

REQUEST FOR PROPOSALS (RFP)
CONTRACTING OUT OF DISTRICT HEADQUARTER HOSPITAL
OF SHIKARPUR
VOLUME 1: INSTRUCTIONS TO BIDDERS



Health Department
Government of Sindh



Public Private Partnership Unit
Finance Department
Government of Sindh

CONTRACTING OUT OF DISTRICT HEADQUARTER HOSPITAL OF SHIKARPUR
REQUEST FOR PROPOSAL

REFERENCE: CONTRACTING OUT OF DISTRICT HEADQUARTER (DHQ) HOSPITAL OF SHIKARPUR

Dear Bidder,

The Health Department Government of Sindh ("GoS"), hereby invites Bids from potential partners to establish performance based Public Private Partnership for 'The Civil Hospital' at Shikarpur with the objective of improving service delivery through 10 years management contract.

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

Bidders must provide information indicating that they are qualified to perform the services as per the requirements of this RFP. A Bidder will be selected under procedures set out in this RFP and in accordance with the procurement procedures laid down under Sindh Public Procurement Act, 2009 and the Rules thereto (as amended from time to time), which can be found at the following website: www.sppra.gov.pk

In order for a Proposal to be evaluated by the Technical and Financial Evaluation Committee, the Bidders must meet all of the eligibility requirements stated herein.

The key tentative dates (as may be extended by GoS in its discretion) in this stage of the selection process are as follows:

Hoisting / Issuance Date of RFP on PPP Unit's and SPPRA's website	T
Pre-Bid Conference	T + 10
Submission of Proposal (the Proposal Deadline) and Opening of Proposals	T+30
Preferred Bidder	T+45
Management Contract signing (the Signing Date)	T+ 70
Contract Period	
Contract Period	10 years
Anticipated expiry of Management Contract & handover of facilities to GoS	December 01, 2026

Each Bidder shall submit only one Bid which shall include one original Technical Proposal and one original financial proposal and two (2) hard copies of each, with one soft copy (on CD/USB) and shall submit other supporting documents and forms, as identified in this RFP, no later than **11:00 a.m. PST** by the Proposal Deadline as per the guidelines given in the Data Sheet.

We would like to thank the Bidders for their interest in this important Project. Moreover we would like to request them to evaluate themselves under the Basic Eligibility Criteria as ineligibility with the same would make to proposal non-compliant.

All Bids must be submitted, as per the instructions provided in this RFP, to:

CONTRACTING OUT OF DISTRICT HEADQUARTER HOSPITAL OF SHIKARPUR
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ATTENTION : **ADDITIONAL SECRETARY (TECHNICAL)**
HEALTH DEPARTMENT, GOVERNMENT OF SINDH

ADDRESS : 6th Floor, Building No. 1, Kamal Atta-turk road, Sindh Secretariat, Karachi

TELEPHONE : 021-99 222 566
021-99 222 012

IMPORTANT NOTICE / DISCLAIMER

This RFP is provided to the recipient solely for use in preparing and submitting its Proposal for participation in the competitive bidding process for Contracting-out of DHQ Hospital of Shikarpur in PPP mode for a term of the Contract Period. This RFP is being issued by the Health Department, Government of Sindh, with the assistance of PPP Unit, Finance Department, Government of Sindh, solely for use by prospective Bidders in considering the Project. *Unless expressly specified otherwise, all capitalized terms used herein shall bear the meaning ascribed thereto in the Glossary of this Request for Proposals/RFP.*

The evaluation criteria were determined by the TFEC with the technical assistance of Health Department and PPP Unit. The Bids will be evaluated by the TFEC constituted in accordance with the applicable laws. None of the above entities (including, *inter alia*, the Health Department, Government of Sindh, the PPP Unit, Finance Department, Government of Sindh and the TFEC) nor, in each case, their employees, personnel, agents, consultants, advisors and contractors etc., make any representation (expressed or implied) as to the accuracy or completeness of the information contained herein, or in any other document made available to any person in connection with the tender process for the Project and the same shall have no liability for this RFP or for any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of the Project. Neither these entities nor their employees, personnel, agents, consultants, advisors and contractors etc., will be liable in any manner whatsoever to reimburse or compensate the recipient for any costs, fees, damages or expenses incurred by the recipient in evaluating or acting upon this RFP or otherwise in connection with the Project.

Any Proposal submitted in response to this RFP by any of the Bidders shall be upon the full understanding and agreement of any and all terms of this RFP and such submission shall be deemed as an acceptance to all the terms and conditions stated in this RFP.

Any Proposal to this RFP submitted by a Bidder shall be construed based on the understanding that the Bidder has done a complete and careful examination of this RFP and has verified all the information received from the GoS (including from its employees, personnel, agents, consultants, advisors and contractors etc.).

Any Proposal/ response to this RFP submitted by a Bidder shall be construed based on the understanding that the Bidder acknowledges that prior to the submission of the Proposal in response to this RFP, the Bidder has, after a complete and careful examination, made an independent evaluation of this RFP, scope of the Project, the Project Requirements, the Applicable Standards, the Project site, existing structures, local conditions, physical qualities of ground, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations under the Management Contract. The GoS (including its employees, personnel, agents etc.) makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Bidders shall have no claim whatsoever against the GoS in this regard.

This RFP does not constitute a solicitation to invest, or otherwise participate, in the Project, neither shall it constitute a guarantee on the part of the GoS that a Contract will be awarded.

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GLOSSARY

TERM	MEANING
Activities	All activities of the Private Partner and/or any of its representatives, agents, employees, affiliates, suppliers, contractors, or sub-contractors in the course of performing the Private Partner's obligations under the Management Contract.
Anticipated Expiry Date	The date on which the Contract period and all rights, titles, interests and benefits related thereto will expire, the same being the date falling on the 10 th yearly anniversary of the Effective Date.
Applicable Standards	The standards, requirements, criterion and timelines (as applicable) set out in relation to the Services, the Project and its implementation, as defined in the Draft Management Contract.
Bid(s)	Any and all proposals and bids submitted by the Bidders as a response to this RFP or the Revised RFP, that are prepared and submitted in accordance with this RFP or Revised RFP and are in compliance of the same.
Bidder	Any entity, enterprise or consortium that submits bid in response to this RFP.
Bidder's Collaborator	The Bidder, a Member or Participant of the Bidder, any of their respective authorized officers, directors, managers, employees, supervisors, sub-contractors, consultants, advisors, representatives, agents, successors, and respective assigns, the Lenders and the Bidder's Key Individuals.
Bid Price	The Management Fee for the Contract Period quoted by the Bidder in its Financial Bid.
Bid Security	The security deposit that a Bidder must provide, <u>either in the form of a pay order or financial guarantee</u> issued by a scheduled commercial bank operating in Pakistan acceptable to the GoS (with a minimum rating of 'AA-' by JCR VIS or an equivalent rating by PACRA), in form and substance as attached hereto as Appendix C and in the amounts and conditions specified in Section 3.2 (<i>Bid Security</i>).
Commencement Date	Has the meaning ascribed thereto in the Draft Management Contract.
Compliant Proposal	Any Proposal submitted by a Bidder that: <ul style="list-style-type: none"> (i) meets the eligibility requirements specified in this RFP; (ii) in the reasonable opinion of the TFEC, meets or surpasses all of the

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	<p>mandatory requirements for a Proposal specified in this RFP;</p> <p>(iii) meets the requirements of this RFP sufficiently and in such a manner that the Proposal would be considered to be complete, competitive, and submitted in good faith by a Bidder who intends to fulfil all the requirements of this RFP;</p>
Contract Period	<p>The period commencing from the Effective Date and ending on the date falling on the earlier of:</p> <p>(i) 10 years following the Effective Date; or</p> <p>(ii) termination of the Management Contract.</p>
Conflict of Interest	Has the meaning ascribed thereto in Section 1.12 (<i>Conflict</i>).
Consortium	A Bidder comprised of a group of two or more enterprises (not more than three enterprises) formed to submit a Bid and, if applicable, to carry out the services for the Contract Period.
Consortium Power of Attorney	The power of attorney, to be signed by all the members of the Consortium appointing the Lead Member of the Consortium as the authorized representative of the Consortium, in the form attached as APPENDIX D to Volume 1 of this RFP.
Consultation and Selection Process / Competitive Selection Process	A process that includes this RFP; consultation with Bidders; attendance at Pre-Bid Conferences; receipt and consideration of comments from Bidders, evaluation of Proposals submitted in response to this RFP and/or revised RFP; the selection of a Preferred Bidder; preparation, negotiation, acceptance, or rejection of any proposal; amendment, cancellation, interruption, or termination of the RFP or the revised RFP; and execution of the Management Contract.
Data Sheet	Has the meaning ascribed thereto in Section 1.1.5 .
DHQ	District Head Quarter
Draft Management Contract	Volume 2 of this RFP, titled as the “DRAFT MANAGEMENT CONTRACT.”
Effective Date	The date on which the DHQ Hospital Shikarpur is handed over to the Private Partner;
Effective Package of Health Services	Means the essential package of health services, which is the standardized health service package for primary health care and secondary care facilities

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TERM	MEANING
Financial Bid	The financial proposal submitted by the Bidder as part of its Bid that meets the requirements of Appendix B .
Government of Sindh / GoS	Government of Sindh.
HMIS	Health Management Information System
Independent Auditor	Has the meaning ascribed thereto in the Draft Management Contract.
Independent Expert	Has the meaning ascribed thereto in the Draft Management Contract.
Integrity Pact	The instrument entitled ‘Integrity Pact’ as attached to this RFP as Appendix H , duly signed by the GoS and the Bidder.
Key Individual	An individual who holds one of the following positions for a Bidder: <ul style="list-style-type: none"> • Project Director; • Medical Director; • Operations Manager; • Manager Finance & Accounts
Lead Member	Any member of the Consortium that leads the Consortium throughout the Project and liaises between the GoS and the Consortium, as appointed pursuant to the Consortium Power of Attorney and the Joint Bidding of Agreement.
Letter of Award / LOA	Has the meaning ascribed to it in Section 1.6.7
Management Contract	The agreement entitled “Management Contract” to be entered into between the GoS and the Private Partner that sets forth the detailed terms and conditions for the grant of the Management Contract and contains, among other things, the scope of the services to be provided by the Private Partner and its obligations; the end of term requirements and other terms.
Management Fee	Means the service charges claim for the entire Contract Period by the Bidder payable in equitable portion year-wise.

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TERM	MEANING
Non-Disclosure Agreement	An agreement to be executed by the Bidder / Lead Member of the Consortium, in form as attached as Appendix G of this RFP.
Notice of Selection of the Preferred Bidder	The GoS's notice sent to each Bidder, in terms of Revised RFP, following the selection of the Preferred Bidder.
O&M	The operations and maintenance of the Project.
Performance Security	The first demand irrevocable and unconditional guarantee, issued by a scheduled bank in Pakistan (with a minimum credit rating of at least 'AA-' as rated by JCR VIS or an equivalent rating by PACRA) acceptable to the GoS, in the form of a demand guarantee or a standby letter of credit, guaranteeing the payment to the GoS of an amount equal to two percent (2%) of the Bid Price.
PPP	Public Private Partnership.
PPP Unit	The Public Private Partnership Unit of the Finance Department of the GoS.
Pre-Bid Conferences	The conferences relating to the queries raised and clarifications sought by the prospective Bidders that are to be held on: 17 th October 2016 at 11:00 am in the Committee Room of Health Department, 6 th Floor, Building No. 1, Sindh Secretariat, Karachi
Preferred Bidder	The Bidder who submits Compliant Proposal and is Qualified Bidder pursuant to this RFP
Preferred Bidder's Collaborator	The Preferred Bidder, a Member or Participant of the Preferred Bidder, any of their respective authorized officers, directors, managers, employees, supervisors, sub-contractors, consultants, advisors, representatives, agents, successors, and respective assigns, the Lenders and the Preferred Bidder's Key Individuals.
Preferred Proposals	Has the meaning ascribed to the term in Section 1.6.6
Private Partner	Means: <ul style="list-style-type: none"> the entity, enterprise or the Consortium that, further to this RFP and the final selection process, is declared the Preferred Bidder and issued the LOA for, <i>inter alia</i>, for the purposes of entering into the Management Contract with the

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TERM	MEANING
	GoS;
Project	contracting-out of DHQ Hospital at Shikarpur;
Proposal/ Bid	A proposal/bid submitted by a Bidder in response to this RFP and containing both technical and financial proposals.
Proposal Deadline	The deadline for the Bidders to submit their Proposals as given in the Data Sheet
Qualified Bidder	A Bidder which secures more than or equal to 70 marks in Technical Proposal.
RFP / Request for Proposals	<p>This Request for Proposals and all volumes, appendices, and addenda thereto, including:</p> <ul style="list-style-type: none"> • Volume1 – Instructions to Bidders • Volume 2 – Draft Management Contract
Security Deposit	Security Deposit means Bid Security
SPPRA Rules	The Sindh Public Procurement Rules of 2010 (as amended from time to time).
Technical and Financial Evaluation Committee / TFEC	The technical and financial evaluation committee formed by the GoS in accordance with the SPPRA rules for the purpose of opening, analysing, evaluating the Proposals and recommending preferred bidder to competent authority.
Technical Proposal	A proposal/ bid submitted by a Bidder in response to this RFP which contains the Bidders technical proposal for the Project.
Technical Specifications	All of the features and requirements relating to the Project, as specified in the Draft Management Contract and the RFP.
Termination Date	Has the meaning ascribed thereto in Section 4.1.2.
TOR	Has the meaning ascribed thereto in Section 1.1.6.

1. INFORMATION FOR BIDDERS

1.1 INTRODUCTION

- 1.1.1 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.
- 1.1.2 In this regard, the Health Department, Government of Sindh intends to evolve performance based Public Private Partnership (PPP) for Civil (DHQ) Hospital Shikarpur in collaboration with the private sector towards the overall objective of improving health service delivery visibly in the province. This PPP is initially envisaged to be medium term (10 years). This is visualized to be primarily Management Contract on the basis of a mutually agreed Health Service Package (HSP) for Civil (DHQ) Hospital Shikarpur. The Assets under these contracts will strictly remain that of the Government of Sindh.
- 1.1.3 The Health Department, Government of Sindh 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 Civil (DHQ) Shikarpur 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.
- 1.1.4 This RFP is being issued by Health Department, Government of Sindh, with the assistance of PPP Unit, Finance Department, Government of Sindh, as a part of the Competitive Selection Process to invite the Bidders to submit Proposals with the intent to enter into the Management Contract for the Project. Further details on the scope of work can be found in this RFP.
- 1.1.5 The recipients of this RFP are hereby invited to submit a technical proposal in respect of the services required for the Project given in **Section 2** (the **Data Sheet**).
- 1.1.6 A brief description of the Project and its objectives are given in the Data Sheet. Details are provided in **Section 4** (*Terms of Reference*) (the **TOR**).
- 1.1.7 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for the Project and any other matter considered relevant by them. All costs related to the visits to the Project site shall be borne by the Bidders and, regardless of the Bid and Competitive Selection Process outcome, the GoS shall not be liable in any manner for any costs incurred as a result of such visit(s).
- 1.1.8 The Bidders will be given the opportunity to discuss their queries related to the Draft Management Contract and Technical Specifications in the Pre-Bid Conferences, as specified in the Data Sheet provided however, no substantial change in the technical parameters would be considered.

- 1.1.9 The Bidders, as a response to this RFP will prepare their Proposals, which shall contain their technical proposal and financial proposal for the Project.
- 1.1.10 While the information set out, or referred to, or included by reference in this RFP, has been prepared and included, GoS gives no representation whatsoever that it is comprehensive or that it has been independently verified.
- 1.1.11 GoS does not make any representation or warranty express or implied as to the accuracy or completeness of such information, or any information on which this RFP is based, or any other background or reference information or documents prepared and made available to Bidders, and any liability related to such information is hereby expressly disclaimed.
- 1.1.12 Bidders will make an independent assessment of the accuracy and completeness of such information and will have no claim whatsoever against GoS with respect to such information.
- 1.1.13 Any Proposal submitted in response to this RFP is submitted upon a full understanding and agreement of terms related to **Section 1.1(Introduction)** of this RFP and, therefore, the submission of Bids in response to this RFP would be deemed as acceptance to the said terms.

1.2 AWARD OF CONTRACT

- 1.2.1 Through the Competitive Selection Process, one of the Bidders will be selected to become the Preferred Bidder who will then be offered the LOA, which shall subsequently enter into the Management Contract (as the Private Partner) for the purposes of the Project.
- 1.2.2 Proposals from the Bidders will be evaluated on the basis of the criteria specified in **Section 2.6 (Evaluation Criteria)**. The GoS intends to select such Bidder as the Preferred Bidder that, *inter alia*, submits a Compliant Proposal and is a Qualified Bidder with the lowest Management Fee required by a Bidder for implementing the Project.

1.3 STRUCTURE OF THE RFP

- 1.3.1 This RFP contains the following two volumes and their respective appendices and schedules:
 - a. VOLUME 1: INSTRUCTIONS TO BIDDERS; and
 - b. VOLUME 2: DRAFT MANAGEMENT CONTRACT.

1.4 NO OBLIGATION TO SELECT OR PROCEED

- 1.4.1 Notwithstanding any other section in this RFP, by submission of a Proposal by a Bidder, such Bidder and each firm, corporation or individual member of the same acknowledges and agrees that:
 - a. the GoS may, at its sole discretion, refuse to consider and completely withdraw from the Consultation and Selection Process; or decide to terminate the entire bidding process without assigning any reason whatsoever; or decide to proceed with the Project under a new procurement process (including any new PPP procurement process); or decide to proceed with the Project in some manner other than as a PPP; or reject any Proposal that, in the sole opinion of the GoS, is incomplete or irregular, contains exceptions or deviations that are unacceptable to the GoS, or contains false or misleading statements, claims, or information, or omits any material information that must be submitted under this RFP by a Bidder or a Bidder's Collaborator, or for any other reason whatsoever;

- b. the GoS is not obliged to accept the Proposal if it is not a Compliant Proposal and that the GoS's decision with respect to the compliance or non-compliance of a Proposal is final and binding and that the GoS is in no way obliged to consult the Bidder in making its decisions; and
- c. any Proposal submitted in response to this RFP is submitted upon a full understanding and agreement of terms related to aforementioned points (a)&(b)above and therefore the submission of Proposal in response to this RFP would be deemed as an acceptance to the aforesaid terms.

1.5 COSTS AND EXPENSES INCURRED BY THE BIDDERS

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

1.6 DOCUMENTS

- 1.6.1 Bidders must prepare and submit their Proposals in full compliance with the requirements of this RFP together with the submission of the documents, forms and instruments required for submission by this RFP.
- 1.6.2 Bidders requiring any clarification regarding the RFP and/or any documents / forms and instruments to be submitted pursuant to the same must notify the GoS, in writing, not later than two (2) Business Days prior to the respective Pre-Bid Conference relating to the RFP matters. Any request for clarification in writing, or by email, shall be sent to the GoS's address indicated in the Data Sheet. The GoS shall respond in writing or by email to such requests and copies of the response shall be sent to all invited Bidders.
- 1.6.3 At any time before the submission of Proposals, the GoS may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify any of the documents listed in the Data Sheet by amendment. The amendment shall be hoisted on the website of Health Department, PPP Unit and SPPRA in the same manner as initially published and addendum will be published in the newspapers the same shall be binding on them. The GoS may, at its sole discretion, extend the deadline for the submission of Proposals.
- 1.6.4 Each Bidder (and in case the Bidder is a Consortium, the Lead Member) shall nominate a representative with whom the GoS should liaise and shall provide such representative's details including designation and all relevant contact details. Legal documentation (e.g. power of attorney, board resolutions and other legally binding authorization) for appointment of the authorized representative of the Bidder (and in case the Bidder is a Consortium, the Lead Member) shall be provided with the technical Proposal.

1.6.5 SUBMISSION OF THE PROPOSALS

- 1.6.5.1 Each Bidder shall submit only one Bid, which includes one original Technical Proposal and one original financial proposal and two (2) hard copies of each, with one soft copy on CD/USB of each, as indicated in **Section 2.1.8** of the Data Sheet.

Each Proposal shall be in a separate envelope indicating the Proposal as original or copy clearly marked as "ORIGINAL" and "COPY", as appropriate. The technical proposal shall be placed in a sealed envelope clearly marked as "TECHNICAL PROPOSAL" and the financial proposal in the sealed envelope clearly marked as

“FINANCIAL PROPOSAL”. The two envelopes, in turn, shall be sealed in an outer envelope bearing the address and information indicated in the Data Sheet. The envelope shall be clearly marked: “DO NOT OPEN, EXCEPT IN PRESENCE OF THE TECHNICAL AND FINANCIAL EVALUATION COMMITTEE”. Any Bidder who submits or participates in more than one Bid will be disqualified.

- 1.6.5.2 The original and each copy of the technical and financial proposals shall be prepared in indelible ink and shall be signed by the authorized representative of the Bidders. The representative’s authorization shall be confirmed by a written power of attorney accompanying the Proposals. All pages of the technical proposals shall be initialled by the Bidder’s authorized representative and be page numbered. In case of any discrepancy between the original and the copies of the Proposal, the original shall prevail.
- 1.6.5.3 The Proposal shall contain no interlineations or overwriting except as necessary to correct errors made by the Bidders themselves. Any such corrections shall be initialled by the person or persons signing the Proposal.
- 1.6.5.4 The Proposals shall be delivered on or before the time and date stated in the Data Sheet, i.e. on or prior to Proposal Deadline, and the Proposals will be opened by the TFEC within one (1) hour following the Proposal Deadline.
- 1.6.5.5 The Proposals shall be valid for the number of days stated in the Data Sheet from the date of its submission. During this period, the Bidder shall keep available the professional staff proposed for the assignment. The GoS shall make its best effort to complete the procedure within this period.
- 1.6.5.6 In case of a Consortium, a Joint Bidding Agreement shall also be submitted by the Bidders, specifically appointing a Lead Member of the Consortium.
- 1.6.5.7 The Integrity Pact, duly signed by the GoS and the Bidder (in case the Bidder is a Consortium, by the Lead Member), shall be submitted.
- 1.6.5.8 Either a board resolution or an authority letter, authorising the person(s) signing the Proposal / Bid documents on behalf of the Bidder, shall be submitted. In case a Bidder is not a corporate entity, the requisite power of attorney appointing the authorised representative to sign on behalf of the Bidder shall be submitted.

1.6.6 SELECTION OF THE PREFERRED BIDDER AND ANNOUNCEMENT

1.6.6.1 BASIC ELIGIBILITY CRITERIA

The TFEC will evaluate the Proposals and declare the Proposals that meet the following criteria as the Compliant Proposal (in case of Consortium, every member firm of Consortium is required to meet criteria given below):

- (i) Registration with Sindh Revenue Board or relevant tax authority.
- (ii) The Bidder must be an incorporated body or another type of legal entity.
- (iii) The Bidder is not black listed by any Procuring Agency/GoS.
- (iv) The Bidder has experience of operations & management of at least one (1) health facility or service.

- (v) Participants and Key Individuals must be employees of the Bidder.
- (vi) Must have at-least five (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.;
- (vii) Must have PKR 50 million or above of average annual turnover of last three financial years.
- (viii) meets the requirements of this RFP sufficiently and in such a manner that the technical Proposal would be considered to be complete, competitive, and submitted in good faith by a Bidder who intends to fulfil all the requirements of this RFP;

1.6.7 FINALIZATION OF THE TRANSACTION

Once the Preferred Bidder is announced the GoS shall issue a Letter of Award (the **Letter of Award**) to that Preferred Bidder, which shall require that Preferred Bidder to accept the LOA within seven (7) days from its issuance. Issuance of the LOA shall be subject to the necessary recommendations of the TFEC and necessary approval of the PPP Policy Board.

The Preferred Bidder shall, enter into the Management Contract (*as the Private Partner*) for the purposes of the Project. The Private Partner shall be obligated to replace the Bid Security (prior to the expiry of the Bid Security) with the Performance Security as a conditions precedent to the Management Contract.

Each Bidder shall provide a Bid Security with its financial proposal submitted with the Bid and such Bid Security shall be required to be valid for an initial period of at least ninety (90) days plus twenty eight (28) days beyond the original bid validity period making it a total of one hundred and eighteen (118) days from the Proposal Deadline. In case of a Bid being successful and Bidder submitting such Bid being declared the Preferred Bidder and issued an LOA, the Bid Security shall be replaced with the Performance Security prior to the expiry of the Bid Security.

The Performance Security must be valid from the date of its submission until the Termination Date in the amount equal to two percent (2%) of the Bid Price in the form of the instrument attached to the Draft Management Contract. The Performance Security must be fully compliant with the format provided in the Draft Management Contract.

Should the Bidder refuse to sign the final version of the Management Contract with the GoS in the agreed-upon form and content, the GoS shall be entitled to encash the full amount of the Bid Security or the Performance Security, as the case may be, and retain and use the proceeds at its sole discretion.

In the event that the Preferred Bidder fails to provide the Performance Security to the GoS prior to the expiry of the Bid Security, the GoS shall be entitled, fifteen (15) days prior to the expiry of the Bid Security, to encash the Bid Security in full.

1.7 POTENTIAL CHANGES TO OR TERMINATION OF THE CONSULTATION & SELECTION PROCESS

- 1.7.1 The GoS may, at its sole discretion, at any time, and for any reason whatsoever, without becoming liable to the Bidder or to any other party, by way of addenda, modify, amend, or otherwise change all or any part of the RFP, including by amending the Consultation and Selection Process, by modifying the limits and scope of the Project, by extending any deadline or time limit specified herein, or by suspending, postponing, or terminating all or any part of

the Consultation and Selection Process. Any addendum will be issued by the GoS in writing and the same will be explicitly identified as an addendum to this RFP.

- 1.7.2 Without limiting the scope of Section 1.7.1, even though the GoS intends to name a Preferred Bidder and sign a Management Contract, if the GoS fails to receive at least one Compliant Proposal for which all government approvals (excluding the environmental approbations required) have been obtained, the GoS reserves the right to terminate the Consultation and Selection Process.
- 1.7.3 If the GoS terminates the Consultation and Selection Process, the GoS reserves the right to proceed with all or any part of the Project, including the use of some or all of a Bidder's ideas and concepts, based on the approach that the GoS considers to be most suitable, which does not exclude the involvement of one or more of the initially selected Preferred Bidder's Collaborators.
- 1.7.4 In the event that the GoS rejects or annuls all the Bids, it may, at its discretion, invite all eligible Bidders to submit fresh Bids or restart the Consultation and Selection Process.
- 1.7.5 The GoS reserves the right to terminate the Consultation and Selection Process. The GoS shall, upon request by any of the Bidders, communicate to such Bidder, grounds for the cancellation of bidding process, but is not required to justify such grounds.
- 1.7.6 Any Proposal submitted in response to this RFP is submitted upon a full understanding and agreement of terms related to this Section 1.7 (*Potential Changes To Or Termination Of The Consultation And Selection Process*) and, therefore, the submission of Bids in response to this RFP would be deemed as an acceptance to the said terms.

1.8 NO CONTRACT

- 1.8.1 No contract whatsoever is created by or arises from this RFP (with the exception of the Commitment Form found in **APPENDIX E**), which, under no circumstances, constitutes an offer to enter into a contract with any party whatsoever.
- 1.8.2 The GoS and / or the TFEC do not have an obligation, responsibility, commitment, or legal liability towards any Bidder or any Bidder's Collaborators arising from this RFP or any Proposal submitted in response to it, or from the Consultation and Selection Process.
- 1.8.3 Any Proposal submitted in response to this RFP is submitted upon a full understanding and agreement of terms related to this Section 1.8 (*No Contract*) and therefore the submission of Bids in response to this RFP would be deemed as an acceptance to the said terms.

1.9 NO COLLUSION

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

1.10 NO LOBBYING

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

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

1.11 NO CLAIMS

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

1.12 NO CONFLICT

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

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

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

- (i) issuance of the LOA; or
- (ii) execution of the Management Contract.

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

1.12.3 GoS reserves the right to disqualify any Bidder that in GoS's opinion has a Conflict of Interest, whether such conflict exists now or is likely to arise in the future.

1.12.4 Any Bid submitted in response to this RFP is submitted upon a full understanding and agreement of terms related to this Section 1.12 (*Conflict of Interest*) and therefore the submission of Proposal in response to this RFP would be deemed as an acceptance to the said terms.

1.13 CONFIDENTIALITY

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

1.13.2 All information supplied by GoS in connection with the RFP, including the documents shared as a part of the data room, shall be treated as confidential and Bidders shall not, without the prior written consent of GoS, at any time make use of such information for their own purposes or disclose such information to any person (except as may be required by law). Subject to Section 2.1.7 of this RFP, the bidding documents shall remain the property of the GoS and are transmitted to the Bidders solely for the purpose of preparation and submission of the Proposal in accordance herewith. The GoS will not return any Bid or any information provided along therewith.

1.13.3 Bidders shall not at any time release any information concerning the RFP and/or their Proposal and/or any related documents and/or any negotiation and/or any discussion with GoS in this connection for publication in the press or on radio, television, screen or any other medium without the prior written approval of the GoS.

1.13.4 Each Bidder undertakes to indemnify GoS and to keep GoS indemnified against all actions, claims, demands, liability, proceedings, damages, costs, charges and expenses whatsoever

arising out of or in connection with any breach of the provisions of this Section 1.14 (*Confidentiality*).

- 1.13.5 Any Proposal submitted in response to this RFP is submitted upon a full understanding and agreement of terms of this Section 1.14 (*Confidentiality*) and therefore the submission of Proposal in response to this RFP would be deemed as an acceptance to the said terms.

2. DATA SHEET

2.1 INFORMATION FOR BIDDER

2.1.1 THE ASSIGNMENT

2.1.1.1 The assignment is management contract of the Project. The government of Sindh seeks participation of private sector in quality health care service delivery to public, ensuring equitable and sustainable access.

2.1.2 PROJECT DESCRIPTION

2.1.2.1 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.

2.1.2.2 Following the expiry of the Contract Period, ownership of the Project related assets will be transferred to the GoS. The Contract will be awarded through a Competitive Selection Process open to local bidders.

2.1.3 PRE-BID CONFERENCES

2.1.3.1 The Pre-Bid Conferences will be held at:

VENUE: COMMITTEE ROOM, 6TH FLOOR, HEALTH DEPARTMENT,
BUILDING NO. 1, KAMAL ATTA-TURK ROAD, SINDH SECRETARIAT, KARACHI

2.1.3.2 Queries and clarifications relating to the Pre-Bid Conference on the technical matter and matters relating to the RFP shall reach at least two (2) Business Days prior to the Pre-Bid Conference relating to the technical and RFP matters.

2.1.3.3 All such queries and clarification bearing reference of the Project shall be delivered at:

ATTENTION : FAHAD ANSARI, DIRECTOR, PPP
UNIT, FINANCE DEPARTMENT, GOVERNMENT
OF SINDH

ADDRESS : 7th Floor, A.K. Lodhi Block, Sindh
Secretariat, Karachi

2.1.3.4 The Bidders are requested to submit any substantive questions in writing or through fax or email to reach the GoS not later than one (1) Business Days before the Pre-Bid Conference.

2.1.3.5 It shall be assumed by the GoS that subsequent to the Pre-Bid Conferences on the technical and RFP matters, all the queries, comments and concerns of the Bidders have been addressed and answered to the full satisfaction of all the Bidders. Furthermore, any Proposal submitted in response to this RFP is submitted upon a full understanding and agreement of terms related to this Section 2.1.3 (*Pre-Bid Conferences*) and, therefore, the submission of bids in response to this RFP would be deemed as an acceptance to the said terms.

2.1.3.6 The GoS, however, reserves the right to call any additional Pre-Bid Conferences, if it so desires to.

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2.1.4 PROJECT LIAISON

2.1.4.1 The contact details for the primary person designated for this RFP are:

HEALTH DEPARTMENT ATTENTION : DR. ASLAM PECHUHO DESIGNATION : ADDITIONAL SECRETARY (TECHNICAL) PHONE : 021-99 222 566 ADDRESS : 6 th Floor, Building No. 1, Kamal Atta-Turk Road, Sindh Secretariat, Karachi	PPP UNIT, FINANCE DEPARTMENT ATTENTION : MR. FAHAD ANSARI DESIGNATION : DIRECTOR PPP PHONE : 021-999222191 ADDRESS : 7 TH FLOOR, A.K. LODHI BLOCK, KAMAL ATTA-TURK ROAD, SINDH SECRETARIAT, KARACHI
PPP NODE, HEALTH DEPARTMENT ATTENTION : DR.AHSANULLAH WAZIR DESIGNATION : DIRECTOR PHONE : 021-99 222 565 ADDRESS : Women Resource Center, Near Naval Heights, Kala Pul, Karachi	

2.1.5 Access to information, or to any modification or update shall be made available to the Bidders subject to submission of the Non-Disclosure Agreement (as attached hereto as **APPENDIX G**) to the GoS, duly signed by the authorized representative of the Bidder.

2.1.6 BID SUBMISSION: TIME AND PLACE OF DELIVERY

All Proposals shall be submitted in a sealed envelope no later than **11.00 am PST** on the Proposal Deadline to the following address and marked for the attention of:

ATTENTION : ADDITIONAL SECRETARY (TECHNICAL), HEALTH DEPARTMENT

ADDRESS : 6th FLOOR, BUILDING NO. 1, KAMAL ATTA-TURK ROAD, SINDH SECRETARIAT, KARACHI

TELEPHONE : 021-99 222 566

PROPOSAL DEADLINE: 11:00 a.m. (PST), 27th October 2016

2.1.7 Proposals received after 11.00 am (PST) on the Proposal Deadline will be returned to the sender unopened. Bidders are responsible for ensuring that their Proposals are submitted at the time and place specified in Section 2.1.6.

2.2 BID VALIDITY

- 2.2.1 The Proposals shall remain valid for a period of ninety (90) days from the Proposal Deadline. The Bid Security submitted along with the financial proposal included the Proposal shall remain valid for at least ninety (90) days plus twenty eight (28) days beyond the original bid validity period making it a total of one hundred and eighteen (118) days from the Proposal Deadline. In exceptional circumstance, prior to expiry of the original bid validity period, the GoS may request Bidders to grant a specified extension in the period of validity. This request and the response thereto shall be made in writing or through fax or email.
- 2.2.2 A Bidder may refuse the afore-stated GoS request and can claim for return of its Bid Security. A Bidder agreeing to the GoS's request will extend the validity of its Bid Security correspondingly.

2.3 OPENING OF THE BIDS

- 2.3.1 The TFEC will open the Bids at the office of Additional Secretary (Technical), Health Department, Government of Sindh in the presence of Bidders or their authorized representatives who choose to attend, at a Bid opening meeting at 12.00 pm on the Proposal Deadline. The Bidders' representatives who are present shall sign a register in evidence of their attendance.
- 2.3.2 The GoS will examine the Bids to determine whether they are complete and responsive in all respect.
- 2.3.3 The GoS shall prepare detailed minutes of the Bid opening for transparency and its own record in accordance with the applicable laws.
- 2.3.4 The Bidder's names, bid withdrawals (if any), and such other details, as the GoS, at its discretion, may consider appropriate, will be announced at the Bid opening.
- 2.3.5 Any effort by a Bidder to influence the GoS in the process of examination, clarification, comparison and evaluation of Bids, or decisions concerning award of a Contract, will result in the rejection of that Bidder's Bid.

2.4 TECHNICAL AND FINANCIAL EVALUATION COMMITTEE (TFEC)

- 2.4.1 The Proposals will be evaluated by a TFEC constituted in accordance with the applicable laws. The TFEC will select such Bidder as the Preferred Bidder, in accordance with Section 1.6.6.1.

2.5 PROPOSAL EVALUATION PROCESS

- 2.5.1 The Bids shall be opened within one (1) hour following the Proposal Deadline. Any proposal not in strict conformity with the format prescribed in this RFP will be disqualified. The Bid shall be evaluated based on criteria set out in this RFP section 1.6.6.1.
- 2.5.2 Any Bid submitted in response to this RFP is submitted upon a full understanding and agreement of terms of this Section 2.5 (*Proposal Evaluation Process*) and, therefore, the submission of Bid in response to this RFP would be deemed as an acceptance to the said terms.

2.6 EVALUATION CRITERIA

- 2.6.1 The TFEC shall carry out its evaluation, applying the evaluation criteria and point system specified below. Each responsive technical proposal shall be attributed to a score out of a total of 100 points.

- 2.6.2 The TFEC will select that Bidder as the Qualified Bidder, who meets the criteria set out in section 1.6.6.1 and submits a Compliant Proposal.
- 2.6.3 The Proposal must be submitted at the place and by the deadline specified in Section 2.1.6.
- 2.6.4 Duly passed resolutions giving the representative of the Bidder (and each of its Members, in case of a Consortium) signing authority must accompany the Commitment Form. In case a Bidder is not a corporate entity, the requisite power of attorney appointing the authorised representative to sign on behalf of the Bidder shall be provided.
- 2.6.5 The declaration, identical in form and content to the one found in **APPENDIX E**, with no amendments or changes thereto, must be signed by the Bidders and their Members.
- 2.6.6 The Non-Disclosure Agreement, identical in form and content to the one found in **APPENDIX F**, with no amendments or changes thereto, must be signed by the Bidders and its members, for the access to data room. Further, the Integrity Pact, identical in form and content to the one found in **Appendix G**, with no amendments or changes thereto, must be signed by the Bidder and the GoS.
- 2.6.7 The Bidders must provide the Bid Security with the financial proposal submitted in the financial Proposal described in Section 3.2 (*Bid Security*). The financial bank guarantee shall be written in English, and must be fully compliant with the form of the same attached hereto at **APPENDIX C**.
- 2.6.8 Any other errors or omissions in a Proposal will not result in its automatic rejection. The TFEC reserves the right to ask Bidders to correct any errors or omissions in their Proposal, to the TFEC's satisfaction, within the time limits specified in the request, which will be at least four (4) Business Days.
- a. In case the Bidder is a Consortium, the moment the Proposal is submitted, the Bidder must be bound by a Joint Bidding Agreement reflecting any changes in the Consortium members from the time of submission of the RFP.
 - b. The Bid must contain a detailed description of the Bidder, as specified in Section 3.1 (*Information Concerning the Bidders*).
 - c. Proposals must not be conditional.
 - d. It must contain all of the information specified in Section 3 (*Standard Proposal Forms*).Management Contract
- 2.6.9 A financial proposal must meet the following requirements in order to be considered compliant. It is clarified that the financial proposal is not required in the Technical Proposal. The requirements set out below shall be submitted by Bidders in the Competitive Selection Process. The financial proposal of only those Qualified Bidders shall be opened, whereas, the financial proposal of non-compliant bidders shall be returned back.
- a. It must contain complete information requested in **APPENDIX B**.
 - b. It must contain the Bid Security described in Section 3.2 (*Bid Security*). The financial bank guarantee shall be written in English, and must be fully compliant with the form of the same attached hereto at **APPENDIX C**

- c. In the opinion of the TFEC, the Bidder continues to have sufficient financial capacity to achieve the Project completion.

2.6.10 SCORING CRITERIA – EVALUATION OF TECHNICAL PROPOSALS

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

EVALUATION CRITERIA		MAXIMUM SCORE
TECHNICAL EVALUATION CRITERIA		
1.	Structure of consortium, its technical capability (in house resources and experience of delivering health services) (Form 1 and 2)	55
2.	Project methodology (Form 3)	10
i.	Action plan	5
ii.	Understanding of the environmental and quality management aspects of the Project	1
iii.	Community based approaches and referral system	1
iv.	The operations, maintenance and rehabilitation plan (including major maintenance) and methodology of the Project (an effective operations and maintenance plan that meets the scope of work and performance criteria detailed in Management Contract)	3
3.	Activity schedule and manpower induction schedule (Form 6 – 9)	5

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4.	Key specialist team (Form 5)	30
TOTAL SCORE		100

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

*** see table below:**

TECHNICAL EVALUATION CRITERIA	MAXIMUM SCORE
4. KEY SPECIALIST TEAM (BREAK DOWN)	
1. Project Director (At least MBBS and MPH/MBA/MSc Health Policy & Management), 20 years experience, 10 years of experience in relevant capacity in contract management	10
2. Medical Director (At least MBBS and FCPS), 15 years experience, 10 years relevant experience in health facility at senior level)	10
3. Operations Manager (at least MBBS and/or MBA), 15 years experience, 10 years relevant experience in operation & management of health facilities	5
4. Manager Finance & Accounts (at least MBA (Finance)/Masters in Finance/Accounts/Economics/CA), 15 years experience, 10 years relevant experience in health sector	5

Note on Scoring Criteria:

- **Project Director**

MBBS and MPH/MBA/MSc Health Policy & Management, 20 years experience, 10 years relevant experience in contract management	Maximum Score = 10
At least MBBS, 20 years experience, 10 years experience in relevant field in contract management	6
At least MBBS, 10 years experience, 5 years experience in relevant project	Minimum Score = 3

- **Medical Director**

MBBS and FCPS, 20 years experience, 10 years relevant experience in health facility at senior level	Maximum Score = 10
At least MBBS, 20 years experience, 10 years experience in relevant field	6
At least MBBS, 10 years experience, 5 years experience in relevant field	Minimum Score = 3

• **Operations Manager**

At least MBBS and MBA, 20 years experience, 10 years relevant experience in operation & management of health facilities	Maximum Score = 10
At least MBBS, 20 years experience, 10 years experience in relevant field	6
At least MBBS, 10 years experience, 5 years experience in relevant project	Minimum Score = 3

• **Manager Finance & Accounts**

MBA (Finance)/Masters in Finance/Accounts/Economics or CA, 20 years experience, 10 years relevant experience in health sector	Maximum Score = 10
At least MBA (Finance), 20 years experience, 10 years relevant experience in health sector	6
At least Bachelors (Finance), 10 years experience, 5 years experience in relevant project	Minimum Score = 3

Notes:

No additional point for higher education then specified above.

1. STRUCTURE OF CONSORTIUM, ITS TECHNICAL CAPABILITY AND EXPERIENCE OF DELIVERING HEALTH SERVICES	55
i) Experience of management of health facilities and delivery of essential package of health services	25
10 or more Health Facilities	25
9 Health Facilities	22.5
8 Health Facilities	20
7 Health Facilities	17.5
6 Health Facilities	15
5 Health Facilities	12.5

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4 Health Facilities	10
3 Health Facilities	7.5
2 Health Facilities	5
1 Health Facility	2.5
ii) Experience of service delivery in ambulance care service, inpatient service, ICU, pharmacy service, medicine, and Surgery	20
5 or above projects	20
4 projects	16
3 projects	12
2 projects	8
1 project	4
iii) Experience of public sector health projects	10
3 projects	10
2 projects	7
1 project	5

2.6.11 FINANCIAL EVALUATION:

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

2.7 OTHER CONSIDERATIONS

- 2.7.1 The Proposals must not be qualified, in any way whatsoever, apart from as allowed under the RFP and must be submitted strictly in accordance with this RFP.
- 2.7.2 All Proposals and other supporting documents shall be typed in the English language and state all monetary amounts in Pakistan Rupees (PKR), provided that the dollar or other currency may be quoted alongside the Pakistan Rupees.

The Proposals must be signed by the authorized signatory of each of the Bidders and where applicable, each Consortium member, signing under a power of attorney, substantially in the form specified in **APPENDIX A**, a copy of which is to be provided with the Bids.

The Bid must also accompany a board resolution or an authority letter, authorising the person(s) signing the Bid documents on behalf of the Bidder. In case the Bidder is not a corporate entity, the requisite power of attorney appointing the authorised representative on behalf of the Bidder to sign the Bid documents shall be provided.

2.8 CLARIFICATION OF PROPOSALS

- 2.8.1 The TFEC may, at its discretion, during the evaluation after the Proposal Deadline, invite a Bidder to provide a presentation or clarification of its Technical Proposal, either in writing or by meeting directly with the TFEC. The TFEC is not required to invite any such presentation or clarification, or to have a meeting with any Bidder, and the TFEC may, at its discretion, invite such presentations or clarifications from only one or some of the Bidders. The TFEC may consider such presentations and clarifications in the evaluation of a Proposal.
- 2.8.2 Except upon invitation and request from the TFEC, no additional information may be submitted after the Proposal Deadline. The TFEC will have no obligation to request a Bidder to provide missing or deficient information.
- 2.8.3 Any Proposals submitted in response to this RFP is submitted upon a full understanding and agreement of terms of this Section 2.8 (*Clarification of Proposals*) and, therefore, the submission of Bids in response to this RFP would be deemed as an acceptance to the said terms.

2.9 SELECTION OF PREFERRED BIDDER

The TFEC will make the selection of the Preferred Bidder in accordance with the criteria set out in this RFP.

3. STANDARD PROPOSAL FORMS

3.1 INFORMATION CONCERNING THE BIDDERS

3.1.1 DESCRIPTION OF THE BIDDER

Each Bidder must provide the following information:

- a. A detailed description of the Bidder, including:
 - Legal name;
 - Complete head office contact information, including mailing address, telephone and fax numbers, and an e-mail address;
 - Incorporation details, including corporate charter, articles of incorporation, and proof of legal authorization to operate in Pakistan. If the Bidder is an unincorporated legal entity, then the proof of that legal entity's existence must be provided.
- b. In case of a Consortium, the members of the Consortium shall enter into a binding Joint Bidding Agreement for the purpose of submitting the Proposal. The Joint Bidding Agreement to be submitted along with the Proposal, shall, *inter alia*:
 - clearly outline the proposed roles and responsibilities, if any, of each member (including each Member);
 - provide for the members of the Consortium to undertake that they shall collectively submit/ include a statement to the effect that all members of the Consortium shall be liable, jointly and severally, for all obligations of the Private Partner in relation to the Project
 - except as provided under this RFP, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the GoS.
- c. Annual audited financial statements for the past 3 years. These financial statements must be provided for each Member and Participant of the Bidder, or for their parent company, if the latter is acting as the Member or Participant's guarantor.
- d. Complete profile of the Bidder, including all the previous transactions it has undertaken in the similar field, particularly highlighting all such projects involving and/or undertaken for the GoS by the Bidder in any manner what so ever.

3.1.2 ROLES OF MEMBERS AND PARTICIPANTS

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

3.1.3 ROLE OF KEY INDIVIDUALS

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

3.1.4 SUPPORTING INFORMATION & DOCUMENTATION

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

3.2 BID SECURITY

3.2.1 A Bid submitted by each Bidder must be accompanied by a Bid Security in an amount equal to one (1%) percent of the proposed Management Fee (as set out by the Bidders in the Bid), in Pakistani Rupees, which shall remain valid for a period of at least ninety (90) days plus twenty eight (28) days beyond the original bid validity period making it a total of one hundred and eighteen (118) days from the Proposal Deadline. The Bid Security must be in a form and substance as attached hereto as **APPENDIX C**.

3.2.2 The Bid Security submitted by the unsuccessful Bidders shall be released to the unsuccessful Bidders upon signing of the Management Contract.

3.2.3 Any Bid not accompanied by the required Bid Security, or accompanied by a Bid Security in an amount less than that required in accordance with SPPRA rules or other than in the form of a commercial bank guarantee or from a commercial bank that does not have a minimum credit rating of at least 'AA-' as rated by JCR VIS or an equivalent rating by PACRA or in the form as required by this RFP shall be, in each case, rejected by the GoS as non-responsive. It is further clarified that **no** Bid Security in the form of insurance guarantee shall be entertained.

3.2.4 The Bid Security (or the Performance Security as the case may be) may be encashed by the GoS in the following circumstances:

- a. In the case of a successful Bidder, if it fails within the specified times to:
 - comply with the instructions laid down in the Letter of Award within the time period stipulated therein;
 - furnish the necessary Performance Security when required;
 - sign the Management Contract;
 - achieve all the conditions precedents agreed in the signed Management Contract.
- b. In case the Bid Security expires prior to the date falling ninety (90) days plus twenty eight (28) days beyond the original bid validity period making it a total of one hundred and eighteen (118) days from the Proposal Deadline;
- c. In case of an occurrence of a Private Partner's event of default in terms of the Management Contract; and / or
- d. Bidder withdraws its Bid during the Bid Validity Period;

3.3 INFORMATION CONCERNING THE DEVELOPMENT OF THE TECHNICAL PROPOSAL

- 3.3.1 Technical proposals submitted by Bidders must contain all of the items specified in this RFP (including Section 3.5 (*List of Standard Proposed Technical Forms*)) and must adhere to the format described herein.
- 3.3.2 The technical proposal will provide the GoS with the means for assessing the Bidder's ability to comply with the Technical Specifications.

3.4 INFORMATION CONCERNING THE DEVELOPMENT OF THE FINANCIAL PROPOSAL

- 3.4.1 The financial proposal which shall be submitted by Bidders in the Bid must contain each of the following items:
- a. A financing plan that meet all the requirements stated in **APPENDIX B**.
 - b. Bid Security, as described in Section 3.2 (Bid Security). The financial bank guarantee shall be written in English, and must be fully compliant with the form of the same attached hereto at APPENDIX C.

3.5 LIST OF STANDARD PROPOSAL TECHNICAL FORMS

- FORM – 1 A brief description of the organization of the Bidder (and in case the Bidder is Consortium, each member of the Consortium) and an outline of recent experience on assignments of a similar nature. A separate list, in the same form, highlighting all the projects involving and/or undertaken for the GoS or any other provincial government by the Bidder (and in case the Bidder is Consortium, each member of the Consortium). For each assignment, the outline should indicate, *inter alia*, the profiles of the staff provided, duration, contract amount and firm's involvement.
- FORM – 2 A list of projects presently being under taken by the Bidders (and in case the Bidder is Consortium, each member of the Consortium) and expertise-wise total number and number of staff deployed on the aforesaid projects being presently under-taken.
- FORM – 3 Bidder's understanding of the objectives of the Project, its approach towards implementation of the Project and a description of methodology/ plan that the Bidder shall follow to perform the required activities for the implementation of the Project.
- FORM – 4 Any comments or suggestions on the TOR. The Bidder's comments, if any, on the data, services and facilities to be provided by the GoS and indicated in the TOR.
- FORM – 5 CVs recently signed by the proposed key professional staff and an authorized manager in the Bidder's head office. Key information should include number of years with the firm and degree of responsibility held in various assignments especially during the last ten (10) years.
- FORM – 6 The composition of the proposed staff team and the tasks which would be assigned to each staff members and their position.

Any additional information that may be necessary for Proposal.

3.6 LIST OF STANDARD PROPOSAL FINANCIAL FORMS

FORM – FIN-1 Bid Price to be quoted by the Bidder.

FORM – FIN-2 The Bidder shall propose to Authority, itemized operational and maintenance budget for a given year.

FORM 1
FIRM'S REFERENCE

RELEVANT SERVICES CARRIED OUT WHICH BEST ILLUSTRATE QUALIFICATIONS

Using the format below, provide information on each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was largely contracted.

ASSIGNMENT NAME:		COUNTRY:
LOCATION WITHIN COUNTRY:		PROFESSIONAL STAFF PROVIDED BY APPLICANT FIRM:
NAME OF CLIENT:		NO OF STAFF:
ADDRESS:		NO OF STAFF MONTHS:
START DATE (MONTH/YEAR):	COMPLETION DATE (MONTH/YEAR):	APPROX. VALUE OF SERVICES (IN CURRENT USD/PKR):
NAME OF ASSOCIATED FIRM(S), IF ANY:		NO. OF MONTHS OF PROFESSIONAL STAFF PROVIDED BY ASSOCIATED FIRM(S)
NAME OF SENIOR STAFF (PROJECT DIRECTOR/CO-ORDINATOR, TEAM LEADER) INVOLVED AND FUNCTIONS PERFORMED:		
NARRATIVE DESCRIPTION OF PROJECT:		
DESCRIPTION OF ACTUAL SERVICES PROVIDED BY YOUR STAFF:		
NAME(S) OF THE CONSORTIUM MEMBER(S), IF ANY:		

FORM 2
PRESENT STAFF DEPLOYMENT

(As of _____)

<u>MAJOR PROJECT(S) PRESENTLY UNDERTAKEN PROJECT NAME</u> <u>ASSOCIATES(S)</u>	<u>LOCATION</u>

FIELD OF EXPERTISE	TOTAL NUMBER OF PERMANENT STAFF	STAFF ASSIGNED TO ABOVE PROJECTS

FORM 3
APPROACH PAPER ON METHODOLOGY PROPOSED FOR IMPLEMENTATION OF THE
PROJECT

Note: The Bidder will cover its proposed methodology for implementation of the Project in this Form. Key evaluation aspects of the methodology are given as follows, however, the same are not exhaustive and the Bidders may cover any other information/ aspects, as may be necessary to implement the Project and comply with the requirements of the Management Contract.

PROJECT METHODOLOGY
i.
ii.
iii.
iv.
v.

FORM 4
COMMENTS/SUGGESTIONS OF BIDDER

On the Terms of Reference (TOR)

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

FORM 5
FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF

1. **PROPOSED POSITION:** _____
2. **NAME OF FIRM:** _____
3. **NAME OF STAFF:** _____
4. **PROFESSION:** _____
5. **DATE OF BIRTH:** _____
6. **YEARS WITH FIRM:** _____
7. **NATIONALITY:** _____
8. **MEMBERSHIP IN PROFESSIONAL SOCIETIES:** _____
9. **DETAILED TASKS ASSIGNED ON THE PROJECT:** _____
10. **KEY QUALIFICATIONS:**

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to one page].
11. **EDUCATION:**

[Summarise college/university and other specialized education of staff member, giving names of institutions, dates attended and degrees/ diplomas obtained.]
12. **EMPLOYMENT RECORD:**

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and Client references, where appropriate].
13. **LANGUAGES:**

CONTRACTING OUT OF DISTRICT HEADQUARTER HOSPITAL OF SHIKARPUR
REQUEST FOR PROPOSAL

[Indicate proficiency in speaking, reading and writing of each language: excellent, good, fair, or poor].

14. CERTIFICATION:

I, the undersigned, certify that to the best of my knowledge and belief, these bio-data correctly describe myself, my qualifications and my experience.

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Signature of Staff Member</div>	<div style="text-align: right;">Date: <hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/></div> <div style="text-align: center;">Day/Month/Year</div>
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Signature of Authorized official of the firm</div>	<div style="text-align: right;">Date: <hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/></div> <div style="text-align: center;">Day/Month/Year</div>

FORM 6

**COMPOSITION OF THE TEAM PERSONNEL AND THE TASKS TO
BE ASSIGNED TO EACH TEAM MEMBER**

1. TECHNICAL/MANAGERIAL STAFF

NAME	POSITION	TASK ASSIGNMENT

2. SUPPORT STAFF

NAME	POSITION	TASK ASSIGNMENT



REQUEST FOR PROPOSALS

FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

Subject: **Contracting-out of District Headquarter Hospital Shikarpur**

We, the undersigned, offer to provide the management services for **Contracting-out of District Headquarter Hospital Shikarpur Project** in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in the Data Sheet.

Management Fee for entire Contract Period in PKR:

Amount in figures: _____

Amount in Words: _____

Authorized Signature [*In full and initials*]_____

Name and Title of Signatory _____

Name of Firm _____

Address_____



REQUEST FOR PROPOSALS

FORM FIN-2. ESTIMATED ANNUAL BUDGET FOR A GIVEN YEAR

S. NO	Description	Price	Currency	Amount

TOTAL EMPLOYEES RELATED EXPENSES

TOTAL COMMUNICATIONS

TOTAL UTILITIES

TOTAL TRAVEL & TRANSPORTATION

TOTAL GENERAL

TOTAL REPAIRS AND MAINTENANCE

TOTAL TRANSPORT

TOTAL MACHINERY AND EQUIPMENT

TOTAL FURNITURE & FIXTURE

Note: The FIN-2 will give fair idea to Authority to ascertain the level of understanding on part of Bidder.



4. TERMS OF REFERENCE

4.1 PROJECT TERM AND PARTIES

4.1.1 PARTIES

The Management Contract establishes the rights and obligations of both the GoS and the Private Partner. It will be signed between the GoS and the Preferred Bidder.

4.1.2 TERM

The term of the Management Contract will, unless specified otherwise in the Management Contract, commence from the Effective Date and will continue until the end of the Contract Period i.e. 10 years or the termination date, whichever comes earlier.

4.2 PROJECT SCOPE

4.2.1 BRIEF DESCRIPTION OF PROJECT

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.

4.2.2 OBLIGATIONS OF THE PARTIES AND KPI'S OF PRIVATE PARTNER

The detailed obligations including KPIs are given in the draft Management Contract. The Bidders are advised to go through it thoroughly.

4.2.3 AUTHORITY OFFER

Health Department, Government of Sindh shall provide:

- a) Transfer of existing budgets
- b) Unencumbered possession of the Facilities
- c) Use of government health facilities and their equipment
- d) The functions, role and support available from the Health Department, and its staff
- e) Copies of key policies relevant to the Project

4.3 TERMS OF REFERENCE TO ACHIEVE OVERALL OBJECTIVES OF THE PROJECT

Demography & Indicators of Sindh



REQUEST FOR PROPOSALS

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%
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	



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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 Attendance	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



REQUEST FOR PROPOSALS

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	UnaniShifaKhana	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.



REQUEST FOR PROPOSALS

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 Facilities 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 Contract 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
 - 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 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



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- 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.

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



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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 STIs and RTIs and be treated according to WHO protocols of Syndromic Case Management Partners of all the	Vitamin A deficiency among mothers 9.9% and among children under 5 years 3.0%, Iodine among mothers 21%, among school age children 6.6%, Iron deficiency among children less than 5 years 64% and mothers of less than 5	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 health care facilities should be appropriately examined and treated	At all levels of care



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		diagnosed cases should be tracked and treated	years children 45%,		
Mental HealthFP Services	Identification, Diagnosis, Counseling, Treatment and rehabilitation particularly of cases of gender base violence, child abuse, drug abuse, anxiety, depression etc.FPcounseling 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)
Screening Major 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 deficiency among mothers 9.9% and among children under 5 years 3.0%, Iodine among mothers 21%, among school age children 6.6%, Iron deficiency among children less than 5 years 64% and	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 Vitamins A & D, wheat for Iron and Folic Acid.	At all levels of care At all levels of care



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			mothers of less than 5 years children 45%,		
Outreach ServicesMental Health	<p>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.</p> <p>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.</p> <p>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.</p>	<p>LHVs should conduct 2 visits a week to provide MCH services at the door steps of the community</p> <p>Midwife should conduct 4 visits a week to provide MCH services at the door steps of the community</p> <p>WMO should spend 20% of her working hours for visits to BHUs (without WMOs) to provide consultation for Obstetrics, Gynaecology problems and technical/clinical support to LHVs Patients coming with mental health issues should be thoroughly assessed, counseled</p>	----- -	<p>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</p> <p>Counseling services at all levels of care;</p>	<p>At all levels of care and community based</p> <p>All levels of care</p>



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		and/or referred to appropriate level of care			
Screening	SHC to PHC - Visits of the Consultants/Specialists Based 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 RHCAI health facilities should carry out at least two camps in their respective areas.	At all levels of care
ECCD Outreach 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 services and provision of newborn and early childhood care. Home visits of Midwife for	Comprehensive and Integrated ECCD services must be available for all 0-5 years of age 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		Defining ECCD Service Package, key actors/sectors 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	Home, Day care centres, ECCD centres, Schools At all levels of care and community based



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	<p>ANC planned domiciliary. Natal care, Post Natal care, nutritional advice, FP services, and provision of newborn and early childhood care.</p> <p>Visit of WMO from RHC to BHU for Obstetrics, Gynaecology Problems and technical/clinical support to LHV</p>	<p>community</p> <p>WMO should spend 20% of her working hours for visits to BHUs (without WMOs) to provide consultation for Obstetrics, Gynaecology problems and technical/clinical support to LHV</p>		<p>building of ECCD services providers (LHWs, ECD worker/Centre Class Teacher and School Council) 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</p>	
	SHC to PHC - Visits of the Consultants/Specialists	<p>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.</p>		<p>At least Specialists of the essential specialties (Physician, Surgeon, Pediatrician and Gynecologist) should provide services at RHC</p>	
ECCD	<p>Nutrition, Health care, environmental safety, early childhood education and learning for growth, cognitive and psychological development (Health & Nutrition 0-2</p>	<p>Comprehensive and Integrated ECCD services must be available for all 0-5 years of age</p>		<p>Defining ECCD Service Package, key actors/sectors for services provision and</p>	<p>Home, Day care centres, ECCD centres, Schools</p>



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	years, Early Development Activities 3-4 years, Katchi class 5 years)			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/Centr e Class Teacher and School Council	
--	---	--	--	---	--

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



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	<p>STIs and communicable diseases (ARI and Diarrheal diseases, Malaria, TB, Hepatitis, Vaccines preventable diseases, High Maternal and Infant Mortality, Malnutrition, Skin diseases).</p> <p>(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.</p>				
--	---	--	--	--	--

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	The Hospital should provide Comprehensive		The Hospital should have arrangements for	



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	, blood transfusion, Incubator, Advanced resuscitation support and Pediatric Nursery	Emergency Services		comprehensive Emergency services.	
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	Basic surgical care Specialist Surgical Care	Basic surgical care will be available at all levels Specialist surgical care will be available at hospitals		At Hospital	All levels of care
Mortality review	All health facility deaths should be reviewed carefully	All health facility deaths should be reviewed by a designated team			
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	At Hospitals



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	Trauma	All THQs and all DHQs should have Trauma Centres		Should have Trauma Centre	
	Burns	All DHQs should have Burn Units		Should have isolation facility for burn patients	
Blood Transfusion Services	Blood grouping, Screening for HIV/AIDS, Hepatitis B, C and cross Matching	All THQs and DHQs should provide Blood Transfusion Services round the clock		All THQs and DHQs should provide Blood Transfusion Services	THQs and DHQs
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			



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Rehabilitative Services

Services/ Intervention	Components	Standard of care	Current Status Sindh	Minimum level of acceptance	Level of Care/Service 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-vigilance 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	1. Prevalence of HIV/AIDS in general population must be kept less than 1 % and prevalence of 2. HIV/AIDS in all sub- population	-----	1. Behavior Change Communication (BCC) through Media (Electronic and Print) and Inter Personal Communication (IPC)	All levels of care



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	6. Management of STIs. 7. Post Exposure Prophylaxis (cases of rape, accidental prick etc)	presumed to observe high-risk behaviours must be kept less than 5 %69 3. All exposed cases should get prophylaxis within specified /stipulated time (preferably within 48-72 hours)70		2. 100% screening of Blood and its products in public sector 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	1. Keeping malaria well under control	-----	1. All fever cases should have blood slides for Malarial Parasite (MP) or	All levels of care



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	<p>2. Prevention of Malaria by reducing vector density in high malarious/ hyper endemic areas by selective spray and other preventive measures</p> <p>3. Strengthening Surveillance</p> <p>4. Health communication</p> <p>5. Partnership building</p> <p>6. Epidemic preparedness and Malaria research</p>	<p>(Prevalence less than 3/1000) by following the principles of RBM strategy so that it does not become a public health problem</p>		<p>MP by Rapid Test Kit.</p> <p>2. All positive for MP should receive radical treatment for malaria and education regarding personal protection measures outside and within house against mosquitoes.</p> <p>3. Media campaigns regarding protective measures especially during high transmission season</p>	
National Programme for the FP & PHC	<p>1. Provision of PHC and FP services</p> <p>2. Community organization</p> <p>3. Maintaining family register, Birth Records, Family Planning register.</p> <p>4. Growth monitoring.</p> <p>5. Support for Immunization and other health promotional activities</p>	<p>1. Provision of PHC and FP services through LHWs to all rural population and population of urban slums as per programme standards.</p>	-----	<p>1. Population coverage 80% (Rural 100% and Urban 30%)</p>	Community
Prime Minister's Programme for Prevention and Control of Hepatitis	<p>1. Surveillance</p> <p>2. Establishment of safe Blood Transfusion services</p> <p>3. Establishment of practices of safe injections</p>	<p>1. Ensuring the provision of services as per programme's components</p>	-----	<p>1. Behavior Change Communication (BCC) through Media (Electronic and Print) regular campaigns and Inter Personal</p>	<p>1. All levels of care</p> <p>2. Investigation and treatment facilities for Hepatitis B, C at DHQs</p>



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	<p>4. Prevention and control of Hepatitis A and E viral infections</p> <p>5. Behavior Change Communication</p> <p>6. Capacity building</p> <p>7. Vaccination for high risk population</p> <p>8. Diagnosis, treatment and counseling for Hepatitis B,C</p> <p>9. Programme management and Technical Assistance, Operational Research</p> <p>10. Infectious waste management</p> <p>11. Continued enhancement & strengthening of Programme</p>			<p>Communication (IPC)</p> <p>2. 100% screening of Blood and its products in public sector</p> <p>3. Ensuring (100%) use of disposable syringes in all public health facilities</p> <p>4. Vaccination for Hepatitis B of all high risk groups attending public sector facilities.</p> <p>5. Vaccination for Hepatitis B of all health care providers.</p> <p>6. All public sector facilities should ensure the implementation of programme guidelines regarding segregation, collection and disposal of infectious hospital waste</p> <p>7. Diagnostic and treatment facilities (Sentinel Sites) to the public for Viral Hepatitis Infections should be provided at all DHQs</p>	
School Health Services/ Programme	<p>1. Screening of the school children for eyesight, speech, hearing</p>	<p>1. All school going children should have one comprehensive</p>		<p>1. School Health Services⁷² in all the public sector schools</p>	<p>Community /Schools</p>



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	<p>impairment, skin diseases, anemia, epilepsy, de-worming congenital defects and dental hygiene.</p> <p>2. Treatment, referral and follow up</p> <p>3. Educating children about preventable diseases, importance of nutrition, healthy lifestyle behaviours and other public health issues.</p> <p>4.Exercise and recreation</p> <p>5. Community awareness through Medical Officer and school children.</p> <p>6. Sanitation and Hygiene education.</p> <p>7. Maintaining record of all above activities</p>	<p>health examination at school entry then every four yearly and annually medical examination by health care providers.</p> <p>3. Routine inspection by trained school teachers</p>			
<p>National Programme for Prevention and Control of Blindness</p>	<p>1. Programme priority areas: Cataract, Trachoma, Childhood Blindness, Corneal diseases, Glaucoma, Refractive errors, Diabetes and age related macular</p>	<p>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</p> <p>2. Those found to have any eye</p>	-----	<p>1.Capacity building and trainings for eye health of all cadres (at all levels) right from community out reach workers to District Ophthalmologists</p> <p>2. Up gradation of eye departments</p>	<p>All levels of care</p>



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	degeneration 2. Human Resource Development 3. Effective management and advocacy 4. Research and public private partnership 5. Continuous Medical education	problem should receive treatment and follow up at appropriate level of care		of all THQHs and DHQHs 3. Eye health awareness campaigns at all levels 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/ies and services depending upon location in the district or geographic spread. The milestones will be calculated/ measured annually for the duration of contract for the health facility/ies or service/s.

Duration of Contract and Geographical Spread of Services:

Duration: 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 for the DHQ Hospital Shikarpur

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. ft consists of OPD rooms for Specialists, doctors, and rooms for LHV's, 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.



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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 Health PPP Node 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.

4.3.1 FUNDING

- a. The annual budget allocation of the DHQ civil hospital Shikarpur shall be disbursed to assignment account of PPP Node Health Department, Government of Sindh. Subsequently, the annual budget amount shall be transferred from assignment account of Health PPP Node to Private Partner dedicated bank account for utilization by the Private Partner to carryout services pursuant to the Management Contract.

4.3.2 COLLECTIONS

The Private Partner shall be responsible to charge minimal service charges from the patients as notified by the Authority. The Private Partner shall deposit the cash proceeds from service charges into the Escrow Bank account. The Authority shall cancel the DDO account for service charges collection maintained by the MS as a condition precedent of GoS.

4.3.3 FUND CONTRIBUTION BY PRIVATE PARTNER

The Private Partner may arrange additional funding through innovative ideas and financing for the Project.

4.3.4 HAND-OVER OF THE STRUCTURE

- a. The Private Partner will be responsible for handing over the health facility to the GoS in a good working condition at the end of the Contract Period, as specified in the Management Contract without any further compensation to the Private Partner at the time of such transfer. These structures are subject to an inspection and correction process in order to ensure that they are handed over in accordance with the terms and conditions set out in the Management Contract.

4.4 ALLOCATION OF RISKS AND RESPONSIBILITIES

- 4.4.1 All risks and obligations of the GoS and the Private Party shall be in accordance with the Management Contract and the Bidders shall be deemed to have full and complete



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understanding of the risks relating to the Project and their allocation, as set out in the Draft Management Contract.

4.5 COMPENSATION OF PRIVATE PARTNER

4.5.1 The Private Partner will be compensated for Management Fee quoted in its financial bid.



APPENDICES



APPENDIX A – POWER OF ATTORNEY FOR SIGNING OF BID

NOTES FOR EXECUTION OF POWER OF ATTORNEY

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder (and in case of the Consortium, each member of the Consortium, wherever required) should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *This Power of Attorney shall be notarised with the Notary Public.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Pakistani Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*
- *Please find below the form and substance of the Power of Attorney.*



REQUEST FOR PROPOSALS

“FORM OF POWER OF ATTORNEY FOR SIGNING OF BID”

KNOW ALL MEN BY THESE PRESENTS, WE, _____ (*name of the firm and address of the registered office*) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of _____ holding [CNIC / Passport] Number _____ and presently residing at _____, who is presently employed with [us OR the Lead Member of our Consortium] and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the **Attorney**) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for _____ (the **Project**) that is being developed by the HEALTH DEPARTMENT, GOVERNMENT OF SINDH, in association with the PUBLIC PRIVATE PARTNERSHIP UNIT, FINANCE DEPARTMENT, GOVERNMENT OF SINDH, (the **Authority**) in accordance with the Request for Proposals issued by the Authority (as amended from time to time) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Management Contract and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Management Contract with the Authority.

AND WE hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 2016.

For& On Behalf of:

_____ (*name of the firm*)

By Its Duly Authorized Signatory

.....
(Signature)

(Name, Title and Address)

WITNESSES:



REQUEST FOR PROPOSALS

WITNESS 1:

WITNESS 2:

.....
NAME:
CNIC / PASSPORT NUMBER:
ADDRESS:

.....
NAME:
CNIC / PASSPORT NUMBER:
ADDRESS:

ACCEPTED & AGREED

[NOTARISED]

.....
(Signature)
(Name, Title and Address of the Attorney)



APPENDIX B – MAIN COMPONENTS OF THE FINANCIAL BID

- The Bidder shall quote its Management Fee for the entire term of Contract Period
- The Bidder shall provide break-up of cost for the first year of operations & maintenance



APPENDIX C – FINANCIAL BANK GUARANTEE

To: 20...

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

Guarantee No: _____ (the Guarantee)

Date of Issue: _____

Date of Expiry: _____

Guarantee Amount: _____

Name of Guarantor: _____

Name of Principal: _____

Penal Sum of Security: _____

We, [●], being the Guarantee issuing bank (the **Issuing Bank**) understand that the following party / parties have responded to the ‘Request for Proposal’ issued by the Government of Sindh, dated [●] in relation to the Contracting-out of DHQ Hospital of Shikarpur (as amended and/or supplemented from time to time) (the **RFP**), by submitting their respective formal proposals / bids:

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

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

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

PKR [●] /- (Pakistani Rupees [●])
(the **Guaranteed Amount**)

at sight and immediately, provided however not later than 1 business day from the date of receipt of the Beneficiary’s first written demand (the **Demand**) at the Issuing Bank’s offices located at [●] or through SWIFT instructions transmitted by the Beneficiary’s bank (i.e. [●]), on behalf of the



REQUEST FOR PROPOSALS

Beneficiary, to the Issuing Bank, such Demand referring to this Guarantee and stating the amounts demanded.

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

This Guarantee shall come into force and shall become automatically effective upon the submission of the Proposal by the Guarantor to the Beneficiary in response to the RFP.

After having come into force, this Guarantee and our obligations hereunder will expire on the earlier of:

- (i) Proposal Deadline + [118 days] (the **Guarantee Original Expiry Date**) provided that, in the event the Issuing Bank has receipt of the Demand on or immediately prior to the Guarantee Original Expiry Date, the Issuing Bank shall honour that Demand; or
- (ii) when the aggregate of all payments made by us under this Guarantee equals the Guaranteed Amount.

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

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

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

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

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



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

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

This Guarantee and all rights and obligations arising from this Guarantee shall be governed and construed in all respects in accordance with the laws of Pakistan. The courts of Pakistan shall have exclusive jurisdiction in respect of any dispute relating to any matter contained herein.

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

Authorized signatory: _____
Date: _____
Place: _____
Authorized signatory: _____
Date: _____
Place: _____



APPENDIX D – POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

NOTES FOR EXECUTION OF POWER OF ATTORNEY

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder (and in case of the Consortium, each member of the Consortium, wherever required) should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *This Power of Attorney shall be notarised with the Notary Public.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Pakistani Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*
- *Please find below the form and substance of the Power of Attorney.*



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“FORM OF POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM”

WHEREAS, the GOVERNMENT OF SINDH, through its HEALTH DEPARTMENT (the **GoS**) has invited bids from bidders for the ‘CONTRACTING-OUT OF DISTRICT HEADQUARTER HOSPITAL OF SHIKARPUR’ (the **Project**) pursuant to the Request For Proposals issued by the GoS (as amended from time to time) and other related documents relating to the Project (the **RFP**);

WHEREAS, _____, _____ and _____ (each hereinafter referred to individually as a **Consortium Member** and collectively as **Consortium Members**) have formed a consortium (the **Consortium**) pursuant to a Joint Bidding Agreement dated _____
[Insert date of the Joint Bidding Agreement, as is required for each Consortium that bids for the Project] for bidding for the Project in accordance with the terms and conditions of the RFP;

AND WHEREAS, it is necessary for the Consortium Members to designate one of them as the ‘**Lead Member**’ with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

WE, _____, having our registered office at _____, M/s. _____, having our registered office at _____, and M/s. _____, having our registered office at _____, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s _____, having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the ‘Competitive Selection Process’ and, in the event the Consortium is awarded the Management Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the GoS, and/or any other governmental agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Management Contract is entered into with the GoS.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.



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IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 20**.

For: _____

(Signature)

(Name, Title and Address)

For: : _____

(Signature)

(Name, Title and Address)

For: : _____

(Signature)

(Name, Title and Address)

Witnesses:

1.

2.

(Executants)

(To be executed by all the Members of the Consortium)



APPENDIX E – DECLARATION

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

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

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

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

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

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

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

Signature:

Position:

Name:

Address:

Power of attorney attached: (YES/NO)

Date:

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



APPENDIX F – NON-DISCLOSURE AGREEMENT

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

STRICTLY PRIVATE & CONFIDENTIAL

[Insert Date]

To:

THE DIRECTOR,
PPP NODE HEALTH DEPARTMENT
GOVERNMENT OF SINDH,
Address: [●].

From:

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

RE: CONFIDENTIALITY AGREEMENT

Dear Sir

This letter sets out the terms and conditions governing disclosure and exchange of Confidential Information (including proprietary information) between the Government of Sindh (the **GoS**) and the Bidder whereby Bidder intends to explore the possibility of entering into a Management Contract for the Project. This letter and such terms being referred to herein shall constitute this “**Agreement**”.

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

- that have been marked as confidential;
- whose confidential nature has been made known; or
- that due to their character and nature, a reasonable person under like circumstances would treat as confidential.
- “**Confidential Information**” shall not include information that:
 - is or becomes publicly known through no wrongful or unlawful act of Bidder;
 - is already in Bidder’s possession prior to its disclosure by GoS;



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- is independently developed by Bidder without the benefit of confidential Information provided by GoS; or
- is received by Bidder from a third party not known to GoS to be under any restriction or an obligation of confidentiality.

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

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

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

For & On behalf of
[Insert Name of Bidder]

.....
(Signature)

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

Designation:

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



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For and on behalf of
GOVERNMENT OF SINDH

.....

Name:.....

Designation:, The Director

PPP Node, Health Department

Address: [●].



APPENDIX G – INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABLE BY THE BIDDERS

CONTRACT NUMBER: _____

DATED: _____, 2016

CONTRACT VALUE: _____

**CONTRACT TITLE: CONTRACTING-OUT OF DHQ HOSPITAL OF SHIKARPUR
PROJECT UNDER PPP MODE**

[*Bidder*] 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 (the GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (i.e. the GoS) through any corrupt business practice.

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

[*Bidder*] 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 the GoS and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty. [*Bidder*] 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 the GoS under any law, contract or other instrument, be voidable at the option of the GoS.

Notwithstanding any rights and remedies exercised by the GoS in this regard, the [*Bidder*] agrees to indemnify the GoS for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the GoS in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [*Bidder*] as aforesaid for the



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purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from the GoS.

**Acknowledged, Accepted & Agreed
For & On Behalf of:**

**HEALTH DEPARTMENT,
GOVERNMENT OF SINDH, through its
duly authorized signatory**

**Acknowledged, Accepted & Agreed
For & On Behalf of:**

**[INSERT NAME OF BIDDER], through its
duly authorized signatory**

.....
(Signature)

NAME:

DESIGNATION:

.....
(Signature)

NAME:

DESIGNATION: