/10/15

- **CHIEF MINSITER, SINDH:** 3/11

C.S
4/11/15

Sec Health - 9/11/15

AD (Dev) PH.

Inward # 3320 Dated 21-10-15
Outward # Dated

KAPAOR DATED 22-10-15/26-10-15.

SUMMARY SECTION
C.M.S/OUTWARD No. 19138
DATE: 04.11.2015

Meeting Notice
By Fax

No. HD (P&E) 10-5 (13) / 2015
Government of Sindh
Health Department
Block-94, Sindh Secretariat #4B
Karachi dated **06-01-2016**

1.	Director General Health Services Sindh Hyderabad	**Chairman**
2.	Additional Secretary (Tech) Health Department, Govt.of Sindh	**Member**
3.	Representative of PPP Unit, Finance Department	**Member**
4.	Representative of Finance Department, Not below BPS-18	**Member**
5.	Director PPP Node, Health Department	**Member**
6.	Prof.Dr. Jamal Raza, Director NICH Karachi	**Co-opted Member**
7.	Prof. Dr. Zulfiqar A. Bhutta, Director Centre of Excellence in Women and Child Agha KhanUniversity Hospital Karachi	**Co-opted Member**

Subject: Meeting of the Contracting Out Children Hospital, North Karachi, Under the Public Private Partnership Act 2010 to be held on 08th January, 2016 at 4.00 pm in the Office of Additional Secretary (Dev) Health Department, Government of Sindh at Barrack-94 Sindh Secretariat.

I am directed to refer to the subject cited above and to state that a meeting regarding the approval of Request for Proposal (RFP) in respect of contracting out Children Hospital, North Karachi, under the Public Private Partnership Act 2010 is scheduled to be held on 08th January 2016 in the office Of Additional Secretary (Dev) Health Department, Government Of Sindh at Barrack-94 Sindh Secretariat, Karachi.

It is therefore requested to kindly make it convenient to attend the meeting on above date time and venue positively.

(Shaista Jabeen)
Additional Director- (PH)

Copy is forwarded for information and necessary action to:

1. The Additional Chief Secretary (Dev) Planning & Development Department, Government of Sindh Karachi.
2. The Secretary Finance Department, Government of Sindh Karachi, with a request to depute representative of Finance department, to attend the meeting in best interest of Health Care.
3. The Director General, PPP Unit, Finance Department, Government of Sindh, Karachi
4. The Director General, Sindh Health Services, Hyderabad
5. The Chairman/Member of the Committee.
6. The CEO, Health Sector Reforms Unit, Health Department, Govt.of, Karachi.
7. The Chief, Japan International Co-operation Agency (JICA) Pakistan.
8. P.S to Chief Secretary, Government of Sindh Karachi.
9. P.S to Principal Secretary to Chief Minister, Sindh
10. PS to Minister Health, Health Department, Government of Sindh Karachi.
11. P.S to ACS (Dev), Planning and Development Department, Govt. of S, Karachi.
12. P.S to Secretary, Finance Department, Government of Sindh, Karachi.
13. P.S to Secretary Health Department, Government of Sindh Karachi.

Additional Director- (PH)

Government of Sindh
Health Department

MINUTES OF MEETING OF THE CONTRACTING OUT CHILDREN HOSPITAL, NORTH KARACHI, UNDER THE PUBLIC PRIVATE PARTNERSHIP ACT 2010 HELD ON 18TH NOVEMBER, 2015 AT 4.00 PM IN THE OFFICEOF ADDITIONAL SECRETARY (DEV) HEALTH DEPARTMENT, GOVERNMENT OF SINDH AT BARRACK-94 SINDH SECRETARIAT.

List of participants attached

The Meeting started with the name of Allah, following members attended the meeting. Chair welcomed the participants and proceeding started as per agenda.

Dr. Hassan Murad Shah	Director General Health Services Sindh
Dr. M. Aslam Pechuho	Additional Secretary (Tech)
Ali Sibtain	D.G PPP Unit

Draft Request for Proposal (RFP) in respect of contract out the Children Hospital North Karachi, financed by JICA was presented for examining and vetting to the committee constituted by the Health Department Government of Sindh. Also Suggestions/ recommendations were invited from the members of the committee to finalize the Request for Proposal (RFP) in respect of contracting out Children Hospital, North Karachi, under Public Private Partnership Act 2010.

After detailed deliberation following decision were taken place:

- In order to undertake scrutiny of technical side of the RFP, technical expert i.e renowned Pediatricians needs to be included as a co-opted member in the constituted committee earlier notified by the Health department.

- It has been further decided by the committee that the existing hospital i.e Children Hospital North Karachi may be included in the Request for Proposal along with the Children Hospital established by JICA Assisted project accordingly, note for Honorable Minister Health may be floated for soliciting formal approval of the Minister Health.

The meeting ended with a note thanks to the Chair and participants.

Dr. M. Aslam Pechuho
Additional Secretary (Tech)
Health Deptt, Govt. of Sindh
Member

Ali Sibtain
D.G PPP Unit
Finance Deptt, Govt. of Sindh
Member

Dr. Hassan Murad Shah
Director General
Health Services Sindh Hyderabad
Chairman

No. HD(P&)10-5(13) /2015
GOVERNMENT OF SINDH
HEALTH DEPARTMENT,
Karachi Dated 9th November 2015

NOTIFICATION

No.HD(P&E)10-5(13)/2015. A Technical and Financial Evaluation Committee (TFEC) of following composition is hereby constituted to hire the services of Partners for contracting out Through Performance Based "Sindh Government Children Hospital North Karachi. JICA Assisted Project.

1.	Director General Health Services Sindh Hyderabad	**Chairman**
2.	Additional Secretary (Tech) Health Department, Govt.of Sindh	**Member**
3	Representative of PPP Unit, Finance Department	**Member**
4	Representative of Finance Department, Not below BPS-18	**Member**
5.	Director PPP Node, Health Department	**Member**

TORs OF COMMITTE:

- The Committee shall review and approve the bidding documents such as Evaluation (selection) criteria Request for proposal (RFP) Concession Agreement, Project structure, Financial Model and Project information Memorandum or any other document, for the purpose of issuing the same to the bidders, by the procuring agency. i.e Health Department.
- The Committee shall pre-qualify the bidders, on the basis of Evaluation Criteria issued to them, for issuance of bidding documents.
- The Committee or its authorized representatives may, if there need be , hold pre-bid conference and contact negotiation with the Bidders, and address query of the bidder leading to finalization of the RFP and Draft Concession Agreement.
- The Committee shall recommend the preferred bidder to the PPP Policy Board for issuance of letter of intent by the Procuring agency.

Quorum:

❖ Sixty percent participation of the members shall constitute quorum of the Committee.

SECRETARY HEALTH
Government of Sindh

A copy is forwarded for information & necessary action to:-

1. The Additional Chief Secretary (Dev) Planning & Development Department, Government of Sindh Karachi.
2. The Secretary Finance Department, Government of Sindh Karachi, with a request to depute representative of Finance department, to attend the meeting in best interest of Health Care.
3. The Director General, PPP Unit, Finance Department, Government of Sindh, Karachi
4. The Director General, Sindh Health Services, Hyderabad
5. The Chairman/Member of the Committee.
6. The CEO, Health Sector Reforms Unit, Health Department, Govt.of, Karachi.
7. The Chief, Japan International Co-operation Agency (JICA) Pakistan.
8. P.S to Chief Secretary, Government of Sindh Karachi.
9. P.S to Principal Secretary to Chief Minister, Sindh
10. P.S to ACS (Dev), Planning and Development Department, Govt. of S, Karachi.
11. P.S to Secretary, Finance Department, Government of Sindh, Karachi.
12. P.S to Secretary Health Department, Government of Sindh Karachi.

S/C ADDITIONAL DIRECTOR (PH)

FINANCE DEPARTMENT RECEIVED R&I GOVT. OF SINDH

1784

Request for PROPOSALS Document

Government of Sindh's Initiative to Improve Healthcare:

Public Private Partnership for Select Public Health Facilities/ Health Services

Health Department
Government of Sindh

January, 2016

RFP No. [**No. PPP (CHNK) 08-01/2016**]

Title of Services:

Government of Sindh's Initiative for Improving Healthcare: Public Private Partnership for Performance Based Contracting Out of Children Hospital at North Karachi, Sindh

Section 1. Letter of Invitation

GOVERNMENT OF SINDH

Dear Bidder:
The Health Department Government of Sindh ("GoS"), hereby invites Bids from shortlisted potential partners to establish performance based Public Private Partnership for 'The Children Hospital' at North Karachi with the objective of improving service delivery through 5-10 years management contracts.

Bidders must provide information indicating that they are qualified to perform the services as per the forms provided in RFP. A Bidder will be selected under procedures described in RFP and in accordance with the Public Private Partnership policies of the Government of Sindh; as related to the procurement process, and provided in the Part-IV of Sindh Public Procurement Rules 2010 or as amended from time to time, which can be found at the following website: www.sppra.gov.pk

In order for a Bid to be evaluated, bidders must meet all of the eligibility requirements stated herein.

The key dates in this stage of the selection process are as follows:

Pre-Bid Conference	January 18, 2016
Submission of Bid	February 01, 2016
Contract Agreement Signing	March 03, 2016
Contract period	**5-10 years**
Anticipated expiry of Contract Agreement & handover of facilities	March 15, 2015

Two (2) complete hard copies and one (1) complete soft copy of the technical and financial Bid (including the Financial model in Excel spreadsheet) and other supporting documents (on CD/ DVDs) must be delivered no later than **2:00 p.m. PST** on February 01, 2016 as per the guidelines given in the Data sheet.

The Bids will be evaluated by a Technical and Financial Evaluation Committee ("TFEC"), comprising of GoS officials and may comprise reputable and relevant civil society members

Sincerely

Email:

Phone# +(92-21) 99204712 & +(92-21) 99204713

Address: Health Department, 6th Floor, New Sindh Secretariat, Kamal Atta Turk Road, Karachi.

Section 2. Instructions to Bidder/ s

1. [1]Definitions

a. "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan
b. "Government" means the Government of Sindh, Karachi.
c. "Client" means the nominee of Government of Sindh which can be designated Department/ Division/Unit or person within the Government with which the selected Bidder/ s signs the Contract for the Services.
d. "Bid" means the Technical Bid and the Financial Bid
e. "Bidder/ s" means any entity or person that may provide or provides the Services to the Client under the Contract. Term "Potential Partner " may also be used interchangeably
f. "Contract" means the Contract to be signed by the Parties and all the attached documents listed therein
g. "Data Sheet" means such part of the Instructions to Bidder/ s used to reflect specific country and assignment conditions.
h. "Day" means calendar day.
i. "DHQ" means District Head Quarter
j. "EOI" Expressions of Interest
k. "Federal Government" means the Federal Government of Islamic Republic of Pakistan
l. "Instructions to Bidder s" (Section 2 of the RFP) means the document which provides Bidder/ s with all information needed to prepare their Bids.
m. "Personnel" means professionals and support staff provided by the Bidder and assigned to perform the Services or any part thereof;
n. Public Private Partnership" means a contractual arrangement between the public and private sectors, built on the expertise and resources of each partner that best meets clearly defined public needs through appropriate allocation of resources, risks and rewards;
o. Shortlist would be interchangeably referred to as pre-qualification list
p. ""RFP means the Request for Proposal Document
q. "Services" means the work to be performed by the Bidder pursuant to the Contract.
r. RHC means Rural Health Center
s. "Sub-Bidders/ Subsidiary s" means any person or entity with whom the Bidder/ s subcontracts any part of the Services with approval of the Client.
t. "Statement of Work " (SoW) means the document included in

[1] In case of any conflict the definitions provided as per Section 1 (2) od SPPR 2010 will have precedence

the RFP as Section 6 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Bidder/ s, and expected results and deliverables of the assignment.

u. "In writing" means communicated in written form with proof of receipt and also means communication through electronic mail (email) with proof of delivery receipt.

v. "Intellectual Property Rights" means all current and future copyright, patents, trademarks (whether or not registered) or rights in databases, inventions or trade secrets, know-how, rights in designs, topographies, trade and business names, domain names, and all other intellectual and property rights and applications for any of those rights (where such applications can be made) capable of protection in any relevant country of the world"

w. THQ means Taluka Head Quarter

2. Identification

2.1 Unit of Government of Sindh (as identified in the Data Sheet as Procuring Agency or representative of Procuring Agency and hereinafter interchangeably called "the Government") intends to undertake this procurement for which this Request for Bid is issued.

2.2 Identification No and Title of Procurement: [stated in DS]

2.3 Government hereby invites Bids for the services as briefly described in the Data Sheet (DS) and specified in greater detail in these RFPD. However this description is very elemental and interested Bidders/ s are expected to submit a complete bid on the basis of parameters provided at other relevant sections of RFPD.

2.4 The method of selection to be used to be used in accordance with Rule 46 of SPPR-2010 is defined at Data Sheet

3. Eligible Bidders

The firms meeting the eligibility conditions as per Rule 29 of SPPR-2010 will be considered eligible and will be further subjected to eligibility conditions prescribed in various methods of procurement under Rule 46 of SPPR-2010. If a pre-qualification process has been undertaken, as outlined under Rule 27 of SPPR-2010 for the Bidder/ s (s) for which these RFP documents have been issued, those Bidders - in case of Joint Ventures with the same partner(s) and Joint Venture structure - that had been pre-qualified are eligible. However pre-qualified/short-listed Bidder/ would not be allowed to associate with Bidders/ s who have failed to qualify the pre-qualification/short listing/evaluation process.

In case of Single Stage Two Envelope Bidding pursuant to Rule 46 (2); if a pre-qualification process has not been undertaken for the Contract(s) for which these RFP documents have been issued, then all national Bidders (unless stated otherwise in corresponding Data Sheet) duly registered with relevant tax and other authorities required under Federal Government's rules, laws, statues or relevant instructions ; consistent with SPPR-2010, or specific eligibility parameters defined in the relevant section of Data Sheet and SoWs and Bidders from eligible source countries as defined under the rules, laws statues or relevant instructions of Federal and Sindh Government; in case of International Competitive Bidding

If procurement has been undertaken through Two Stage Bidding in accordance with Rule 46 (3) of SPPR-2010 then the Bidder/ s (s) who have been retained for Second Stage bidding with the Partner(s) and Joint Venture structure - that had been approved by Government are eligible

If procurement has been undertaken through Rule 46(d) of SPPR-2010 then under provision of Rule 46 (4) Government may allow replacement of Partner/ Joint-venture Bidder provided that lead Bidder qualified in Stage I remain unchanged

4. Code of Ethics

4.1 It is the Government 's policy to require that Bidder/ s, Suppliers, Contractors, and Bidders/ s under Government -financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Government follows, interalia, the instructions contained in SPPR 2010 which defines:

(i) "Coercive Practice" means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

(ii) "Collusive Practice" means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

(iii) "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

(iv) "Fraudulent Practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

*(v) "Obstructive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.*5.2

Under Rule 35 of SPPR-2010, "The Government can interalia blacklist Bidder found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the SPPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard".

4.2 The receipt for any money paid by the Bidder will not be considered as any acknowledgement of payment to the Client unless such receipt is signed by a duly authorized officer of the Client and Bidder shall be solely responsible for seeing that a proper receipt is provided.

4.3 Attention of Bidder/ s is drawn to Rule 44 of SPPR-2010 whereby they are required to identify any **discriminatory and difficult conditions**, introduced by Client which discriminates between Bidder/ s or that is considered to be met with difficulty. In ascertaining the discriminatory or difficult nature of any condition reference shall be made to the ordinary practices of that trade, manufacturing, construction business or service to which that particular procurement is related. However in certain conditions Procuring Agency may describe exceptions or preferences consistent with Rule 19 and 36 of SPPR-2010

4.4 Pursuant to Rule 89 of SPPR-2010 Bidder undertakes to sign an Integrity pact in accordance with prescribed format attached hereto for all the procurements estimated to exceed Rs.25.00

million or any other limit prescribed by Government

4.5 Government's policy requires that selected Bidder/ s provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Bidder/ s the termination of its Contract

4.6 Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances defined in Rule 2 (l) of SPPR-2010. The additional factors may be provided in Data Sheet.

5. Cost of Participation

5.1 Bidder shall bear all costs associated with the preparation and submission of their Bids and contract negotiation. The Client is not bound to accept any Bid, and reserves the right to annul the selection process at any time, without thereby incurring any liability to the Bidders

5.2 However Client may provide facilities and support indicated in Data Sheet

6. Content of RFP

6.1 In accordance with Rule 21 of SPPR-2010 the services required to be procured, procurement procedures, and contract terms are prescribed in the RFPD. In addition to the Request for Proposal, the RFP documents include:

(a) Instructions to Bidders (ITB)
(b) Data Sheet
(c) Technical Bid Submission Formats
(d) Financial Bid Submission Formats
(e) Statement of Work
(c) Forms of Contracts
(f) Integrity Pact

6.2 The Bidder is expected to examine all instructions, forms, terms, and in the RFPD. Failure to furnish all information required

by the RFPD or to submit a Bid not substantially responsive to the RFPD in every respect will be at the Bidder/ s' risk and may result in the rejection of its Bid

6.3 The RFPD, Bids prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Client, shall be written in the English language. However, it is desirable that the Bidder's Personnel have a working knowledge of the national and regional languages of the Islamic Republic of Pakistan; as relevant.

7. Clarification and Amendment of RFP Documents

7.1 Bidders may request a written clarification of any aspect of the RFP documents f before the Bid submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 7.2.

7.2 At any time before the submission of Bids, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Bidders/ s and will be binding on them. Bidders shall acknowledge receipt of all amendments. To give Bidder reasonable time in which to take an amendment into account in their Bids the Client may, if the amendment is substantial, extend the deadline for the submission of Bids.

8. Pre-Bid Conference

8.1 Bidders should familiarize themselves with relevant conditions and take them into account in preparing their Bids. Bidder/ s are encouraged to attend a pre-Bid conference if one is specified in the Data Sheet. Attending the pre-Bid conference is optional.

8.2 Bidder may liaise with Client's representative named in the Data Sheet for gaining better insight into the assignment consistent with protocols prescribed at ITC 7 and 25

9. Currencies of Financial Bids and Payments

9.1 If required by the category of PPP, prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet

9.2 However Bidder may submit Bids in USD for services originated

outside the country of Procuring Agency.

9.3 Payments for all NCB contracts will be made in equivalent PKR of the corresponding currency on the rates prevailing at time of payment. Exchange rates at www.Government.gov.pk . Currency (ies) under ICB will be provided at Data Sheet

10 Taxes

10.1 The Bidder will be subject to all admissible duties and taxes etc unless exempted by relevant tax authority for which Bidder/ s will be required to provide necessary documentation regarding tax exemption from relevant tax authorities. Client assumes no responsibility whatsoever to undertake tax exemption cases on behalf of Bidders. Whenever applicable, it is the responsibility of the Bidders, before completing Financial Bids, to contact the relevant tax authorities to determine the tax amount to be paid by the Bidders under the Contract.

10.2 Financial Bids are required to be inclusive of all applicable taxes. If a Bidder submits a Bid exclusive of taxes it will considered to be inclusive of all taxes

11 Validity of Bids

11.1 Bids shall remain valid for the period specified in the Data Sheet after the date of Bid submission prescribed by the Government, pursuant to ITC 12. A Bid valid for a shorter period shall be rejected by the Government as non-responsive.

11.2 In exceptional circumstances, the Government may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable). A Bidder may refuse the request .A Bidder/ granting the request will not be required nor permitted to modify its original Bid

12. Marking, Submission, Receipt, and Opening of Bids

12.1 Bid shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Bids should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4. All pages of the original Technical and Financial Bids will be initialized by an authorized representative of the Bidders/ s. The authorization shall be in the form of a written power of attorney accompanying the Bid

12.2 All required copies of the Technical Bid are to be made from the original. If there are discrepancies between the original and the copies of the Technical Bid, the original shall prevail.

12.3 The original and all copies of the Technical Bid shall be placed

in a sealed envelope clearly marked "TECHNICAL BID". Similarly, the original Financial Bid (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "FINANCIAL BID" followed by name of the assignment, and with a warning "**DO NOT OPEN WITH THE TECHNICAL BID**". If the Financial Bid is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for rejection of the Bid.

12.4 The Bids must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with Para. 11.2.

12.5 After half an hour of the deadline for submission of Bids, Technical Bids shall be opened and stamped in front of the representatives who choose to attend. The Financial Bids shall remain sealed however their envelopes will be initialized by all the participants of Bids Submission Meeting

13. Late Bids

Any Bid received by Government after the deadline for submission of bids prescribed by the Government pursuant to ITC 12.4 will be rejected and returned unopened to the Bidder

14. Modification and Withdrawal of Bids

14.1 The Bidder may modify or withdraw its Bid after the submission, provided that written notice of the modification, including substitution or withdrawal of the Bid, is received by the Government prior to the deadline prescribed for submission of Bids.

14.2 No Bid may be modified after the deadline for submission.

14.3 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid validity specified at ITC 11. Withdrawal of a Bid during this interval may result affect prospects of future participation in Government 's procurements

15. Evaluation of Technical Bids

15.1 Notwithstanding any method used pursuant to Rule 46 (1-4) and 37 of SPPR-2010 the Evaluation Committee shall evaluate the Technical Bids on the basis of their responsiveness to the Statement of Work, applying the evaluation criteria, sub criteria, and point system if specified in the Data Sheet. In case of a scoring approach each responsive Bid will be given a technical score (St). A Bid

shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Statement of Work or if it fails to achieve the minimum technical score indicated in the Data Sheet.

15.2 The evaluation criteria is described in the Data Sheet

16. Clarification of Technical Bid

16.1 Pursuant to Rule 43 (1) of SPPR-2010 Government may seek clarification of Technical Bids. However no Bidders shall be allowed to alter or modify their Technical Bids. However the Government may seek and accept clarifications to the bid that do not change the substance of the Bid. Change in substance of Technical Bid refers to amendments that i) alter the materiality of the Bid to an extent that an otherwise non-responsive Bid becomes responsive and/or ii) prejudice or affect the relative ranking of any Bidders

16.2 As per Rule 43 (2) request for clarification and response thereof shall invariably be in writing.

16. Evaluation of Financial Bids

16.1 After the technical evaluation is completed, the Client shall notify in writing Bidders that have secured the minimum qualifying mark, the date, time and location, allowing a reasonable time, for opening the Financial Bids. Bidder's attendance at the opening of Financial Bids is optional.

16.2 Financial Bids shall be opened publicly in the presence of the Bidders' representatives who choose to attend. The name of the Bidders and the technical scores of the Bidders shall be read aloud. The Financial Bid of the Bidders who shall have met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Bids shall then be opened, and the total Prices read aloud and recorded.

16.3 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between words and figures the former will prevail. In addition to the above corrections, activities and items described in the Technical Bid but not priced, shall be assumed to be included in the Prices of other activities or items. Bid with items not described in both Technical and Financial Bids will be rejected.

17. Negotiations

17.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Bidders will, as a pre-requisite for attendance at the negotiations, confirm its continued eligibility. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Bidder. In absence of a next-ranked Bidder Government at its discretion evaluate the situation may decide on terminating the procurement process or otherwise in accordance with Rule 83 SPPR-2010

17.2 Representatives conducting negotiations on behalf of the bidder must have written authority to negotiate and conclude a Contract.

17.3 The financial negotiations will include a clarification (if any) of the Bidders' tax and other liabilities as a result of the ensuing contract. Bidder will provide the Client with all of the requested information to complete its financial evaluation

17.4 Notwithstanding anything contained in ITC17.1 above negotiations will only be valid if they are held publicly between authorized representatives of bidder and majority members of Evaluation Committee nominated by Procuring Agency

18. Government 's Right to Vary Inputs/Outputs at Time of Award

18.1 Government reserves the right at the time of contract award to increase or decrease inputs or outputs originally specified in the SOW without any change in unit price or other terms and conditions.

18.2 Provided such variation does not affect the basis of advertisement threshold; as provided at Rule 17 of SPPR-2010, on basis of originally estimated cost

19. Government 's Right to Accept any Bid and to Reject any or All Bids

The Government reserves the right to accept or reject any Bid, and to annul the procurement process and reject all Bids at any time prior to contract award.

20. Award of Contract

20.1 Subject to completion of process at17.1, Government shall issue a Notification of Award enclosing therewith copy of

contract; finalized as a result of technical and financial negotiations, to selected Bidder

20.2 The Bidder is expected to expeditiously complete the contract and commence the assignment on the date and at the location specified in the Data Sheet.

21. Performance Security

21.1 If stipulated in Data Sheet; within forty two (42) days, or any other period specified in data sheet, of the intimation of award from the Client, the successful Bidder shall furnish the performance security in accordance with Form FIN-3 provided in the RFP. However the condition of performance security is applicable only on companies operating under commercial law and non-profit and not-for-profit bidders will be exempted and shall be required to submit a performance undertaking from their Board etc by using a modified format of performance security

21.2 The performance guarantee must be valid from the date of its submission to the end of the end of concession (5-10 years) in the amount at 1% of the final Project Cost

21.4 Failure of the successful Bidder to comply with the requirement of ITC 21.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Government may make the award to the next lowest evaluated Bidder or call for new Bids

22. Confidentiality

Information relating to evaluation of Bids and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Bids or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Bid.

23. Overriding Effect of

Whenever in conflict with these documents the stipulation of SPPR-2010 and PPP policies will have ascendency with following priority

SPPR-2010 and;

PPP policies enunciated by Government of Sindh

Section 3. Data Sheet

INSTRUCTIONS TO BIDDERS

DATA SHEET

Paragraph Reference	Description
2.1	**Name of the Client:** Government of Sindh, Health Department Karachi.
2.2	Identification and title of the assignment: **Sindh Government Children Hospital-North Karachi**
2.3	The government of Sindh seeks participation of private sector in quality health care service delivery to public, ensuring equitable and sustainable access. It is envisaged that the management of public sector healthcare facilities is handed over to private sector with the expectation that private sector expertise and know how in the field will bring a visible change in these institutions and offer quality services at affordable prices. In this regard The Health Department Government of Sindh (GoS) intends to evolve performance based Public Private Partnerships (PPPs) for Children Hospital North Karachi in collaboration with the private sector towards the overall objective of improving health service delivery visibly in the province. These PPPs are initially envisaged to be medium term (5-10 years). This is visualized to be primarily Management Contract on the basis of a mutually agreed Health Service Package (HSP) for **100** bedded new General/ Tertiary Care Paediatrics Facility. The Assets under these contracts will strictly remain that of the Government of Sindh. The Health Department, Government of Sindh (the **"GOS"**) is desirous of procuring services of Private Partners in Province of Sindh, Pakistan through the Management Contracts for following major components: (i) Management of the select hospital for improving infrastructure; availability of health services (as per agreed EPHS) and provision of additional services as per agreed framework; (ii) Management of the Diagnostic Services in select health facility; (iii) Establishing Ambulances services; (iv) Management Contracts for the allied centers for establishing high quality training of Nurses/ Paramedics. **Overview of Contractual Arrangement:**

	i. Medium term (5-10 years) Performance Based Management Contracts for managing the facility extendable to long term on the basis of regular third party evaluation; ii. Medium term (5-10 years) Performance Based Management Contracts for managing the relevant Services (Diagnostic/ Ambulance/ Training) extendable to long term on the basis of regular third party evaluation;
2.4	**Method of selection:** Rule 46 (2)
4.6	Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Competitive Selection Process, if: a) such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Bidder or a constituent thereof in the other Bidder (s) (or any of its constituents) is less than 5% of its paid up and subscribed capital; or b) a constituent of such Bidder is also a constituent of another Bidder; or c) such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder; or d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or e) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's' information about, or to influence the Bid of either or each of the other Bidder; or f) such Bidder has participated as a consultant to the GoS in the preparation of any documents, design or technical specifications of the Project
5.2	The Client will provide, the following inputs and facilities: **Government of Sindh would provide:** (i) Transfer of existing budgets and additional grants subject to provision of similar funds by the Managing Partner through Philanthropy/ Innovative financing models etc. (ii) Unencumbered possession of the identified health facilities; (iii) Use of government health facilities and their equipment; (iv) The functions, role and support available from the Health

<table>
<tr><td></td><td>Department, and his/her staff
(iv) Copies of key policies relevant to the partnership</td></tr>
<tr><td>7.1</td><td>The Client's Representative:
Secretary to Government of Sindh
Health Department
6th Floor, New Sindh Secretariat, Kamal Atta Turk Road, Karachi.
Telephone:+(92-21) +(92-21) 99204712 & +(92-21) 99204713
Email:drahsan@sindhealth.pk; psshsindh@yahoo.com</td></tr>
<tr><td>8.1</td><td>Pre-bid Conference will be held on [January 18, 2016] at [Health Department, 6th Floor, New Sindh Secretariat, Kamal Atta Turk Road, Karachi.]</td></tr>
<tr><td>8.2</td><td>Client's Representative for Providing Clarifications is:</td></tr>
<tr><td>12.4</td><td>Bid submission date is February 01, 2016</td></tr>
<tr><td>11.1</td><td>Bids must remain valid for 40 days after the submission date</td></tr>
<tr><td>12.4</td><td>The Bid submission address is:

6th Floor, New Sindh Secretriat,
Shahrah-e-Kamal Atta Turk Road, Karachi
Telephone:+(92-21)99222012 & +(92-21)- 99222403
Email: drahsan@sindhealth.pk; psshsindh@yahoo.com
Bids must be submitted no later than the following date and time:
_____1st day, Month February_____, 2016 by [2:00pm]</td></tr>
<tr><td>15.2</td><td>Criteria, sub criteria, and point system for the evaluation of Technical Bids are:
Mandatory Requirement

Category (Cat.) Facility/ Services
• Location (Urban)
• Catchment Population (Socio-Economic-Status Middle Class/ Poor)
• Health Indicators (Targets Achievement 40-60%)
• Availability of Workforce (Available)
• Infrastructure (Good)

<table>
<tr><th>S#</th><th>Criteria & Sub- Criteria</th><th>Facility/ Service</th><th>Total</th></tr>
<tr><td>1.</td><td>Previous Experience of delivering health services and with a focus on Essential Package of Health Services</td><td></td><td>15</td></tr>
<tr><td>1.1.</td><td>Management of Health facility/ ies and Services</td><td></td><td></td></tr>
<tr><td>1.2.</td><td>Service Delivery</td><td></td><td></td></tr>
<tr><td>1.3.</td><td>Performance Based Management</td><td></td><td></td></tr>
<tr><td>1.4.</td><td>Working with public sector</td><td></td><td></td></tr>
<tr><td></td><td>Criteria Minimum Score</td><td>11</td><td></td></tr>
<tr><td>2.</td><td>Organizational Capacity</td><td></td><td>40</td></tr>
</table>
</td></tr>
</table>

	2.1.	Technical Experts (Health/ M&E/ Program)		
	2.2.	Operations Work Force with experience in health sector (administrative, managerial, field)		
	2.3.	Capacity of and plan for mobilizing Female Work Force		
	2.4.	Logistics Support & Supplies Mechanisms		
	2.5.	Support Services		
	2.6.	Capacity to mobilize resources/ funds		
		Criteria Minimum Score	28	
	3.	Quality Assurance Credentials/ Mechanisms/ Tools		20
		Criteria Minimum Score	14	
	4.	Patient/ User Satisfaction Credentials/ Mechanisms		10
	4.1.	Clear approach in terms of establishing mechanisms to be responsive for community needs		
	4.2.	Community based approaches and referral system		
		Criteria Minimum Score	7	
	5.	Technology & Innovation		
	5.1.	Use of management information systems		15
	5.2.	Data analysis and reporting		
	5.3.	Use of task shifting & tele health		
	5.4.	Volunteerism		
		Criteria Minimum Score	10	
		Cumulative Minimum Score for the Category	70	
		TOTAL		100

The minimum qualification score St is: 70 points

22.2	Estimated Date: Address for Contract Negotiations: 6th Floor, New Sindh Secretriat, Kamal Atta Turk Road, Karachi.

Section 4.

Technical Bid - Standard Forms

TECH-1 **Technical Bid Submission Form**

TECH-2 **'s Organization and Experience**
A 's Organization
B 's Experience

TECH-3 **Comments or Suggestions on the Statement of Work and Facilities to be provided by the Client**
A On the Statement of Work
B On the Facilities

TECH-4 **Bidders own form**

FORM TECH-1 Technical Bid Submission Form

Secretary to Government of Sindh
Health Department
6th Floor, New Sindh Secretariat
Kamal Atta Turk Road
Karachi

Dear Sir:

We, the undersigned, offer to provide the services for "Insert title" in accordance with your Request for Proposal dated ..... and our Bid. We are hereby submitting our Bid, which includes this Technical Bid, and a Financial Bid sealed under a separate envelope.

We hereby declare that all the information and statements made in this Bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Bid, i.e., before the date indicated in Paragraph Reference ITC 10 of the corresponding Para of Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Bid is binding upon us and subject to the modifications resulting from Contract negotiations.

We further undertake, if our Bid is accepted, to initiate the services related to the assignment not later than the date indicated in Paragraph Reference of ITC 25.2 of the corresponding Para of Data Sheet.

We understand that you are not bound to accept any Bid you receive.

We remain,
Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

FORM TECH-2 's Organization and Experience

A - [2]Bidder/ 's Organization

[*Provide here a brief (two pages) description of the background and organization of your Bidder/entity and each associate for this assignment.*]

[2] This is indicative and would need major revamping for alignment with the intended scope of assignment

B - Bidder's Experience

[*Provide information on each assignment for which you and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out services similar to the ones requested under this assignment. Attach details on separate sheet if necessary.*]

Consortium Financial and Structural Background (Form I & II) Total Points 30

S#	Criteria & Sub- Criteria	Facility/ Service	Max. points
1.	Turnover in rupees		10
1.1.	1-2million	2	
1.2.	2-5 million	5	
1.3.	5-10 million	10	
2.	Number of employees		5
2.1.	Under 25	2	
2.2.	Over 25	5	
3.	Past experience		5
	Upto 3 years	2	
	Above 3 years	5	
4.	Past experience in health sector		5
4.1.	Upto 100 beds (2 marks per project with maximum of 10)	2	
4.2.	Upto 250 beds (5 marks per project with a maximum of 20 projects)	5	
5.	Experience and performance of similar assignments last 5 years (Design, Operations & Maintenance) *(Following scoring system shall be applied to each of the three categories i.e*		5
5.1.	1 to 2 Projects	1	
5.2.	3 to 4 Projects	3	
5.3.	5 to 6 Projects	5	
	TOTAL Points		30

Project name	Country	Project description	Amount of financing	Your Company's investment (PKR or equivalent)	Type and term of financing	Funding sources	Current status	Date signed	Date completed	Roles and responsibilities with respect to financing	Client contact information
[add rows if necessary]											

Bidder's Name: _____

FORM TECH-3 Comments and Suggestions on the Statement of Work and Facilities to be Provided by the Client

A - On the Statement of Work

[*Present and justify here any modifications or improvement to the Statement of Work you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Bid.*]

B - On Facilities

[*Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference ITC 5.2 of the corresponding Para of Data Sheet*

FORM TECH-4-Description of Approach, Methodology & Work Plan for Performing the Assignment Consistent with Evaluation Criteria

FINANCIAL BID SUBMISSION FORM-FIN-1

[*Location, Date*]

Secretary to Government of Sindh
Health Department
Karachi

Dear Sir:

We, the undersigned, offer to provide the services for " Insert title", in accordance with your Request for Proposal dated *[Insert date]* and our Technical Bid. We hereby agree to offer service with following rates, this amount is inclusive of the local taxes:

Our Financial Bid shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Bid, i.e. before the date indicated in Paragraph Reference of ITC 10 in corresponding Para of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Bidder:
Address: _____

ACTIVITY-WISE FINANCIAL BID FORM-FIN-2

S. No	Description	Quoted Price	Currency	

FIN-3 Performance Security Form

To:

Secretary to Government Sindh
Health Department
6th Floor , New Secretariat
Kamal Atta Turk Road-Karachi–Pakistan

WHEREAS *[name of]* (hereinafter called "the ") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated _____ 200 _____ to provide partnership *[description of services] (*hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the shall furnish you with a Government guarantee by a reputable Government for the sum specified therein as security for compliance with the 's obligations with the Contract.

AND WHEREAS we have agreed to give the a guarantee:

THEREFORE WE hereby confirm that we are Guarantors and responsible to you, on behalf of the , up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____20 _____.

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date]

Section 6.

[3]STATEMENT OF WORK

Introduction:

- The Government of Sindh created the Sindh Public Private Partnership Policy Board (SPPPPB) by enacting "The Sindh Public Private Partnership Act, 2010".
- SPPPPB is the nodal agency for development of PPP in Sindh on Public Private Partnership (PPP) format.
- On behalf of Government of Sindh (GOS), SPPPPB is facilitating agency for selection of private investor for developing Sindh Hospitals and Health Services.
- SPPPPB has appointed Dr. Ahsanullah Khan as project development advisor for selection of private partner investor for operation and management of Sindh Hospitals and Health Services.
- Department of Health, GOS is the Administrative Department for development the Project.

Demography & Indicators of Sindh

Sindh Province has a population of approximately 43 million, with nearly twenty million living in Karachi. The health care services are provided through the public and private infra-structure and delivery system. Sindh is peculiar to have a robust and growing private sector in health that provides services not only to the urban but also to the rural population.

Sr.#	Indicators	PDHS 2012-13 (Pre. Report)
1	Infant Mortality Rate (Out of 1000 Live Births)	74
2	Child Mortality Rate < 5 years (Out of 1000 Live Births)	93
3	Neonatal Mortality rate (Out of 1000 Live Births)	54
4	Maternal Mortality Ratio (Out of 100,000 Live Births (LB))	200?
5	Births by skilled birth attendant	61%

[3] Information should be consistent with Articles 2, 4 and 5 of the Draft Contract Agreement

6	Institutional Deliveries	58.60%
7	Proportion of Antenatal care	79%
8	Proportion of Postnatal care	64%
9	Total Fertility Rate	3.8
10	Contraceptive Prevalence Rate	29.50%
11	Full Immunization	29.1%

Sindh is the second most populous province of Pakistan with the highest rate of migration and population growth. The Reproductive Maternal Neonatal Child Health (RMNCH) and social indicators of the province usually fall below the national averages. The maternal mortality rate (MMR) in Sindh is 200 per 100,000 live births, which is more than the MDG target of 140. However, the burden of morbidity and mortality is unequally distributed with a higher share being contributed by the poorest districts. The infant and child mortality rates in Sindh are also higher than other provinces of Pakistan, while the most alarming fact is that these figures have shown no reduction over the past decade and most of these deaths are due to preventable causes. Despite the high rate of knowledge about modern contraceptive methods the contraceptive prevalence rate in the province has remained stagnant for the last 10 years. Women's and children's health is determined not only by the availability of quality RMNCH services, but also on the various socio-cultural structures and dynamics that prevent access to healthcare services. The financial constraints and community and/or household practices that restrict women's mobility and healthcare seeking are significant contributors to women's and children's morbidity and mortality. In Sindh, 67% women have no formal education and the median age at marriage is 19 years. Both these factors lead to early pregnancy, inadequate infant and child care. The high proportion (56%) of co-sanguineous marriages in Sindh further complicate the issues as violence in the name of family or male honor overrides the value of women's life and their rights.

Health Indicators – Sindh (Urban vs Rural)

Indicators	Sindh			Pakistan
	Overall	Urban	Rural	
Neonatal Mortality Rate	54	42	62	55
Post Neonatal Mortality Rate	20	14	24	19
Infant Mortality Rate	74	56	86	74
Child Mortality Rate	20	14	25	17
Under 5 Mortality Rate	93	68	109	89

Perinatal Mortality Rate	78			75
All vaccination by 12 month	29	52	14	43
BCG	79	93	69	83
DPT1	65	86	51	77
DPT2	57	84	39	71
DPT3	39	67	20	63
Polio 0	69	84	59	68
Polio 1	87	93	84	90
Polio 2	82	85	80	86
Polio 3	78	80	76	82
Hepatitis 1	55	77	39	61
Hepatitis 2	46	73	28	55
Hepatitis 3	32	59	14	48
Measles	45	71	26	50
No Vaccination	9	3	12	7
Skilled Birth Attendence	61	79	49	52
Postnatal Check-up with 24 hr	64	70	61	59
Postnatal Check-up for new born with 24 hr	38	45	31	39
ANC (1 Visit)	79	93	69	76
TT Shots	54	75	38	64
% of delivery at Public Sector	14	18	12	15
% of delivery at Private Sector	45	60	35	34
% of delivery at Home	4	22	54	52

Health Infrastructure Available

Primary Healthcare Facilities

	Category	Total No. of HF	No. of HF with PPHI	No. of HF with DoH
1	Basic Health Unit (BHU)	783	647	136
2	Rural Health Center (RHC)	125	09	116
3	Dispensaries	470	345	125
4	Mother and Child Health Center	39	34	05

5	Sub Health Center or Clinics	38	12	80
6	Homeopathic Dispensaries	01	00	01
7	Urban Health Centers	12	00	12
8	Unani Shifa Khana	41	00	41

*Updated in October 2013

Secondary and Tertiary Healthcare Facilities

	Category	No. of facilities
1	DHQ Hospital	18
2	THQ Hospital	41
3	Major Hospitals	27
4	Tertiary Care Level Facilities	86

*Updated in May 2013

Health Human Resource Available

	Category	No. of Personnel
1	Teaching Cadre	330
2	Specialist Cadre	1055
3	General Cadre	10908
4	Dental Surgeons	385
5	Nurses	2461
6	Lady Health Visitors	894
7	Midwives	826
8	Paramedical Staff	40000
9	Other Staffs	10000
10	Lady Health Workers	22000
	TOTAL	88859

*Updated in May 2013

Objectives:

The objective of the government of Sindh is to seek participation of private sector in quality health care service delivery to public, ensuring equitable and sustainable access. It is envisaged that the management of public sector healthcare facilities is handed over to private sector with the expectation that private sector expertise and know how in the field will bring a visible change in these institutions and offer quality services at affordable prices. The Government of Sindh would appreciate if the Private Partner would identify / select the GoS under-performing unit/ service and come up with the concrete proposal for its improvement.

The Health Department, Government of Sindh (the **"GOS"**) is desirous of procuring services of Private Partners in Province of Sindh, Pakistan through the Management Contracts for following major components:

(i) Management of the hospital for improving infrastructure; availability of health services (as per agreed Package of Health Services) and provision of additional services as per agreed framework;
(ii) Management of the Diagnostic Services in select health facility;
(iii) Establishing Ambulances services;
(iv) Management Contracts for development centers for establishing high quality training of Nurses/ Paramedics.
(v) The project's social benefits would encompass but not limited to:
a) Increased utilization and coverage of Primary and secondary health care services in the districts.
b) Adequately equipped and functional health infrastructure.
c) Improved supervision and timely utilization of allocated resources.
d) Increased consumer satisfaction with publicly provided health services.

The Health Department invites proposals from professional and reputable health service providers / institutions, possessing the requisite experience.

The Private Partner shall, be responsible to:

- Improve access to health care and community satisfaction from public service delivery in the district through supportive management and meet key performance indicators
- Ensure equitable and quality service provision in the entrusted domain.

The final list of key performance indicators with all relevant details of targets and measuring the performance will be provided later once the partner is qualified.

- Provide the agreed Package of Health Services (PHS).
- Align with the provincial, national and international commitments and obligations.

Indicative Scope of Services:

General

- All the catchment population of the facility/ district shall be covered through the cluster approach.
- To take responsibility of repair, renovation and maintenance of health facilities.
- To equip, furnish and optimally staff health facilities.
- Provision of adequate supply of drugs and consumable supplies is critical to the successful provision of quality services.
- To ensure availability of standard lists of human resource positions depending upon the catchment population and number of beds of the facility to deliver the Package of Health Services (PHS).

- To establish well-organized management information
- A logistics management system will be put in place to ensure continued availability of medicines and other supplies in these facilities.
- To establish functional and robust ambulance service in the catchment of the cluster.
- To establish and report required performance indicators.
- To monitor, supervise and report the attached health facilities, outreach and community based services.
- To establish a program at selected health facilities for community based management of acute illnesses.
- In order to maintain and improve the quality of MNCH, family planning and nutrition services at all levels in the district a comprehensive capacity building activity will be undertaken in the project districts.

Specific

For Primary Care Services:

- Education concerning prevailing health problems and the methods of preventing and controlling them
- Promotion of safe food supply and proper nutrition
- An adequate supply of safe water and basic sanitation
- Maternal and child health care, including Family Planning.
- Immunization against major infectious diseases
- Prevention and control of locally endemic diseases.
- Appropriate treatment of common diseases and injuries
- Provision of essential drugs

For Secondary Care Services:

- The hospital provides promotive, preventive, curative, diagnostics, in patients, referral services and also specialist care. The hospital is supposed to provide basic and comprehensive emergency services.
- The hospital provides referral care to the patients including those referred by the Rural Health Centres, Basic Health Units, Lady Health Workers and other primary care facilities.

Fulfilling National and international commitments

It should be aligned with existing provincial obligations and national, international commitments of Sustainable Development Goals for Child Health (SDG 3), Maternal Health (SDG 3),TB, Malaria, HIV, Access to Medicines and contribution through inter-sectoral action to related areas of Poverty and Hunger, Gender Equality, and Environment Sustainability.

Package of Health Services

Preventive Services

Services/ Interventions	Components	Standard of care	Current Status Sindh	Minimum level of acceptance	Level of Care
Immunization	Measles, Diphtheria, Tetanus, Polio, Tuberculosis, Pertussis, Hepatitis-B, and Vitamin-A	Every child aged one year should be immunized against 7 diseases	Overall coverage 29%; 45% children are vaccinated against measles	At least 90% of all children aged one year should be immunized against 7 diseases and minimum of 80% mothers of child bearing age should receive 5 doses of TT or two doses during pregnancy	All levels of care
	Tetanus Toxoid Immunization	Every mother of child bearing age should receive 5 doses of TT or 2 doses of TT during Pregnancy	TT Coverage of CBA mothers 54%		
Major Micronutrient Deficiencies Prevention and management	Iron, Iodine, Vitamin A, Folic Acid and Vitamin D, Hepatitis-B, C, HIV/AIDS. .	All deficiency cases seen at any facility should be recorded, supplemented and followed All patients in reproductive age (especially high risk groups) should be appropriately examined for	Vitamin A deficiency among mothers 9.9% and among children under 5 years 3.0%, Iodine among mothers 21%, among school	Universal awareness campaigns on media Fortification of salt for Iodine, vegetable oils for Vitamins A & D, wheat for Iron and Folic Acid.All patients of reproductive age attending	At all levels of care

		STIs and RTIs and be treated according to WHO protocols of Syndromic Case Management Partners of all the diagnosed cases should be tracked and treated	age children 6.6%, Iron deficienc y among children less than 5 years 64% and mothers of less than 5 years children 45%,	health care facilities should be appropriately examined and treated	
Mental HealthFP Services	Identification, Diagnosis, Counseling, Treatment and rehabilitation particularly of cases of gender base violence, child abuse, drug abuse, anxiety, depression etc.FP counseling and services for females and males	Patients coming with mental health issues should be thoroughly assessed, counseled and/or referred to appropriate level of careAll eligible couples will be provided necessary information and services on FP	---------- -30%	Counseling services at all levels of care;Nearly two thirds of all eligible couples will be provided knowledge and information on Family Planning methods to make informed decisions regarding FP.	All levels of careAll levels of care (Surgical FP services will be available at RHC and above)
ScreeningMajo r Micronutrient Deficiencies	Based on local BOD, screening of the prevalent health problems like Hypertension, Diabetes, Anemia, Malnutrition, Obesity, vision etc.Iron, Iodine, Vitamin A, Folic Acid and Vitamin D	Screening of the vulnerable groups All deficiency cases seen at any facility should be recorded, supplemented and followed	---------- Vitamin A deficienc y among mothers 9.9% and among children under 5 years 3.0%, Iodine among mothers 21%,	All health facilities should carry out at least two camps in their respective areas. Universal awareness campaigns on media Fortification of salt for Iodine, vegetable oils for	At all levels of care At all levels of care

			among school age children 6.6%, Iron deficiency among children less than 5 years 64% and mothers of less than 5 years children 45%,	Vitamins A & D, wheat for Iron and Folic Acid.	
Outreach ServicesMental Health	PHC to community Home visits of LHVs for Health Education, ANC, postnatal care, nutritional advice, FP services and provision of newborn and early childhood care. Home visits of Midwife for ANC planned domiciliary. Natal care, Post Natal care, nutritional advice, FP services, and provision of newborn and early childhood care. Visit of WMO from RHC to BHU for Obstetrics, Gynaecology Problems and technical/clinical support to LHV Identification, Diagnosis, Counseling, Treatment and rehabilitation particularly of cases of gender base violence, child abuse, drug abuse, anxiety, depression etc.	LHVs should conduct 2 visits a week to provide MCH services at the door steps of the community Midwife should conduct 4 visits a week to provide MCH services at the door steps of the community WMO should spend 20% of her working hours for visits to BHUs (without WMOs) to provide consultation for Obstetrics, Gynaecology problems and technical/clinic	----------	At least 80% of women of child bearing age of the catchment area should be provided with these services. They will work in close liaison with LHWs Counseling services at all levels of care;	At all levels of care and community based All levels of care

		al support to LHVs Patients coming with mental health issues should be thoroughly assessed, counseled and/or referred to appropriate level of care			
Screening	SHC to PHC - Visits of the Consultants/SpecialistsBased on local BOD, screening of the prevalent health problems like Hypertension, Diabetes, Anemia, Malnutrition, Obesity, vision etc.	All Specialists from THQH should pay one visit every month at RHC to provide services to the population and capacity building of the medical staff. Screening of the vulnerable groups	---	At least Specialists of the essential specialties (Physician, Surgeon, Pediatrician and Gynecologist) should provide services at RHCAll health facilities should carry out at least two camps in their respective areas.	At all levels of care
ECCDOutreach Services	Nutrition, Health care, environmental safety, early childhood education and learning for growth, cognitive and psychological development (Health & Nutrition 0-2 years, Early Development Activities 3-4 years, Katchi class 5 years)PHC to community Home visits of LHVs for Health Education, ANC, postnatal care, nutritional advice, FP	Comprehensive and Integrated ECCD services must be available for all 0-5years of age LHVs should conduct 2 visits a week to provide MCH services at the door steps of the community		Defining ECCD Service Package, key actors/sectors for services provision and mechanism for collaboration Legislative framework for ECCD centres Guidelines for ECCD	Home, Day care centres, ECCD centres, SchoolsAt all levels of care and community based

	services and provision of newborn and early childhood care. Home visits of Midwife for ANC planned domiciliary. Natal care, Post Natal care, nutritional advice, FP services, and provision of newborn and early childhood care. Visit of WMO from RHC to BHU for Obstetrics, Gynaecology Problems and technical/clinical support to LHV	Midwife should conduct 4 visits a week to provide MCH services at the door steps of the community WMO should spend 20% of her working hours for visits to BHUs (without WMOs) to provide consultation for Obstetrics, Gynaecology problems and technical/clinic al support to LHVs		services (family care, Day care centre, ECCD centres and at school) Capacity building of ECCD services providers (LHWs, ECD worker/Centr e Class Teacher and School CouncilAt least 80% of women of child bearing age of the catchment area should be provided with these services. They will work in close liaison with LHWs	
	SHC to PHC - Visits of the Consultants/Specialists	All Specialists from THQH should pay one visit every month at RHC to provide services to the population and capacity building of the medical staff.		At least Specialists of the essential specialties (Physician, Surgeon, Pediatrician and Gynecologist) should provide services at RHC	
ECCD	Nutrition, Health care, environmental safety, early childhood education and learning for growth, cognitive	Comprehensive and Integrated ECCD services must		Defining ECCD Service Package, key actors/sector	Home, Day care centres, ECCD centres,

	and psychological development (Health & Nutrition 0-2 years, Early Development Activities 3-4 years, Katchi class 5 years)	be available for all 0-5years of age		s for services provision and mechanism for collaboration Legislative framework for ECCD centres Guidelines for ECCD services (family care, Day care centre, ECCD centres and at school) Capacity building of ECCD services providers (LHWs, ECD worker/Centre Class Teacher and School Council	Schools

Promotive Services

Services/ Intervention	Components	Standard of care	Current Status Sindh	Minimum level of acceptance	Level of Care/Service level
Health Education	Creation of awareness and demand for (I) Immunization (II) Pre. Natal and postnatal care (III) Family Planning (IV) Good Nutrition practices for all age groups especially children and mothers (V) Good Hygienic Practices (VI) Health Education regarding AIDS,	All healthcare providers should deliver health education messages to the patients through Inter Personal Communication (IPC), visual displays in the facility, and HE videos running on TVs in the out patients department		Regular national and local campaigns on media (print and electronic) for important health issues. A strong element of Behaviour Change Campaign to complement it.	All levels of Care

	STIs and communicable diseases (ARI and Diarrheal diseases, Malaria, TB, Hepatitis, Vaccines preventable diseases. High Maternal and Infant Mortality, Malnutrition, Skin diseases). (VII) Awareness and information regarding Safe water, prevention of Drug abuse, risk of needle sharing, prevention of injuries, burns, child abuse, gender based violence and improving health seeking behaviors by educating against ignorance and superstitions in health matters. development/adaptation of healthy life style behaviors e.g. no smoking, exercise etc.				

Curative Services

Services/ Intervention	Components	Standard of care	Current Status Sindh	Minimum level of acceptance	Level of Care/Service Level
Basic Emergency Services	Basic newborn resuscitation, Warmth (drying and skin-to-skin contact), Eye prophylaxis, Clean cord care	The facility should provide Basic Emergency Care		All facilities should have arrangements for basic Emergency.	
Comprehensive Emergency **Services**	All functions of basic Emergency and performance of surgery , blood	The Hospital should provide Comprehensive Emergency Services		The Hospital should have arrangements for comprehensive Emergency services.	

	transfusion, Incubator, Advanced resuscitation support and Pediatric Nursery				
Management of Sick child up to 5 years of age	ARI, Diarrhoeal diseases, Malaria, Measles, Ear & throat problems, Tetanus Neonatorum, Malnutrition, Anemia, childhood Tuberculosis and de-worming	Integrated Management of Childhood Illness (IMCI) approach recommended by WHO, UNICEF	----------		All levels of care
Medical Out Patient Services and In Patient Services	Basic Medical Care Specialist Medical Care	Routine medical care for communicable and non-communicable diseases will be available at all levels Specialist medical care will be available at hospitals			All levels of care
Surgical Out Patient services and In Patient services **Mortality review**	Basic surgical care Specialist Surgical Care All health facility deaths should be reviewed carefully	Basic surgical care will be available at all levels Specialist surgical care will be available at hospitals All health facility deaths should be reviewed by a designated team		At Hospital	All levels of care
Emergency Services	All emergencies, medical,surgical and others	24 hour emergency services free of cost will be provided		24 hour emergency services free of cost will be provided Should	At Hospitals

	Trauma Burns	All THQHs and all DHQHs should have Trauma Centres All DHQHs should have Burn Units		have Trauma Centre Should have isolation facility for burn patients	
Blood Transfusion Services	Blood grouping, Screening for HIV/AIDS, Hepatitis B, C and cross Matching	All THQHs and DHQHs should provide Blood Transfusion Services round the clock		All THQHs and DHQHs should provide Blood Transfusion Services	THQHs and DHQHs
Diagnostic Services	Basic Diagnostic	Urine Routine examination (RE), urine sugar, blood RE and malarial parasite		All the services mentioned in standard of care should be available at appropriate level of care	BHU
	Routine Diagnostic	Blood complete examination and Urine complete examination X-ray, Ultrasound			RHC and above
	Advanced Diagnostic	Basic, Routine and advanced tests e.g., Histopathology, Microbiology, biochemical profile, Lipid profile, Renal profile, Gastroscopy, Endoscopy and CT Scan			

Rehabilitative Services

Services/ Intervention	Components	Standard of care	Current Status	Minimum level of acceptance	Level of Care/Service

			Sindh		level
Non Invasive	a. Physiotherapy b. Psychiatric c. Psychological d. Social e. Nutritional f. Care of terminal ill patients (Palliative care) This includes provision of symptomatic care, correction of anemia, treatment of secondary infections, management and dispensing of palliative care medicine, pharmaco-vigilence and drug use monitoring	All patients requiring any type of rehabilitation should be provided at appropriate level of care		All patients requiring any type of rehabilitation should be provided at appropriate level of care	All levels of Care
Invasive	a. Surgical				Hospital

National/ Provincial Programmes

Services/ Intervention	Components	Standard of care	Current Status Sindh	Minimum level of acceptance	Level of Care/Service level
HIV/AIDS Prevention and Control	1.Information, Education, Communication (IEC) 2.Surveillance 3. Clinical Management 4. Counseling & Home Care 5. Safe Blood Transfusion 6. Management of STIs. 7. Post Exposure Prophylaxis (cases of	1.Prevalence of HIV/AIDS in general population must be kept less than 1 % and prevalence of 2.HIV/AIDS in all sub- population presumed to observe high-risk behaviours must be kept less than 5 %69 3. All exposed	-------	1. Behavior Change Communication (B CC) through Media (Electronic and Print) and Inter Personal Communication (IPC) 2. 100%screening of Blood and its products in public sector	All levels of care

	rape. accidental prick etc)	cases should get prophylaxis within specified /stipulated time (preferably within 48-72 hours)70		3. 80% of the HIV positive should have CD4 lymphocyte count done and all those who have count less than 200/micro-liter71 be given anti-viral therapy and supportive treatment 4. All HIV positive should be provided counseling 5. Syndromic management of STIs patients	
National Tuberculosis (TB) Control Programme/ TB DOTS Strategy	1. Identification, diagnosis 2. Treatment 3. Prevention and control of TB	1. All those who have cough for more than 3 weeks or cough more than 2 weeks with blood in sputum/other associated symptoms suggestive of TB must be investigated for TB as per DOTS protocol 2. All (100%) those who have been diagnosed be treated as per DOTS Strategy	--------	1. Case detection Rate 70% 2. DOTS treatment success rate 85% 3. Default rate less than 5% 4. Sputum conversion rate more than 90%	All levels of care
Malaria Control	1. Early diagnosis and prompt treatment 2. Prevention of Malaria by reducing vector density in high malarious/ hyper endemic	1.Keeping malaria well under control (Prevalence less than 3/1000) by following the principles of RBM strategy so that	-------	1. All fever cases should have blood slides for Malarial Parasite (MP) or MP by Rapid Test Kit. 2. All positive for MP should receive radical treatment for	All levels of care

	areas by selective spray and other preventive measures 3. Strengthening Surveillance 4. Health communication 5. Partnership building 6. Epidemic preparedness and Malaria research	it does not become a public health problem		malaria and education regarding personal protection measures outside and within house against mosquitoes. 3. Media campaigns regarding protective measures especially during high transmission season	
National Programme for the FP & PHC	1. Provision of PHC and FP services 2. Community organization 3. Maintaining family register, Birth Records, Family Planning register. 4. Growth monitoring. 5.Support for Immunization and other health promotional activities	1. Provision of PHC and FP services through LHWs to all rural population and population of urban slums as per programme standards.	--------	1. Population coverage 80% (Rural 100% and Urban 30%)	Community
Prime Minister's Programme for Prevention and Control of Hepatitis	1. Surveillance 2. Establishment of safe Blood Transfusion services 3. Establishment of practices of safe injections 4. Prevention and control of Hepatitis A and E viral infections	1. Ensuring the provision of services as per programme's components	-------	1. Behavior Change Communication (BCC) through Media (Electronic and Print) regular campaigns and Inter Personal Communication (IPC) 2. 100% screening of Blood and its products in public	1. All levels of care 2.Investigation and treatment facilities for Hepatitis B, C at DHQHs

	5. Behavior Change Communication 6. Capacity building 7. Vaccination for high risk population 8. Diagnosis, treatment and counseling for Hepatitis B,C 9. Programme management and Technical Assistance, Operational Research 10. Infectious waste management 11. Continued enhancement & strengthening of Programme			sector 3. Ensuring (100%) use of disposable syringes in all public health facilities 4. Vaccination for Hepatitis B of all high risk groups attending public sector facilities. 5. Vaccination for Hepatitis B of all health care providers. 6.All public sector facilities should ensure the implementation of programme guidelines regarding segregation, collection and disposal of infectious hospital waste 7. Diagnostic and treatment facilities (Sentinel Sites) to the public for Viral Hepatitis Infections should be provided at all DHQHs	
School Health Services/ Programme	1. Screening of the school children for eyesight, speech, hearing impairment, skin diseases, anemia, epilepsy, de-worming congenital	1. All school going children should have one comprehensive health examination at school entry then every four yearly		1. School Health Services72 in all the public sector schools	Community /Schools

	defects and dental hygiene. 2. Treatment, referral and follow up 3. Educating children about preventable diseases, importance of nutrition, healthy lifestyle behaviours and other public health issues. 4.Exercise and recreation 5. Community awareness through Medical Officer and school children. 6. Sanitation and Hygiene education. 7. Maintaining record of all above activities	and annually medical examination by health care providers. 3. Routine inspection by trained school teachers			
National Programme for Prevention and Control of Blindness	1. Programme priority areas: Cataract, Trachoma, Childhood Blindness, Corneal diseases, Glaucoma, Refractive errors. Diabetes and age related macular degeneration 2. Human Resource Development 3. Effective management and advocacy 4. Research and	1. Every citizen of province especially children and above 45 years of age should have a thorough eye/vision check up by a trained personnel 2. Those found to have any eye problem should receive treatment and follow up at appropriate level of care	--------	1.Capacity building and trainings for eye health of all cadres (at all levels) right from community out reach workers to District Ophthalmologists 2. Up gradation of eye departments of all THQHs and DHQHs 3. Eye health awareness campaigns at all levels	All levels of care

	public private partnership 5. Continuous Medical education			3. Free eye camps; at least two per annum at each BHU level 4. Eye health as integral part of school health programmes for public sector 5. Developing effective partnership with private sector especially general practitioners in matters of eye health	

Milestones:
The milestones shall be specific for the health facility and services. The milestones will be calculated/ measured annually for the duration of contract for the health facility or service/s.

Duration of Contract and Geographical Spread of Services:
Duration: Five to Ten years
Geographic Spread of services: In accordance with the Physical Standards of the facilities, The Service Standards have already been defined in the tables above.
Physical Standards:

Physical Standards for The Children Hospital North Karachi

Children Hospital
Building: A standard lay out for the building is available. Main building comprises hospital and residential blocks. Hospital block with a covered area 1, 37,000 sq. ft23 consists of OPD rooms for Specialists, doctors, and rooms for LHVs, a room for health education, waiting area, dispensary, laboratory, operation theatre and wards for inpatients, operation theatres, emergency, blood bank, administration block, stock room and a generator room. Residential block comprises residences for doctors, paramedic and support staff. Nursing school and nursing hostel are also part of the setup. Approach Road, Boundary wall and basic amenities of living, which include water supply, sewerage facility, electricity, telephone and gas provision.

Equipments
Standard lists of equipments (bearing code and updated standard specifications)

Institutional Arrangement **and Reporting Requirements**

The details of the institutional arrangement and reporting requirements shall be dealt at the stage of the agreement. However the Project Director (PD) shall be the lead of the health department at provincial level. At the district level District Health Officer shall be designate officer of the PD to undertake the assigned tasks of reporting from the parties and monitoring and inspection of the facilities or services.

Section 7. Contract Agreement

Form of Contract

SERVICES AND MANAGEMENT AGREEMENT UNDER PUBLIC PRIVATE PARTNERSHIP ACT 2010

DATED AS OF DECEMBER _____, 2016

AT: KARACHI, PAKISTAN

BETWEEN

HEALTH DEPARTMENT
GOVERNMENT OF SINDH
(As **Authority**)

AND

M/S. [PARTNER PARTY],
(As **Manager**)

(THIS DRAFT IS NOT A CONTRACT AND NOR IS AN OFFER FROM ANY PARTY TO ENTER INTO A CONTRACT)

SERVICES AND MANAGEMENT AGREEMENT

THIS AGREEMENT is made at Karachi on this the _____day of _____, 2014 (the "**Signing Date**");

BETWEEN:

(1) **THE GOVERNOR OF SINDH**, acting through the SECRETARY, HEALTH DEPARTMENT, GOVERNMENT OF SINDH, having its principal office at _____, Karachi, Pakistan (hereinafter referred to as the **"Authority"**, which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns), of the one part;

AND

(2) **M/S. [PRIVATE PARTY]**, a company incorporated under the laws of Pakistan, having its registered office at _____, Karachi, Pakistan (hereinafter referred to as the **"Manager"**, 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** and the **Manager** shall collectively be referred to as the "**Parties**" and individually as the "**Party**").

WHEREAS:

(1) The Authority, through the Public Private Partnership Node at Health Department assisted by the Public Private Partnership (PPP) Unit, Finance Department, Government of Sindh, desires to improve the quality of health sector in the Sindh province in alignment with the requirements of the modern times. 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 the general population of the province;

(2) Through its Request for Proposal dated February 7, 2014 (the "**Request for Proposal**" or "**RFP**"), the Authority has prescribed the technical, financial and commercial terms and conditions and invited bids for the management, operation, maintenance and transfer of the Govt. Hospital (the "**Project**");

(3) The selected bidder has since promoted and incorporated a special purpose vehicle, a private company limited by shares under the laws of Pakistan, which shall undertake and perform the obligations and exercise the rights of the selected bidder under this Agreement:

(4) For this Purpose, the Authority has agreed to enter into this Agreement with the [Private Party], 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:

1. DEFINITIONS & INTERPRETATION

1.1. DEFINITIONS

1.1.1. 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:

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

"Authority" shall have the meaning attributed thereto in the array of Parties hereinabove;

"Board" shall have the meaning attributed thereto in section 4.1;

"District Health Information System" or **"DHIS"** means the system that gathers and collates information from different health care levels, including primary and secondary. It provides baseline data for district planning, implementation & monitoring on major indicators of disease patterns, preventive services and physical resources. This refers to a provincially standardized system of data collections, analysis and feedback.

"District Health Office" means the district health office in the [**] district of Sindh;

"Essential Package of Health Services" or "EPHS" means the essential package of health services, which is the standardized health service package for primary health care and secondary care facilities.

"EPI" means the Extended Programme on Immunization, which is being run to immunize children against childhood diseases.

"Govt. Hospital" means the [Name of the hospital] government hospital, in the [**] district of Sindh, which is being transferred to the Manger for the management of the same under this Agreement;

"Health Department" means the health department, government of Sindh;

"HMIS" means **Health Management Information System;**

"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;

"**Manager**" shall have the meaning attributed thereto in the array of Parties hereinabove;

"**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;

"**Minimum Service Delivery Package**" **or** "**MSDP**" means minimum level of services; patients and service user have a right to expect. MSDP include minimum package of services, standards of care and mandatory requirement/ system specifications that must be complied and are vital to ensure delivery of the services;

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

"**Primary-care Facilities**" mean dispensaries, MCH centers, basic health units and rural health centers.

"**Secondary-care Facilities**" mean tehsil headquarter (THQ) hospital and district headquarter (DHQ) hospital.

"**Staff**" shall mean the personnel on governmental payrolls including doctors, paramedics and other ancillary staff.

2. EFFECTIVENESS, COMMENCEMENT AND DURATION

2.1 EFFECTIVENESS OF THIS AGREEMENT

2.1.1 This Agreement shall come into force and become effective from the complete unencumbered physical and managerial handing over of the facility.

2.2 DURATION OF THIS AGREEMENT

2.2.1 This Agreement shall be for duration of five (05) years (the **Grant Period**) from the Signing Date subject to a renewal based on the performance of the Manager as determined by the Authority.

2.3 CONDITIONS PRECEDENT

2.3.1 The Manager shall satisfy or procure the satisfaction of the Conditions Precedent as soon as reasonably possible and in any event within sixty (60) days of Signing Date.

2.3.2 The conditions precedent to be satisfied by the Manager prior to the disbursement of the funds are as follows:

(a) submitting to the Authority certified true copies of all resolutions adopted by the board of directors of the Manager authorizing execution, delivery and performance of this Agreement;

(b) The Manager shall carry out an initial assessment of the quality and availability of medical facilities through determining the doctors and ancillary staffs abilities mutually agreed among the Parties and the results shall be conveyed to the Authority;

(c) The Manager shall carry out a preliminary survey of the infrastructure, equipment, inventory, training aids, tools, furniture, and the results shall be conveyed to the Authority;

3. GRANT OF MANAGEMENT CONTRACT, GRANT 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 Grant Period, to develop, operate, maintain and implement the assignment and to exercise and enjoy the rights, powers, benefits, privileges, authorizations and entitlements as set forth in this Agreement.

4. OBLIGATIONS OF THE AUTHORITY

4.1. The Authority hereby agrees and undertakes that:

(a) The Authority has already provided a list of all buildings, equipment, supplies, furniture, fixtures, inventory and staff of the Govt. Hospital which shall be transferred with all rights and control, pertaining to the use and management of the same to the Manager within thirty (30) days of the Signing Date;

(b) The Authority shall continue to release the annual single-line grant budget allocated to the Govt after performance satisfaction report by PPP Node at Heath Department. Hospital in accordance with governmental procedures, as these stood as on the Signing Date;

(c) The Authority shall continue to pay salaries and other emoluments of all Staff, appointed and posted at the Govt. Hospital, as these stood as on the Signing Date;

(d) The salaries of Staff and their benefits will be disbursed in accordance with governmental procedures and all the staff posted in the Govt. Hospital would continue to be civil servants and entitled to regular service benefits as permissible under law;

(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 Signing Date;

(f) The Authority may support and finance for any expansion of services, procurement of the necessary equipment or the rehabilitation of infrastructure of the Govt. Hospital;

(g) The Authority shall provide to the Manager, the latest district wise demographic profile of the Sindh provide needed for the calculation of the performance indicators;

(h) The Authority shall facilitate and guide the Manager in processing, implementation and analysis of District Health Information System reports;

(i) The Authority shall continue to provide EPI and tuberculosis (TB) dots facilities, standard HMIS / DHIS material, health education material and supplies related with all preventive / vertical programs in the same manner and quantity as supplied to other districts.

(j) The Authority shall monitor and inspect the performance of the Manager against the Key Performance Indicators as set out in [Schedule – A] of this Agreement.

5. OBLIGATIONS OF THE MANAGER

5.1. The Manager hereby agrees and undertakes that:

(a) The Manager shall takeover the rights and control of all buildings, equipment, supplies, furniture, fixtures, inventory and Staff of the Govt. Hospital, pertaining to the use and management of the same, subject to the terms and conditions of this Agreement;

(b) The Manager shall be responsible for the delivery of, including but not limited to, the following:

(i) Preliminary survey of the infrastructure, equipment, inventory, training aids, tools, furniture, for preparing the required interventions, which may include refurbishing, refurnishing, up grading and/or procuring the required materials for transforming the Govt. Hospital into a state of the art medical center;

(ii) Initial assessment of the quality and availability of medical facilities through determining the doctors and ancillary staffs abilities for preparing the required interventions which may include training of doctors and/or other ancillary staff, hiring of additional doctors and/or other ancillary staff subject to terms and conditions of this Agreement;

(iii) The Manager shall provide technical and/or other trainings to the

existing Staff including doctors and/or other ancillary staff at the Govt. Hospital, if needed, as examined during the initial assessment;

(iv) The Manager shall ensure capacity building of the existing Staff, including but not limited to, vaccinators and other ancillary staff and shall also extend this facility to other employees of Authority, as mutually decided by the Parties.

(c) The Manager shall ensure the implementation of MSDP and EPHS at the Govt. Hospital, which shall be checked by the Authority against the Key Performance Indicators, as set out in [Schedule – A] of this Agreement;

(d) The Manager shall comply with the existing national and provincial technical guidelines, like Extended Programme on Immunization (EPI), or any other related national and provincial technical guidelines as developed during the term of this Agreement;

(e) The Manager shall be responsible for the transparent procurement of essential drugs (including the provincial health department's essential drug list) and supplies, of acceptable quality from reputable suppliers;

(f) The Manager shall be responsible for the availability of essential medicines and shall inform and facilitate the concerned officers to get the medicines tested from public drug testing laboratory to assess the quality of drugs. Besides, the Manager may, if it deems appropriate, get the medicines tested from any other reputed laboratory;

(g) The Manager shall be responsible for the cost of utilities and due maintenance of equipment, furniture and buildings of the Govt. Hospital at acceptable and satisfactory standards during the term of this Agreement;

(h) The Manager shall be responsible for all government taxes, duties and levies including local government tax during the term of this Agreement;

(i) The Manager shall ensure that the land and/or building and/or any other area of the Govt. Hospital transferred to the Manager under this Agreement shall solely be used for medical and health-care purposes that may include Primary-care Facilities and Secondary-care Facilities, or any other additional services, as determined by the Board from time to time;

(j) The Manager shall use the logo of the Authority along with its own logo in all official publications including but not limited to signboards, letter head and official cards, and in any course of events organized in connection with the assignment under this Agreement;

(k) The Manager shall place signboard with logo of the Authority at the Govt. Hospital for visibility of the assignment under this Agreement;

(l) The Manager shall make the best possible use of the services of the Staff at the

Govt. Hospital, subject to the terms and conditions of their appointment, for the optimum delivery of the education services;

(m) The Manager shall provide to the Authority, Health Department and the District Health Office, a quarterly progress report in relation to the services performed by the Manager including the expenses incurred by the same;

(n) The Manager shall obtain at least 80% (eighty percent) score on the Key Performance Indicators as given in **SCHEDULE A**, to get a "pass" score on the evaluation of the performance, to be conducted every quarter of the year, under this Agreement. If the Manager fails to achieve the "pass" score for consecutive three (3) times, the PPP Node at Health Department shall recommend action against the Manager that the Authority shall implement.

(o) The Manager shall maintain a record of financial transactions and accounts in such manner as is expected of a corporate body;

(p) The Manager shall maintain an inventory register for all capital items procured or purchased under this Agreement;

(q) The Manager shall not assign rights or delegate obligations to any other party under this Agreement, without prior written consent of the Authority.

6. REPRESENTATIONS AND WARRANTIES

6.1. Representations and Warranties of the Manager

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

(a) it is a company 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 in the Province of Sindh;

(c) it has taken all necessary corporate and other actions under applicable laws to authorise 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 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;

6.2. Representations and Warranties of the Authority

6.2.1. The Authority represents and warrants to the Manager:

(a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out it 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 good and valid right, title and interest in the Govt. Hospital to grant the management of the Govt. Hospital to the Manager.

6.3. Disclosure

6.3.1. 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.

7. STATUS OF STAFF & EMPLOYMENT

7.1. During the term of this Agreement, all staff posted and appointed at the Govt. Hospital shall retain their current employment status and shall continue to be governed by the terms and conditions of employment as determined by the Authority as these stood as on the Signing Date. The supervisory controls in all appropriate and logical dimensions shall be exercised by the Manager during the term of this Agreement.

7.2. The Manager may engage any additional staff including doctors, paramedics or any other ancillary staff, in accordance with the criteria as set out in [Schedule – B] by the Authority, to work at the Govt. Hospital 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.

7.3. The Manager shall be authorized to offer such additional benefits, advantages or perquisites as it deems justified in the context of functions assigned and performance demanded of the existing Staff. These benefits or prerequisite shall, however, be in the nature of an agreement between the Manager and the relevant Staff and shall not have any rights and claims against the Authority.

7.4. In case the Staff refuses or fails to carry out the services as contemplated under this Agreement, the Manager may surrender such staff back to the Authority, by way of specifying the specific misconduct and the lack of competency etc., as the case may be.

7.5. The services of all Staff posted or appointed at the Govt. Hospital or assigned to it on the Signing Date shall be made available to the Manager for performance of functions and duties on the same terms and conditions of their employment.

7.6. Any government staff at the Govt. Hospital or otherwise allocated to the Manager under this Agreement, found guilty of misconduct, acts of commission and omission, non-cooperation with the administration of the Manager shall be reported to the Authority for such actions. The Authority may initiate a prompt action against such staff and may remove such staff from the Govt. Hospital, and post them somewhere else.

7.7. If the Authority transfers any staff from the Govt. Hospital, pursuant to section 8.6 above, it shall arrange for a substitute of the same grade and rank for the vacant post within the period, not exceeding 6 weeks, failing which, the salary of the vacant post shall be transferred to the manager_____;

7.8. Only the designated officers as identified by PPP Node at Health Department and notified by the Authority shall have the right to visit the Govt. Hospital at mutually agreed time and the Manager shall facilitate such visits and shall take due notice of any action on the written observations made during their visits, under intimation to the Authority.

7.9. Only the designated officers and/or auditors as identified by PPP Node at Health Department and notified by the Authority shall have the right to inspect any and/or all academic and financial records, oral or written, of Govt. Hospital at mutually agreed time and the Manager shall facilitate such inspections and shall take due notice of any action on the written observations made during their inspection visits, under intimation to the Authority.

8. FINANCE & AUDIT

8.1. The Manager shall be provided by the Authority, a copy of the annual single-line grant dedicated for the Govt. Hospital for the year before to indicate the specific provisions made available for each purpose to which a line item relates. The funds shall, however, be provided to the Manager as a single line grant-in-aid which the Manager shall be free to utilize as it deems most appropriate for the best delivery of the services under this Agreement.

8.2. The Manager shall carry out the services under this Agreement in accordance with the approved budget and the Authority shall not compensate for expenses beyond those approved in the budget.

8.3. The Manager 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 term of this Agreement.

8.4. The Authority shall not release the budget for the following year if at least eighty (80%) percent of the budget allocated in the preceding year has not been utilized by the Manager during that year.

8.5. The Manager shall open and maintain a separate profit/loss bearing bank account to be operated by the Board for the purpose of this Agreement and any profits earned on this account shall be treated as income.

8.6. The account of the management operations in respect of the Govt. Hospital shall be audited by an independent auditing firm, appointed by the PPP Node at Health Department and the Manager, annually and a copy thereof shall be provided to the Authority within thirty (30) days of the approval of accounts.

8.7. In the event of any savings at the end of financial year, the unspent amount shall remain with the Manager for further investments in the Govt. Hospital in the best interest of the Govt. Hospital, during the term of this Agreement.

8.8. In the event of any savings at the end of the term of this Agreement, the unspent amount shall promptly be reported to the Authority.

8.9. Any or all income generated under this Agreement shall be invested in the Govt. Hospital in the development and best interests of the hospital.

8.10. The Manager shall not charge any fee or remuneration for the performance of obligations under this Agreement.

9. DISPUTE RESOLUTION

9.1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) 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.

9.2. 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.

10. ARBITRATION

10.1. 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 be borne by either of the Party or both the Parties as assessed by the arbitrator. To encourage reasonableness in disputes, which are primarily monetary, the arbitrator shall use swing arbitration i.e., both parties will state their most reasonable offer and the arbitrator shall accept only one. To discourage frivolous referrals, the Arbitrator can assess costs against the party he rules against.

(d) The venue of such 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.

11. TERMINATION

11.1. In the event of any delay or failure to perform under this Agreement for reasons beyond the reasonable control of the Manager or the Manager could not have prevented or overcome such event by exercise of due diligence, the Manager shall issue a notice to the Authority pertaining to termination of this Agreement, provided that the preparatory period of three (3) months shall be provided before termination.

11.2. If at any stage the Authority feels that owing to the Manager circumstances beyond its control and/or non-observance of the terms of this Agreement, it is not possible for it to continue the assignment; it may after reasonable and appropriate notice to the Authority, discontinue the management assignment; provided again that it must provide a preparatory period of three (3) months.

11.3. If at any stage, the object of this Agreement is not being adequately achieved based on the assessment of the Authority, the Authority may terminate this Agreement prematurely after issuing a notice to the Manager, with response time of maximum 6 weeks. . Moreover, reasonable period, for preparatory purposes, shall be allowed before premature termination of this Agreement, which under all circumstances shall not be less than three (3) months subsequent to the decision on show cause and evidence of non-performance. The termination under all events shall not be during any academic session.

11.4. The Authority upon the termination of this Agreement shall receive all the buildings, equipment, supplies, furniture, inventory and staff of the Govt. Hospital back from the Manager.

12. MISCELLANEOUS

12.1. ENTIRE AGREEMENT

12.1.1. 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.

12.2. NOTICES

12.3. 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:
Attention:
Address
Tel:
Fax:
Email:

12.4. Any notice or communication by a Party to the other Party, given in accordance herewith, 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.

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

12.6. GOVERNING LAW

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

SIGNATURE PAGE

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

AS GOS

For and on behalf of **GOVERNMENT OF SINDH** through **SECRETARY, HEALTH DEPARTMENT** its authorized signatory

SIGNATURE

.....

Name: ..

Designation:

SIGNATURE

Name:

Designation:

.....

in the presence of: ..

signature of witnesses

SIGNATURE

1- Name:
Address:
NIC No: .....
..

2- Name:
Address
NIC No:

.....
...

AS MANAGER

For and on behalf of **[PRIVATE PARTY]** through its authorized signatory

SIGNATURE

.....

Name:
Designation:

SIGNATURE

in the presence of:
signature of witnesses

.....

1- Name:
Address:
NIC No:

.....

2- Name:
Address
NIC No:

[SCHEDULE – A I]

REPORTING FORMAT (DHIS/ HMIS/ REPORT BY IN-CHARGE)

S. No.	Name of Indicators	Means of Verification	Frequency of Reporting
1	Average Daily OPD Attendance	DHIS/ HMIS	Monthly
2	Percentage of age and Gender wise Utilization of OPD (New cases only)	DHIS/ HMIS	Monthly
3	Percentage of referred cases attended at the Facility OPD	DHIS/ HMIS	Monthly
4	Percentage of Follow up OPD Cases	DHIS/ HMIS	Monthly
5	Average daily emergency service Utilization	DHIS/ HMIS	Monthly
6	Average daily specialty wise OPD Utilization	DHIS/ HMIS	Monthly
7	Per Capita OPD Attendance	Report by In charge	Monthly
8	Percentage of Lab Services Utilization (OPD)	DHIS/ HMIS	Monthly
9	Percentage of Lab Services Utilization (Indoor)	DHIS/ HMIS	Monthly
10	Percentage of X -Ray Service Utilization (OPD)	DHIS/ HMIS	Monthly
11	Percentage of X -Ray Service Utilization (Indoor)	DHIS/ HMIS	Monthly
12	Monthly Bed Occupancy Rate (BOR)	DHIS/ HMIS	Monthly
13	Average Length of Stay (ALOS)	DHIS/ HMIS	Monthly
14	Percentage of Hospital Death Among Admitted Patients	DHIS/ HMIS/ Case Report by In Charge	Monthly
15	Percentage of Left Against Medical Advise (LAMA)	DHIS/ HMIS/ Case Report by In Charge	Monthly
16	Annual per capita Hospital Admission Rate	DHIS/ HMIS Report by In charge	Monthly
17	Percentage of Full Immunization Coverage	DHIS/ HMIS	Monthly
18	Measles coverage	DHIS/ HMIS	Monthly
19	Percentage of TT2 coverage	DHIS/ HMIS	Monthly
20	Couple Years of Protection (CYP) Delivered	DHIS/ HMIS	Monthly
21	Percentage of Antenatal Care (ANC) Coverage	DHIS/ HMIS	Monthly
22	Average Number of ANC Attendances	DHIS/ HMIS	Monthly
23	Prevalence of Anemia among first ANC attendance	DHIS/ HMIS	Monthly
24	Percentage of Postnatal Care (PNC)	DHIS/ HMIS	Monthly

	Coverage		
25	Percentage of Delivery Coverage at Health Facility	DHIS/ HMIS	Monthly
26	Percentage of LHW Pregnancy Registration	DHIS/ HMIS	Monthly
27	Maternal Deaths reported by LHWs	DHIS/ HMIS	Monthly
28	Annual OPD case Load Profile	DHIS/ HMIS	Monthly
29	Annual top 5 communicable and top 5 non-communicable diseases at OPD	DHIS/ HMIS	Annually
30	Annual IPD case Load Profile	DHIS/ HMIS	Annually
31	Annual top 5 communicable and top 5 non-communicable diseases at IPD	DHIS/ HMIS	Annually
32	Percentage of OPD Diarrheal Cases (under 05 Children)	DHIS/ HMIS	Monthly
33	Percentage of Diarrheal Fatality Among Under 05 Children admitted for Diarrhea	DHIS/ HMIS	Monthly
34	Percentage of OPD Pneumonia Cases (under 05 Children)	DHIS/ HMIS	Monthly
35	Percentage of Pneumonia Fatality Among Under-05 Children admitted with Pneumonia	DHIS/ HMIS	Monthly
36	OPD Malaria Cases Per 1000 Population	DHIS/ HMIS	Annually
37	Malaria Case Admissions per 1000 Population	DHIS/ HMIS	6- Monthly
38	Percentage of Malaria Fatality among Admitted Malaria Cases	DHIS/ HMIS	Monthly
39	Percentage of Malaria Slide Positively	DHIS/ HMIS	Monthly
40	Percentage of Plasmodium Falciparum Slide Positively	DHIS/ HMIS	Monthly
41	TB Suspected Identification rate per 1000 Population	DHIS/ HMIS	Monthly
42	Proportion of TB-DOTS Intensive Phase Patients missing for <1 week	DHIS/ HMIS	Monthly
43	OPD Suspected Measles Cases	DHIS/ HMIS	Monthly
44	Neonatal tetanus cases admitted	DHIS/ HMIS	Monthly
45	Percentage of OPD Malnourished Children < 5 Years	DHIS/ HMIS	Monthly
46	Percentage of Low Birth Weight (LBW) (Facility-based)	DHIS/ HMIS	Monthly
47	Expected Obstetric Complication Admitted	DHIS/ HMIS	Monthly
48	Expected Caesarean section performed.	DHIS/ HMIS	Monthly
49	Percentage of Fatality among Admitted Obstetric Complication Cases	DHIS/ HMIS	Monthly
50	Percentage of Newborn Case Fatality in Health Facility	DHIS/ HMIS	Monthly
51	Percentage of Still Birth among all births	DHIS/ HMIS	Monthly

	taking place in the facility		
52	Percentage of STI Cases among OPD cases	DHIS/ HMIS	Monthly
53	Percentage of Hepatitis B+VE (among patients screened for Hepatitis)	DHIS/ HMIS	Monthly
54	Percentage of Hepatitis C+VE (among patients screened for Hepatitis)	DHIS/ HMIS	Monthly
55	Budget Release	DHIS/ HMIS	Monthly
56	Total Unspent budget for each Head/line item	DHIS/ HMIS	Monthly
57	Total Unspent budget	DHIS/ HMIS	Monthly
58	Per capita non-salary budget allocation	DHIS/ HMIS	Monthly
59	Stock out of tracer drugs / supplies	DHIS/ HMIS	Monthly
60	Proportion of Staff position filled by category	DHIS/ HMIS	Monthly
61	Proportion of Staff position	DHIS/ HMIS	Monthly
62	Proportion of Specialist Staff position filled	DHIS/ HMIS	Monthly
63	Proportion of Staff position filled of General Medical Doctors	DHIS/ HMIS	Monthly
64	Proportion of Staff position filled of Paramedical Staff	DHIS/ HMIS	Monthly
68	Facility waste disposal	DHIS/ HMIS	Monthly
69	Emergency Obstetric Care	DHIS/ HMIS	Monthly
70	Blood Bank Screening facilities	DHIS/ HMIS	Monthly
72	DHIS/ HMIS Reporting Compliance	Report by In Charge	Monthly
73	DHIS/ HMIS Reporting timelines	Report by In Charge	Monthly
74	DHIS/ HMIS Reporting completeness	Report by In Charge	Monthly
75	DHIS/ HMIS Reporting accuracy	Report by In Charge	Monthly

[SCHEDULE – A II]

KEY PERFORMANCE INDICATORS

The Manager shall obtain at least 80% (eighty percent) out of the total 100% (hundred percent) on the Key Performance Indicators, to get a "pass" score on the evaluation of the performance under this Agreement.

(Total KPIs: 15, Total Score: 75)

[illegible] PERFORMANCE DOMAINS/SUB DOMAINS/KPIS			
[illegible] DOMAIN: [illegible] & MANAGEMENT	WEIGHT	15	
1.1 SUBDOMAIN: HUMAN RESOURCE	WEIGHT	5	
1.1.1 KPI: FILLED POSTS INDEX	DEFINITION	PERCENTAGE OF ESSENTIAL POSTS FILLED SANCTIONED POSTS	
	DATA CAPTURE POINT	ONLINE HMIS	
	DATA ENTRY METHOD	AUTOMATIC (DATA WILL BE AUTOMATICALLY RETRIEVED FROM ONLINE HMIS)	
	INTERVAL	MONTHLY	
	DATA TYPE	PERCENTAGE VALUE	
	CRITERIA / FORMULA	COMPOSITE INDEX CALCULATED FROM ESSENTIAL POST FILLED AGAINSTCRITERIA OF SANCTIONED POSTS IN SECONDARY HOSPITALS (SEE IN ANNEX 1.1.1 FOR DETAILED WEIGHTS, CRITERIA AND CALCULATION FORMULA)	
	PERFORMANCE RANGE	THQ	UPPER LIMIT = 90, LOWER LIMIT = 50
		DHQ	UPPER LIMIT = 90, LOWER

			LIMIT = 50
	SCORING FORMULA	PERFORMANCE >= UPPER LIMIT → SCORE = 5 PERFORMANCE <= LOWER LIMIT → SCORE = 0 OTHERWISE → SCORE = ((PERFORMANCE – LOWER LIMIT)/(UPPER LIMIT – LOWER LIMIT)) X 5	
	WEIGHT	5	
1.2 SUBDOMAIN: FINANCIAL MANAGEMENT	**WEIGHT**	**5**	
1.2.1 KPI: BUDGET CONSUMPTION	DEFINITION	PERCENTAGE OF ACTUAL EXPENDITURE AGAINST SELECTED BUDGET ITEMS	
	DATA CAPTURE POINT	ONLINE **HMIS**	
	DATA ENTRY METHOD	AUTOMATIC (DATA WILL BE AUTOMATICALLY RETRIEVED FROM ONLINE **HMIS**)	
	INTERVAL	ANNUALLY	
	DATA TYPE	PERCENTAGE VALUE	
	CRITERIA / FORMULA	NUMERATOR: TOTAL EXPENDITURE DURING FISCAL YEAR DENOMINATOR: TOTAL RELEASED BUDGET DURING FISCAL YEAR	
	PERFORMANCE RANGE	HOSPITAL	UPPER LIMIT = 90, LOWER LIMIT = 50
	SCORING FORMULA	PERFORMANCE >= UPPER LIMIT → SCORE = 5 PERFORMANCE <= LOWER LIMIT → SCORE = 0 OTHERWISE → SCORE = ((PERFORMANCE – LOWER LIMIT)/(UPPER LIMIT – LOWER LIMIT)) X 5	

	WEIGHT	5	
1.3 SUBDOMAIN: **MEDICINES/SUPPLIES**	**WEIGHT**	**5**	
1.3.1 KPI: **DRUG AVAILABILITY INDEX**	DEFINITION	COMPOSITE INDEX: PERCENTAGE OF ESSENTIAL MEDICINES/SUPPLIES AVAILABLE IN HOSPITAL	
	DATA CAPTURE POINT	ONLINE **HMIS**	
	DATA ENTRY METHOD	AUTOMATIC (DATA WILL BE AUTOMATICALLY RETRIEVED FROM ONLINE **HMIS**)	
	INTERVAL	MONTHLY	
	DATA TYPE	PERCENTAGE VALUE	
	CRITERIA / FORMULA	NUMERATOR: NO OF MEDICINE/VACCINE NOT STOCK OUT THIS MONTH DENOMINATOR: 27 (ESSENTIAL MEDICINE STOCK OUT IN **HMIS**) (SEE IN ANNEX - 1.3.1 FOR LIST OF ESSENTIAL MEDICINE)	
	PERFORMANCE RANGE	THQ	UPPER LIMIT = 100, LOWER LIMIT = 80
		DHQ	UPPER LIMIT = 100, LOWER LIMIT = 80
	SCORING FORMULA	PERFORMANCE >= UPPER LIMIT → SCORE = 5 PERFORMANCE <= LOWER LIMIT → SCORE = 0 OTHERWISE → SCORE = ((PERFORMANCE – LOWER LIMIT)/(UPPER LIMIT – LOWER LIMIT)) X 5	
	WEIGHT	5	
[illegible]	[illegible]	[illegible]	

2.1 SUBDOMAIN: MIS	**WEIGHT**	**10**
2.1.1 KPI: **REPORTING COMPLIANCE**	DEFINITION	TIMELY SUBMISSION OF DHIS MONTHLY REPORT.
	DATA CAPTURE POINT	ONLINE HMIS
	DATA ENTRY METHOD	AUTOMATIC (DATA WILL BE AUTOMATICALLY RETRIEVED FROM ONLINE DHIS)
	INTERVAL	MONTHLY
	DATA TYPE	YES / NO
	CRITERIA / FORMULA	REPORT SUBMITTED WITHIN DUE SUBMISSION DATE. YES = 1, NO = 0
	PERFORMANCE RANGE	UPPER LIMIT = 1, LOWER LIMIT = 0
	SCORING FORMULA	PERFORMANCE = 1 → SCORE = 10 PERFORMANCE = 0 → SCORE = 0
	WEIGHT	5
2.1.2 KPI: **DATA QUALITY PERCENTAGE (LQAS)**	DEFINITION	PERCENTAGE OF MONTHLY REPORTS WITH CONSISTENCY IN REPORTED VS ACTUAL DATA OF HMIS.
	DATA CAPTURE POINT	ONLINE HMIS
	DATA ENTRY METHOD	AUTOMATIC (DATA WILL BE AUTOMATICALLY RETRIEVED FROM ONLINE HMIS)
	INTERVAL	MONTHLY
	DATA TYPE	PERCENTAGE VALUE
	CRITERIA / FORMULA	PERCENTAGE CALCULATED THROUGH LQAS METHOD
	PERFORMANCE RANGE	THQ | UPPER LIMIT = 95, LOWER LIMIT = 80

		DHQ	UPPER LIMIT = 95, LOWER LIMIT = 80
	SCORING FORMULA	PERFORMANCE >= UPPER LIMIT → SCORE = 5 PERFORMANCE <= LOWER LIMIT → SCORE = 0 OTHERWISE → SCORE = ((PERFORMANCE – LOWER LIMIT)/(UPPER LIMIT – LOWER LIMIT)) X 5	
	WEIGHT	5	
3.0 DOMAIN: HOSPITAL MANAGEMENT & SERVICES	**WEIGHT**	**50**	
3.1 SUBDOMAIN: **SERVICE QUALITY**	**WEIGHT**	**5**	
3.1.1 KPI: **CLINICAL AUDIT OF HOSPITAL**	DEFINITION	CLINICAL AUDIT OF HOSPITAL IS PERFORMED AND REPORTED	
	DATA CAPTURE POINT	DHO OFFICE RECORD	
	DATA ENTRY METHOD	CAPTURING SHEET (DATA WILL BE ENTERED FROM CAPTURING SHEET)	
	INTERVAL	ANNUALLY	
	DATA TYPE	YES / NO	
	CRITERIA / FORMULA	YES=1, NO=0	
	PERFORMANCE RANGE	UPPER LIMIT = YES, LOWER LIMIT = NO	
	SCORING FORMULA	PERFORMANCE = 1 → SCORE = 5 PERFORMANCE = 0 → SCORE = 0	
	WEIGHT	5	
3.2 SUBDOMAIN: **SERVICE DELIVERY**	**WEIGHT**	**45**	
3.2.1 KPI: **HEALTH FACILITY UTILIZATION**	DEFINITION	AVERAGE DAILY OPD ATTENDANCE (NEW + FOLLOW UP CASES OF ALL	

RATE (AVERAGE DAILY OPD)		OPDS)	
	DATA CAPTURE POINT	ONLINE HMIS	
	DATA ENTRY METHOD	AUTOMATIC (DATA WILL BE AUTOMATICALLY RETRIEVED FROM ONLINE HMIS)	
	INTERVAL	MONTHLY	
	DATA TYPE	AVERAGE (AVERAGE DAILY OPD)	
	CRITERIA / FORMULA	NUMERATOR: NUMBER OF TOTAL OPD NEW CASES + FOLLOW UP CASES DENOMINATOR: NO OF WORKING DAYS OF MONTH	
	PERFORMANCE RANGE	THQ	UPPER LIMIT = 500, LOWER LIMIT = 150
		DHQ	UPPER LIMIT = 800, LOWER LIMIT = 200
	SCORING FORMULA	PERFORMANCE >= UPPER LIMIT → SCORE = 5 PERFORMANCE <= LOWER LIMIT → SCORE = 0 OTHERWISE → SCORE = ((PERFORMANCE – LOWER LIMIT)/(UPPER LIMIT – LOWER LIMIT)) X 5	
	WEIGHT	5	
3.2.2 KPI: BED OCCUPANCY RATE	DEFINITION	PERCENTAGE OF AVERAGE DAILY BED OCCUPIED IN HOSPITAL DURING MONTH	
	DATA CAPTURE POINT	ONLINE HMIS	
	DATA ENTRY METHOD	AUTOMATIC (DATA WILL BE AUTOMATICALLY RETRIEVED FROM	

			ONLINE HMIS)
	INTERVAL		MONTHLY
	DATA TYPE		PERCENTAGE VALUE
	CRITERIA / FORMULA		NUMERATOR: TOTAL DAILY PATIENT BED COUNT (ADMITTED PATIENTS MALE+FEMALE) DENOMINATOR: NUMBER OF ALLOCATED HOSPITAL BEDS X NUMBER OF DAYS IN MONTH MINIMUM ALLOCATED BEDS (THQ = 20, DHQ = 100)
	PERFORMANCE RANGE	THQ	UPPER LIMIT = 70, LOWER LIMIT = 40
		DHQ	UPPER LIMIT = 80, LOWER LIMIT = 50
	SCORING FORMULA		PERFORMANCE >= UPPER LIMIT → SCORE = 5 PERFORMANCE <= LOWER LIMIT → SCORE = 0 OTHERWISE → SCORE = ((PERFORMANCE – LOWER LIMIT)/(UPPER LIMIT – LOWER LIMIT)) X 5
	WEIGHT		5
3.2.3 KPI: AVERAGE LENGTH OF PATIENT STAY	DEFINITION		AVERAGE LENGTH OF PATIENT STAY
	DATA CAPTURE POINT		ONLINE HMIS
	DATA ENTRY METHOD		AUTOMATIC (DATA WILL BE AUTOMATICALLY RETRIEVED FROM ONLINE HMIS)
	INTERVAL		MONTHLY
	DATA TYPE		NUMBER (NO OF DAYS)
	CRITERIA /		NUMERATOR: TOTAL

	FORMULA	ADMITTED PATIENT DAYS DENOMINATOR: NO OF PATIENT EXITS (DISCHARGED, LAMA, REFERRED AND DIED)	
	PERFORMANCE RANGE	THQ	UPPER LIMIT = 3, LOWER LIMIT = 1
		DHQ	UPPER LIMIT = 5, LOWER LIMIT = 1
	SCORING FORMULA	PERFORMANCE >= UPPER LIMIT → SCORE = 5 PERFORMANCE <= LOWER LIMIT → SCORE = 0 OTHERWISE → SCORE = ((PERFORMANCE – LOWER LIMIT)/(UPPER LIMIT – LOWER LIMIT)) X 5	
	WEIGHT	5	
3.2.4 KPI: EMONC SERVICE STATUS	DEFINITION	MAINTAINING THE STATUS OF COMPREHENSIVE EMONC SERVICE PROVIDER AS PER DEFINITION.	
	DATA CAPTURE POINT	ONLINE HMIS	
	DATA ENTRY METHOD	AUTOMATIC (DATA WILL BE AUTOMATICALLY RETRIEVED FROM ONLINE HMIS)	
	INTERVAL	QUARTERLY	
	DATA TYPE	YES / NO	
	CRITERIA / FORMULA	YES =1, NO=0	
	PERFORMANCE RANGE	UPPER LIMIT = YES, LOWER LIMIT = NO	
	SCORING FORMULA	PERFORMANCE = 1 → SCORE = 5 PERFORMANCE = 0 → SCORE = 0	

	WEIGHT	5	
3.2.5 KPI: INSTITUTIONAL DELIVERIES (ALL)	DEFINITION	TOTALNUMBER INSTITUTIONAL DELIVERIES OF ALL TYPES CONDUCTED IN HOSPITAL	
	DATA CAPTURE POINT	ONLINE HMIS	
	DATA ENTRY METHOD	AUTOMATIC (DATA WILL BE AUTOMATICALLY RETRIEVED FROM ONLINE HMIS)	
	INTERVAL	MONTHLY	
	DATA TYPE	NUMBER	
	CRITERIA / FORMULA	NUMERATOR: NUMBER OF NORMAL/ASSISTED DELIVERIES + C-SECTIONS	
	PERFORMANCE RANGE	THQ	UPPER LIMIT = 40, LOWER LIMIT = 15
		DHQ	UPPER LIMIT = 100, LOWER LIMIT = 30
	SCORING FORMULA	PERFORMANCE >= UPPER LIMIT → SCORE = 5 PERFORMANCE <= LOWER LIMIT → SCORE = 0 OTHERWISE → SCORE = ((PERFORMANCE – LOWER LIMIT)/(UPPER LIMIT – LOWER LIMIT)) X 5	
	WEIGHT	5	
3.2.6 KPI: INSTITUTIONAL DELIVERIES (C SECTION)	DEFINITION	% OF C-SECTION OUT OF TOTAL DELIVERIES CONDUCTED IN HOSPITAL	
	DATA CAPTURE POINT	ONLINE HMIS	
	DATA ENTRY	AUTOMATIC (DATA WILL BE AUTOMATICALLY	

	METHOD	RETRIEVED FROM ONLINE HMIS)	
	INTERVAL	MONTHLY	
	DATA TYPE	PERCENTAGE VALUE	
	CRITERIA / FORMULA	NUMERATOR: TOTAL NUMBER OF C-SECTION DELIVERIES CONDUCTED HOSPITAL DENOMINATOR: TOTAL NUMBER OF DELIVERIES OF ALL TYPES (NORMAL + FORCEPS + C-SECTIONS) CONDUCTED HOSPITAL	
	PERFORMANCE RANGE	THQ	UPPER LIMIT = 15, LOWER LIMIT = 5
		DHQ	UPPER LIMIT = 15, LOWER LIMIT = 5
	SCORING FORMULA	PERFORMANCE >= UPPER LIMIT → SCORE = 5 PERFORMANCE <= LOWER LIMIT → SCORE = 0 OTHERWISE → SCORE = ((PERFORMANCE – LOWER LIMIT)/(UPPER LIMIT – LOWER LIMIT)) X 5	
	WEIGHT	5	
3.2.7 KPI: **SURGICAL PROCEDURES**	DEFINITION	NUMBER OF SURGICAL PROCEDURES PERFORMED: • GYNAE • GENERAL SURGERY • EYE/ENT • ACCIDENTS/TRAUMA • OTHERS	
	DATA CAPTURE POINT	ONLINE HMIS	
	DATA ENTRY	AUTOMATIC (DATA WILL BE	

	METHOD	AUTOMATICALLY RETRIEVED FROM ONLINE HMIS)	
	INTERVAL	MONTHLY	
	DATA TYPE	NUMBER	
	CRITERIA / FORMULA	NUMERATOR: NUMBER OF SURGERIES PERFORMEDIN HEALTH FACILITY	
	PERFORMANCE RANGE	THQ	UPPER LIMIT = 40, LOWER LIMIT = 10
		DHQ	UPPER LIMIT = 100, LOWER LIMIT = 40
	SCORING FORMULA	PERFORMANCE >= UPPER LIMIT → SCORE = 5 PERFORMANCE <= LOWER LIMIT → SCORE = 0 OTHERWISE → SCORE = ((PERFORMANCE – LOWER LIMIT)/(UPPER LIMIT – LOWER LIMIT)) X 5	
	WEIGHT	5	
3.2.8 KPI: EMERGENCY SERVICES PROVIDED	DEFINITION	NUMBER OF EMERGENCY SERVICES PROVIDED (ROUND THE CLOCK)	
	DATA CAPTURE POINT	ONLINE HMIS	
	DATA ENTRY METHOD	AUTOMATIC (DATA WILL BE AUTOMATICALLY RETRIEVED FROM ONLINE HMIS)	
	INTERVAL	MONTHLY	
	INFORMATION TYPE	NUMBER	
	CRITERIA / FORMULA	NUMERATOR: NO OF EMERGENCIES SEEN	
	PERFORMANCE RANGE	THQ	UPPER LIMIT = 40, LOWER LIMIT = 10

		DHQ	UPPER LIMIT = 100, LOWER LIMIT = 40
	SCORING FORMULA	PERFORMANCE >= UPPER LIMIT → SCORE = 5 PERFORMANCE <= LOWER LIMIT → SCORE = 0 OTHERWISE → SCORE = ((PERFORMANCE - LOWER LIMIT)/(UPPER LIMIT – LOWER LIMIT)) X 5	
	WEIGHT	5	
3.3 SUBDOMAIN: **EMERGENCY TRANSPORT**	**WEIGHT**	**5**	
3.3.1 KPI: **CASES TRANSPORTED ON AMBULANCE FOR REFERRAL**	DEFINITION	FUNCTIONAL STATUS OF AMBULANCE WITH PATIENT LOAD (PATIENT REFERRED PER FUNCTIONAL AMBULANCE)	
	DATA CAPTURE POINT	LOGBOOK OF HEALTH FACILITIES	
	DATA ENTRY METHOD	CAPTURING SHEET (DATA WILL BE ENTERED FROM CAPTURING SHEET)	
	INTERVAL	QUARTERLY	
	DATA TYPE	PER CAPTA (PATIENT REFERRED PER FUNCTIONAL AMBULANCE)	
	CRITERIA / FORMULA	NUMERATOR: NO OF CASES TRANSPORTED ON AMBULANCE DENOMINATOR : TOTAL NO OF FUNCTIONAL AMBULANCES	
	PERFORMANCE RANGE	THQ	UPPER LIMIT = 30, LOWER LIMIT = 15
		DHQ	UPPER LIMIT = 30, LOWER LIMIT = 15
	SCORING	PERFORMANCE >= UPPER LIMIT → SCORE	

	FORMULA	= 5 PERFORMANCE <= LOWER LIMIT → SCORE = 0 OTHERWISE → SCORE = ((PERFORMANCE - LOWER LIMIT)/(UPPER LIMIT – LOWER LIMIT)) X 5
	WEIGHT	5
	DISCUSSION	

ANNEX – 1.4.1 DRUG AVAILABILITY INDEX

MEDICINE / VACCINE LIST AVAILABLE IN DHIS FOR STOCK OUT REPORTING	DRUG LIST: (18 ESSENTIAL MEDICINES AND 9 VACCINE FOR ALL HF TYPE INCLUDED IN HMIS)	
	ESSENTIAL MEDICINE LIST (FROM HMIS)	VACCINE LIST (FROM HMIS)
	CAP. AMOXICILLIN SYP. AMOXICILLIN TAB. CONTRIMOXAZOLE SYP. COTRIMOXAZOLE TAB. METRONIDAZOLE SYP. METRONIDAZOLE INJ. AMPICILLIN TAB. DICLOFENAC SYP. PARACETAMOL INJ. DICLOFENAC TAB. CHLOROQUIN SYP. SALBUTAMOL SYP. ANTIHELMINTHIC I/V INFUSIONS INJ. DEXAMETHASONE TAB. IRON / FOLIC ACID ORS ORAL PILLS (COC)	BCG VACCINE PENTAVALENT VACCINE POLIO VACCINE HEPTATITIS-B VACCINE MEASLES VACCINE TETANUS TOXIOD ANTI RABIES VACCINE ANTI SNAKE VENOM VACCINE SYRINGES
FORMULA	DRUG AVAILABILITY INDEX = (SUM OF AVAILABILITY OF ALL 27 MEDICINE/ VACCINE IN	

	ALL HOSPITAL) / 27

[SCHEDULE – B]

CRITERIA FOR HIRING ADDITIONAL STAFF INCLUDING DOCTORS, PARAMEDICS OR ANY OTHER ANCILLARY STAFF BY THE PRIVATE PARTY

[SCHEDULE – C] - Integrity Pact

GOVERNMENT OF SINDH

Declaration of Fees, Commissions and Brokerage etc Payable by the Suppliers of Goods, Services & Works

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

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

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

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

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