REQUEST FOR PROPOSALS (RFP)

CONTRACTING OUT REGIONAL BLOOD CENTERS (RBCS), IN SINDH
(KARACHI, JAMSHORO, NAWABSHAH, SUKKUR)

VOLUME 1: INSTRUCTIONS TO BIDDERS

[SUNDAY, 16 OCTOBER 2016]

REFERENCE: CONTRACTING OUT REGIONAL BLOOD CENTERS (RBCS),
(KARACHI, JAMSHORO, NAWABSHAH & SUKKUR)

Dear Bidder,

The Health Department Government of Sindh ("GoS"), hereby invites Bids from potential partners to establish performance based Public Private Partnership for '**Regional Blood Centres (RBCs)** at (Karachi, Jamshoro, Nawabshah & Sukkur) with the objective of improving safe blood transfusion in line with international standards through 10 years performance based contracts.
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 + 05
Submission and opening of Proposals (the **Proposal Deadline**)	T+20
Announcement of Preferred Bidder	T + 30
Issuance of LOA	T + 45
Contract Agreement signing (the **Signing Date**)	T+ 60= X
Contract Period	
Fulfilment of Conditions Precedent (the **Effective Date**)	X +40 = Y
Contract Period	10 years from Y

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 on the Proposal Deadline 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.

We would like to thank the Bidders for their interest in this important Project.

All First Stage Technical Proposal must be submitted, as per the instructions provided in this RFP, to:

ATTENTION	**:**	**ADDITIONAL SECRETARY** HEALTH, GOVERNMENT OF SINDH
ADDRESS	:	5th Floor, Building No. 1, Kamal Atta-turk road, Sindh Secretariat, Karachi
TELEPHONE	:	[02199222565 & 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 Regional Blood Centres- RBCs (Karachi, Jamshoro, Nawabshah& Sukkur)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 Proposal and 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/ response 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, subsoil and geology, traffic volumes and all information provided by the GoS or obtained, procured or gathered otherwise, 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 Contract Agreement. The GoS(including its employees, personnel, agents, consultants, advisors and contractors 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.

LIST OF ACRONYMS

AIDS	ACQUIRED IMMUNE DEFICIENCY SYNDROME
AHQH	AGENCY HEADQUARTER HOSPITAL
ADP	ANNUAL DEVELOPMENT PLAN
BCC	BEHAVIOUR CHANGE COMMUNICATION
BTA	BLOOD TRANSFUSION AUTHORITY
BDU	BLOOD DONOR UNIT
DHQH	DISTRICT HEADQUARTER HOSPITAL
EDA	ECONOMIC AFFAIR DIVISION
EPI	EXTENDED PROGRAMME OF IMMUNIZATION
FR	FRONTIER REGION
GOP	GOVERNMENT OF PAKISTAN
GOS	GOVERNMENT OF SINDH
GTZ	GERMAN TECHNICAL ORGANIZATION
GMP	GOOD MANUFACTURING PRACTICES
HIV	HUMAN IMMUNODEFICIENCY VIRUS
HBBB	HOSPITAL BASED BLOOD BANK
IEC	INFORMATION EDUCATION AND COMMUNICATION
KAP	KNOWLEDGE, ATTITUDE & PRACTICE
KFW*	GERMAN DEVELOPMENT BANK
LMP	LABORATORY MANUFACTURING PRACTICES
LMIS	LOGISTIC MANAGEMENT INFORMATION SYSTEM
MOU	MEMORANDUM OF UNDERSTANDING
MDG	MILLENNIUM DEVELOPMENT GOALS
MIS	MANAGEMENT INFORMATION SYSTEM
M	MILLION
NACP	NATIONAL AIDS CONTROL PROGRAMME
N/A	NOT APPLICABLE
NSF	NATIONAL STRATEGIC FRAMEWORK
NBTA	NATIONAL BLOOD TRANSFUSION AUTHORITY
NBTS	NATIONAL BLOOD TRANSFUSION SERVICE
NBTP	NATIONAL BLOOD TRANSFUSION PROGRAM
PMU	PROJECT MANAGEMENT UNIT
PSDP	PUBLIC SECTOR DEVELOPMENT PLAN
RBTC	REGIONAL BLOOD TRANSFUSION CENTRE
SOP	STANDARD OPERATING PROCEDURE
TTI	TRANSFUSION TRANSMISSIBLE INFECTION
TB	TUBERCULOSIS
USAID	UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT
VNRD	VOLUNTARY NON-REMUNERATED BLOOD DONOR
WHA	WORLD HEALTH ASSEMBLY
WHO	WORLD HEALTH ORGANIZATION
* KFW	IS THE ACRONYM OF GERMAN WORDS

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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 10th 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.
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 and the Bidder's Key Individuals.
Bid Price	The present value of Management Fee for the Contract Period quoted by the Bidder in its Financial Bid. For present value calculation, the bidders shall use the discount rate of 8% for the Contract Period.
Bid Security	The security deposit that a Bidder must provide, **either in the form of a pay order or demand draft or bank guarantee** 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 (*Bid Security*).
Business Day	Any day other than Sunday or public holiday in the Pakistan or the province of Sindh, on which banks in Pakistan are generally open for business;
Commencement Date	Has the meaning ascribed thereto in the Draft Management Contract.

TERM	MEANING
Compliant Proposal	Any Proposal submitted by a Bidder that: (i) meets the eligibility requirements specified in this RFP; (ii) meets all 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;
Contract Period	The period commencing from the Effective Date and ending on the date falling on the earlier of: (i) end of 10th annual anniversary of the Effective Date; or (ii) termination of the Management Contract.
Conditions Precedent	Has the meaning ascribed thereto in the Draft Management Agreement
Conflict of Interest	Has the meaning ascribed thereto in Section 1.12 (*Conflict*).
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**.
Draft Management Contract	Volume 2 of this RFP, titled as the "DRAFT MANAGEMENT CONTRACT."
Effective Date	The date on which all of the Conditions Precedent are fulfilled by GoS and the Private Partner and the RBCs are available for operations;

TERM	MEANING
Financial Bid	The financial proposal submitted by the Bidder as part of its Bid that meets the requirements of **Appendix B**.
Government / GoS	Government of Sindh or Department of Health, 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: • Project Director; • Medical Director; • Operations Manager; •
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 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
Management Fee	Means the service charges claim for the entire Contract Period by the Bidder in the Financial Bid, payable by the GoS as ascribed in the Management Contract.

TERM	MEANING
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.
Performance Security	The security deposit that the Preferred Bidder must provide in advance each year and renewed every year during the Contract Period, either in the form of a pay order or demand draft or 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 Management Fee for the relevant year.
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: 18th October 2016 at 11:00 am in the Committee Room of Health Department, 6th Floor, Building No. 1, Sindh Secretariat, Karachi
Preferred Bidder	The Qualified Bidder who submits Compliant Proposal and is selected to undertake the Project 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: • 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, *inter alia*, for the purposes of entering into the Management Contract with the GoS;
Project	contracting-out of RBCs in Sindh province;

TERM	MEANING
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 submits Compliant Proposal and secures more than or equal to 70 marks in Technical Proposal.
RFP / Request for Proposals	This Request for Proposals and all volumes, appendices, and addenda thereto, including: • Volume1 – Instructions to Bidders • Volume 2 – Draft Management Contract
Security Deposit	Security Deposit means (i) Bid Security, which is to be submitted by all the Bidders; and (ii) Performance Security, which is to be submitted by the Preferred Bidder
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 and PPP Act, 2010, 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.

Information for Bidders

INTRODUCTION

- The Government of Sindh seeks participation of private sector in quality health care service delivery to public, ensuring equitable and sustainable access. It is envisaged that the management of public sector healthcare facilities is handed over to private sector with the expectation that private sector expertise and know how in the field will bring a visible change in these institutions and offer quality services at affordable prices.

- In this regard, the Health Department, Government of Sindh intends to evolve performance based Public Private Partnership (PPP) for Karachi 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 Regional Blood Centres (RBCs) in Sindh.The Assets under these contracts will strictly remain that of the Government of Sindh and the collaborating organization will be responsible to ensure proper & Periodic maintenance of equipment, building and other resources

- 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. The Health Department Government of Sindh (GoS) has constructed four state of the art Regional Blood Centres- RBCs (one each at Karachi, Jamshoro, Nawabshah& Sukkur) with the assistance from KfW-German Development Bank. The purpose of these 04 RBCs in Sindh is to setup Safe Blood Transfusion System along the lines of international models by strengthening its organization and physical structure in the province which enables safe blood transfusions. The RBC's will collect, process and distribute blood and blood components to the Hospital Blood Banks- HBB's (Public and Private).Under the blood safety reform programme, the HBB's will then dispense blood to the patients. The attached HBB's will be placed under the financial and administrative control of the respective RBC administration to ensure timely supply of safe blood. One of the principle goals is also to bring a paradigm shift from replacement /exchange donors provided by the patient's families to voluntary blood donations in a gradual course of time. The reform of the blood transfusion system will particularly benefit low-income population groups in both rural and urban areas.
  ii. In this regard The Health Department Government of Sindh (GoS) is seeking collaboration with the private sector towards the overall objective of improving safe blood transfusion along the international standards in the province. This is visualized to be an Operation and Management Performance based Contracts on the basis of a package of services and standards. The Assets under these contracts will strictly remain with the Government of Sindh. The collaborating organization will be responsible to ensure proper & Periodic maintenance of equipment, building and other resources.

- 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 Contract Agreement for the Project. Further details on the scope of work can be found in this RFP.

- 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**).

- 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**).

- 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 implementing 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).

- The Bidders will be given the opportunity to discuss their comments and suggested changes to the Draft Contract Agreement 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.

- Based on the comments and suggestions of the Bidders that are acceptable to the GoS in its sole discretion, a revised version of the RFP and Draft Contract Agreement may be distributed to the Bidders, reflecting the changes that are accepted by the GoS, entirely at the GoS's discretion. In case of any inconsistencies, the order of precedence shall prevail.

- The Bidders, as a response to this RFP will prepare their Proposals, which shall contain their technical proposal for the Project. The Bidders, in their Proposals can propose any revision, deletion, modification or addition to any aspect of the Technical Specifications or the evaluation criteria.

- The GoS shall evaluate all the Proposals and may, after consultations with all the Qualified Bidders, revise, delete, modify or add any aspect of the Technical Specifications or the evaluation criteria.

- 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.

- 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.

- 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.

- 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.

AWARD OF CONTRACT

- It is anticipated that 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 Agreement (as the Private Partner) for the purposes of the Project.

- Technical Proposals from the Bidders will be evaluated on the basis of the criteria specified in **Section 2.6**(*Evaluation Criteria*). GoS intends to select such Bidder as the Preferred Bidder that, inter alia, submits a Qualified Bidder with the lowest Bid Price Management Fee required by a Bidder for implementing the Project. GoS intends to select such Bidder as the Preferred Bidder

that, inter alia, is a Qualified Bidder with the lowest Bid Price Management Fee required by a Bidder for implementing the Project.

STRUCTURE OF THE RFP

- This RFP contains the following two volumes and their respective appendices and schedules:

  a. VOLUME 1: INSTRUCTIONS TO BIDDERS; and

  b. VOLUME 2: DRAFT CONTRACTAGREEMENT.

NO OBLIGATION TO SELECT OR PROCEED

- 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 itis 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

COSTS AND EXPENSES INCURRED BY THE BIDDERS

- 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).

DOCUMENTS

- Bidders must prepare and submit their Proposalsin full compliance with the requirements of this RFP together with the submission of the documents, forms and instruments required for submission by this RFP.

- Bidders requiring any clarification regarding the RFP and/or any documents / forms and instruments shall participate in the Pre-Bid Conference

- 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 SPPRAin the same manner as initially published and the same shall be binding on them. The GoS may, at its sole discretion, extend the deadline for the submission of Proposals.

- 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.

- SUBMISSION OF THE PROPOSALS

.1..1 Each Bidder shall submit only one Proposal, which includes one original technical proposal and four (4) hard copies of each, with one soft copy (on CD/ DVD/ USBs) 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" with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL". If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for disqualifying the Proposal as Compliant 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 Bid which contains a Bidder who submits or participates in more than one Bid shall be disqualified for Compliant Proposal.

.1..2 The original and each copy of the technical proposal 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..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..4 The completed Proposals shall be delivered on or before the time and date stated in the Data Sheet, i.e. on or prior to First Stage Proposal Deadline, and the Proposals will be opened by the TFEC within one (1) hour following the First Stage Proposal Deadline.

.1..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 In case of a Consortium, a Joint Bidding Agreement shall also be submitted by the Bidders, specifically appointing aLead Member of the Consortium.

.1..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..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.

- **SELECTION OF THE PREFERRED BIDDER AND ANNOUNCEMENT**

.1..1 EVALUATION OF PROPOSAL AND ANNOUNCEMENT OF QUALIFIED BIDDERS

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) Valid Registration with (any medical body, if applicable) SECP or other regimens under the specific laws of the country. The Bidder shall submit with the Bid the document of registration of the business entity.

(ii) Registration with Sindh Revenue Board or relevant tax authority.

(iii) The Bidder is not black listed by any department of Government of Sindh. An affidavit from the Bidder shall be signed and submitted with Technical Proposal (In case of Consortium, every member firm of the Consortium shall provide affidavit)

(iv) The Bidder has experience of operations & management of at least one (1) / relevant safe blood transfusion centre with availability of technical manpower.

(v) Preference will be for potential Health Service Providers backed by philanthropy/ innovative ideas of funds generation and financing the cost of improved health service delivery;

(vi) 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;

Once the evaluation of the Proposals is completed, the Compliant Proposals and First Stage Qualified Bidders will be announced and a Notice of Selection of the First Stage Compliant Proposals will be sent to all First Stage Qualified Bidders.

- **FINALIZATION OF THE TRANSACTION**

Once the Preferred Bidder is announced the GoS shall issue a Letter of Award (the Letter of Award or LOA) to that Preferred Bidder, which shall require that Preferred Bidder to accept the LOA within seven (7) Business Days from its issuance. Issuance of the LOA shall be subject to the necessary recommendations of the TFEC.

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 one of the a Conditions Precedent to the effectiveness of 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 ofat 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 Management Fee of the relevant year 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 RFP and 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.

POTENTIAL CHANGES TO OR TERMINATION OF THE CONSULTATION & SELECTION PROCESS

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.

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.

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

In the event that the GoS rejects or annuls all the Bids, it may, at its discretion, restart the Consultation and Selection Process.

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.

NO CONTRACT

- No contract whatsoever is created by or arises from this RFP (with the exception of theCommitment Form found in **APPENDIX E**), which, under no circumstances, constitutes an offer to enter into a contract with any party whatsoever.

- 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.

NO COLLUSION

- 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.

- GoS reserves the right to disqualify any Bidder that, in GoS's opinion, has engaged in collusion in connection with the Project.

NO LOBBYING

- 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.

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

NO CLAIMS

- 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 Contract Agreement or any other activity related to or arising out of this RFP.

NO CONFLICT

- 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 of the Bidder, 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 5% of its paid up and subscribed capital; or

  b) a constituent of such Bidder is also a constituent of another Bidder; or

c) such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder (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.

- A Bidder shall be liable for disqualification and forfeiture of its Bid Security or Performance Security, as the case may be, 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 Contract Agreement.

  In the event any such adviser is engaged by the Preferred Bidder or the Concessionaire, as the case may be, after issuance of the LOA or execution of the Contract Agreement, then notwithstanding anything to the contrary contained herein, or in the LOA or the Contract Agreement, 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 Contract Agreement, as the case may be, shall be liable to be terminated without the GoS being liable, in any manner whatsoever, to the Preferred Bidder or Concessionaire for the same.

CONFIDENTIALITY

- 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.

- All information supplied by GoS in connection with the RFP, 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.

- 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.

- 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*).

DATA SHEET

INFORMATION FOR BIDDER

Background/ Introduction

Blood transfusion services are an integral part of the health-care system. Millions of lives are saved each year through blood transfusions. Provision of safe blood and blood components is the responsibility of the national health care system. Safety of blood has assumed greater importance and relevance in developing countries where HIV, hepatitis B and hepatitis C are becoming diseases of greater public health importance. Moreover, complications during pregnancy and childbirth, severe childhood anaemia, and rising road traffic injuries have put extra demands on blood transfusion services.

Transfusion safety is a priority in the Pakistan Health Policy 2001 and is discussed in the Key Area1 "To reduce Widespread Prevalence of Communicable Diseases i.e. EPI cluster of childhood diseases, TB, Malaria, Hepatitis-B, C and HIV-AIDS.: implementation modality 1.1.8 "promotion of Safe Blood Transfusion." The Vision 2030 is the overarching vision document for development in Pakistan. This project draws guidance from the following sections of the Vision 2030 document

Section 3.4, A Healthy Nation: The Vision 2030 document seeks to control communicable diseases including HIV/AIDS in a social development paradigm.

In the Vision 2030 document, there is a strong focus on eliminating TTIs like HIV that spread through transfusion of contaminated blood and blood products. Other principles that are followed from the Vision 2030 are coordination of medical (and other) research, balanced development of workforce and sharing of key lessons in health (related to safe blood transfusion) regionally and internationally. Equity, gender, justice, quality assurance and community involvement that are stressed for development in Vision 2030, are the important aspect of the project. The needs of the poor, women and children are a priority area in the Vision 2030 and are specific focus of interventions in this project. An effective and resourceful regulatory system is stressed in the Vision 2030. The project has focused to provide guidance, accountability and transparency to the system.

Universal access is outlined in the Vision 2030 document. The project draws on this and the Provincial Health Department commitment to make blood available as it is a vital health-care resource, routinely used in a broad range of hospital procedures and despite the availability of certain blood substitutes, human blood makes blood transfusion the most efficient supportive treatment for a wide variety of medical conditions.

There is considerable emphasis on capacity building in all the spheres of transfusion medicine in this project. It seeks to address the critical shortages in skilled workforce outlined in the Vision 2030 document.

Knowledge, research and evidence based policy are cross cutting themes across the many activities outlined in this project and are consistent with the principles of the Vision 2030.

- The National Blood Policy aims to establish a National Blood Programme that strives to meet, in equitable fashion, on non profit basis, all of the rational needs of the patient population throughout the country, on a regular basis, at minimal cost, with minimal waste and with optimal safety and efficacy. National Blood Policy has also provided a direction for setting-up National Blood Transfusion Services. National Safe Blood Transfusion Project, within the framework of the National Blood Policy, shall: Aim at collection of blood donations only from voluntary, non-remunerated donors who meet the laid down national standards for the blood donors, in such a way that the health and well being of the donors, recipients and healthcare workers are safeguarded; be responsible for collection of whole blood and preparation of blood components;

Ensuring quality in the entire process. National Strategic Framework (NSF) for safe blood transfusion has now been revised and the new NSF 2008-12 has been submitted to the Health Ministry for endorsement. The basic purpose of formulating an NSF in the light of National Blood Policy was to enhance and build up the blood transfusion services in the country to meet the nation's routine and emergency requirements. The document is envisioned to guide the wide range of partners who are or could be involved in the service. The document provides fundamental principles and identifies clear priority areas group into 4 clusters:

Cluster 1 – Organization, Structure and Management (governance)
Cluster 2–Resources (human, education, facilities, consumables and equipment, quality system and quality management)
Cluster 3 – Core business (collection, processing and testing, storage and distribution, clinical use)
Cluster 4 – Sustainability and improvement of processes (monitoring and evaluation, statistics, needs assessments, medium and long term planning.
The project is based on NSF 2008-12 and includes all the four clusters.

Blood Safety Legislations: The existing provincial legislations is enforced as SAFE BLOOD TRANSFUSION ACT 1997A National Steering Committee, headed by the Federal Secretary Health has been constituted and is enclosed at Annex-16. It will eliminate overlapping in the programme activities and to oversee implementation of the programme.

Overview of Blood Safety
According to the WHO, safe blood transfusion is a universal human right and provision of safe blood and blood components is the responsibility of the national health care system. Safe blood means blood that will not cause harm to the recipient and that has been fully screened and is not contaminated by any blood-borne disease such as HIV, hepatitis, malaria, or syphilis; is free of infections or contamination due to drugs or other chemical substances; is used within the specified time period and stored in the right conditions, correctly labelled, and properly sealed.

Situation In Pakistan

- In Pakistan, according to USAID, only 50 percent of the 1.5 million blood bags are screened (Final Report for the IMPACT Project in Pakistan, Oct 2002-Sep 2007). About 50% of transfusions are being given in the private sector. As per the WHO criteria, 6-16 units (average of 11 units) of blood are required per hospital bed. At the existing levels, shortage amounts to as much as 40%. The problem is further compounded by inappropriate use of blood which is up to 25-45% without separation into its components, with 80-85% of blood being used as whole blood. According to International Red Cross if blood was used more appropriately, the number of transfusions could be brought down by 30%. Different studies conducted in Pakistan showed that the seroprevalence of HIV infection was very low, while HCV infection was in the range of 2%-6% and HBV infection in the range of 3%-7% among replacement and voluntary non remunerated donors (Mujeeb& Pearce 2008; Mumtaz et el.2002; Asif, Khokhar&Ilahi 2004).

A number of factors are responsible for the poor blood transfusion services and as a result unsafe blood transfusion practices in Pakistan. Pakistan has a fragmented blood transfusion system which is poorly regulated. The large and medium size hospitals have their own blood banks which cater to the hospital needs. In addition, private blood banks also operate with varying standards of service. This highly fragmented and non-professional delivery system poses high risks for all the stakeholders involved that includes the donors, the professional personnel and the patients. According to Sibinga Report (2005), most of the blood transfusion facilities have inadequate physical space, unhygienic and overcrowded environment, poor quality of donors, sub-standard material supplies, lack of privacy and confidentiality, obsolete and non-functioning equipment, lack of valid reagents, poor storage facilities, unsatisfactory screening for transfusion transmittable infections, highly unsafe waste management and inappropriate to complete absence of documentation and archiving. Latent resistance and pessimism among the blood transfusion professionals combined with inconsistent and substandard supplies of consumables and reagents result in inconsistent processes and procedures in most of the centres. Documentation is mostly manual, cumbersome, and haphazard with much duplication.

Adequate financial resources are lacking. Medical equipment, including intravenous bags, syringes and other items, are frequently reused. The bio-safety practices in both the public and private sector blood banks require immediate attention (IRIN Asia, 2008). The necessary training and refresher courses on the subject are inadequate, leading to absence of a cadre for blood transfusion personnel. (SoSec, Round-2 Report, 2007). Another difficulty in Pakistan is the absence of a planned system of donor motivation, recruitment and retention and therefore some reliance on paid / professional donors who donate blood for money. Adequate stocks of safe blood can only be assured through regular donation by voluntary unpaid blood donors, because the prevalence of blood borne infections is lowest among these donors.

Quality assurance and accreditation system of the testing and processing procedures is practically non-existent, particularly in the private sector, receiving blood transfusions is a matter of risk for many patients in Pakistan.

In this regard some efforts have been made. At federal and provincial levels, Blood Transfusion Authorities (BTAs) have been formed. However, the desired impact had not yet been evidenced, as the fragmented blood transfusion system promotes uncoordinated blood transfusion. The working of these BTAs was hampered by the Fact that the exact number of private blood banks is not known;

Despite provision of adequate financial, administrative and logistic support, there is lack of integrating efforts from stakeholders.

Lack of commitment and poor cooperation on the part of non-governmental and private organizations.

Project Objectives

- Nationwide Quality access to safe blood for transfusion by establishing a well-organized, nationally coordinated blood transfusion service which will function through a nationwide network of Regional Blood Transfusion Centres (RBTCs) linked to existing Hospital Based Blood Banks (HBBBs).

- Collection of blood will be only from voluntary non-remunerated blood donors (VNRD), at low risk of acquiring transfusion-transmissible infections (TTIs) ensuring 100% quality assured testing of all donated blood for TTIs including Human Immunodeficiency Virus (HIV), Hepatitis B and C virus, syphilis, malaria and blood group serology, compatibility etc.

- Promotion of rational and appropriate clinical use of blood.

- Promotion of principles of 'haem vigilance'.

- Develop human resource (technical and managerial) to ensure adequate numbers of qualified and trained staff in the blood transfusion field.

Project Background

To introduce uniformity and standardization in the quality of blood and blood products supplied and optimization of the scarce financial and manpower resources, a coordinated approach for blood supply system consisting of a network of Hospital Based Blood Banks (HBBBs) supported by Regional Blood Transfusion Centres (RBTCs) needs to be introduced in country, as practiced globally and recommended by the WHO. The Ministry of Health has therefore decided to launch a blood safety project in the country with the collaboration of the German Government.

In 2004, the NACP submitted a proposal to the Economic Affairs Division (EAD), within the framework of Pakistan-German Official Cooperation, to enhance blood safety in Pakistan. The proposal was in response to the German government's offer of availability of funds for HIV prevention through safe blood transfusion. A sum of 15M Euros (Financial Component) has been made available through the German Development Bank (KfW). Additionally, technical assistance through the German Technical Cooperation (GTZ) worth 2.0 M Euros is also committed for nationwide implementation of the project.

Proposed Structure

The proposed "National Safe Blood Transfusion Service" (NBTS) is consistent with the internationally recommended blood transfusion system advocated by the WHO. This model ensures nationwide universal access to safe and efficacious blood to all and is followed in all the developed countries that have a national blood transfusion system. This system has also been successfully adopted in developing countries including regional countries like Iran, Sri Lanka, and Gulf states etc.

The proposed NBTS will be independent and fully responsible for establishing an efficient and safe blood transfusion system. The NBTS will govern a network of Regional Blood Transfusion Centres (RBTCs). Each RBTC will be linked with a number of Hospitals Based Blood Banks (HBBBs) in its vicinity.

The RBTCs will generate blood and blood products and will also serve as storage and distribution centres of blood and blood components. All these activities will be conducted in line with the principles of Good Manufacturing and Laboratory Practices (GMP & GLP). Essentially the role of these Centres will concern mobilization of non-remunerated voluntary blood donors, collection of blood donations, its processing, screening, component preparation and storage. Development of a system of traceability through proper identification and record maintenance as well as surveillance of adverse reactions, reagents standardization and evaluation also falls in the domain of these Centres.

The respective RBTC will feed its linked HBBBs with blood components according to their needs and requirements. Supply of Blood and Blood components will be sole responsibility of RBTCs. This will be done by fully equipped cold chain vehicles, which will visit each HBBB at least once a week. If any HBBB will need Blood or Blood components earlier than scheduled visit, the concerned RBTC will make sure to supply the required number of Blood units to that HBBB within due course of time.

The role of the HBBBs will thus be primarily focused on patient oriented transfusion medicine functions, namely; storage, distribution and compatibility testing and haem vigilance.

At the conclusion of the life of the Project shall be submitted to Finance Division / Planning Commission and all the human resource (National Headquarters, RBTC) shall be put on regular footings (recurrent budget).
Implementation Procedures: Civil Works and Equipment Purchase and Fund Flow

Mechanism:
It is appropriate that medical equipment as well as the consulting services to be tendered internationally (including Pakistan) and non-medical equipment and the civil works to be tendered nationally. All tenders will be undertaken according to KfW procurement guidelines Issued by Federal Government and Federal PMU in mutual partnership with the respective Provincial/Regional Governments.

Disbursements of funds for the infrastructure, equipment and consultant contracts will be done directly from KfW to the contractors upon request of the Project Executing Agency (PEA) and with consent of the Consultant. Further smaller sums will be handled through the reimbursement mechanism. The details will be outlined in the "Separate Agreement" of the Project to be signed between KfW and the Federal Government in mutual consultation with provincial/Regional Government. For synergy reasons, the federal PMU will act as a service entity for the provinces while ensuring that the provincial interests are fully reflected; this means, for instance, that the federal PMU will prepare the draft tender documents in association and mutual consultation with relevant provincial/Regional governments, and handle the contracting process jointly, after the bidding documents have been reviewed and approved by the provinces. The implementation details, based on above outlines, to be further elaborated and to be decided by the Project Steering Committee at the federal level.

The National Blood Transfusion Service for Sindh Province

During first phase of Project (2009-13) four RBTCs have been established in Sindh Province, one each in Karachi, Hyderabad, Sukkur and Nawabshah. The RBTC Karachi will have a capacity for collection of 50000 donations of blood bags annually while RBTC Hyderabad, Sukkur and Nawabshah will collect 20000 blood bags annually. Each of these RBTCs will have six hospital based blood banks (HBBBs) attached to it.

Eventually, the new system will cover the entire Province over a period of next 10-15 years, thereby, replacing the existing Blood transfusion system entirely in the province. Until such time, the existing system would continue to function and the two systems will co-exit.

Regional Blood Transfusion Centres

Construction of Regional Blood Transfusion Centres: The RBTCs will be established on land provided by the provincial Government at Karachi, Hyderabad/Jamshoro, Sukkur and Nawabshah. Karachi RBTC is built on an area of 14780 sqft and remaining three centres are built on an area of 10300 sqft each.

The proposed HBBBs attached to these RBTCs are as under:-
1. RBTC Karachi will have HBBBs in SG Hospital Lyari , Sindh Govt Hospital Saudabad, Civil Hospital Karachi, Sindh Government Hospital, Liaquatabad, SG Hospital New Karachi and Sindh Government Hospital, Korangi
2. RBTC, LUMSH Jamshoro will have HBBBs in LUMS Hospital City branch Hyderabad, Shah Bhittai Hospital, Latifabad Hyderabad, Civil Hospital Thatta, Civil Hospital Badin, Civil Hospital Mirpurkhas and DHQ Hospital UmerKot
3. RBTC, Civil Hosp: Sukkur will have HBBBS in CMC Hospital Larkana, DHQ Hospital KamberShahdadkot, Civil Hospital Khairpur Mir's, RBUT/Civil Hospital Shikarpur, Civil Hospital Jacobabad, and DHQ Hospital Ghotki.
4. RBTC, PMC Nawabshah will be having HBBBs in Institute of Health Shahdadpur, Civil Hospital Dadu, Civil Hospital NausheroFeroz, Civil Hospital Sanghar, THQ Hospital, Moro and THQ Hospital Khipro.

Statistical Significance of RBTCs
Since this is first phase of the project, and at the initial stage it may not be practical to launch the newly designed system in all 23 Districts of Sindh. But all efforts have been made to provide services of safe and healthy blood and Blood components to maximum number of people. That is why 4 RBTCs have been proposed for those cities, where teaching Hospitals are situated and need for Blood and Blood components are higher than any other city of the Sindh. By doing this service efficiency will improve and rationale use of Blood and Blood products will be improved. With this, HBBBs are also proposed as a functional link to almost all hospitals having substantial need for blood / blood products. In next succeeding phase the network will be extended to all Districts and Taluka also as per need and priority basis.

Service Delivery
In order to ensure supplies of blood and blood products manufactured in complete compliance with Good Manufacturing Practice (GMP) and Good Laboratory Practice (GLP), the functions of the RBTCs will include:

- Adoption of recommended screening protocols
- Adequate training of technical staff
- Implementation of Logistic Management Information System (LMIS) for centralized procurement, supply, storage and distribution of reagents and materials to ensure continuity in testing and processing
- Screening for TTIs, 100% component preparation and compliance with GMP and GLP, and validation for quality assurance by adoption of recommended screening protocols
- Maintenance of appropriate documentation at all levels including monitoring compliance for haemovigilance at the recipient level
- Maintenance of an effective cold chain for the storage and transportation of blood and blood products to be supplied to the HBBBs
- Donor management

There will be establishment of a Blood Donor Unit (BDU) at the RBTC and scaling up the collection of existing blood transfusion facilities through the functioning of this unit. The BDU will develop strong linkages with organizations having experience and community interface for motivation and recruitment of voluntary donors and blood collection drives. This Unit will coordinate its activities through partnerships with the well reputed non-governmental organizations like Hussaini Blood Bank, Fatmi Foundation, Pakistan Red Crescent Society (PRCS) etc. The unit will adopt international Standard Operating Procedures/guidelines for donor recruitment and retention and training of staff in the blood donor unit. The Unit will maintain educational material and appropriate registration of VNRDs in addition to carrying out the functions of donor selection/screening, deferral, care, confidentiality and referrals.
All materials, training and I.E.C component will be arranged jointly by Federal PMU and provincial PMU

- **Refurbishment of Hospital Based Blood Banks**

  The identified HBBBs will be strengthened to adapt them to their new role. There will be expansion and remodelling of the existing buildings/area/rooms of the HBBBs and necessary equipment will be funded out of FPA-funds. The refurbishment is expected to be completed during 2nd year of project.

- **Development and Implementation of Central Information Centre (CIC)**

  The National PMU will be responsible for collecting data on blood donors, blood collections and blood components made, adverse transfusion reactions, TTIs, number of discarded blood bags, rare blood groups and blood dyscrasias etc. For this purpose, a central information system will be established at the National Headquarter of NBTP which will be linked with the provincial headquarters of the NBTP, which in turn will gather data from all the linked RBTCs and HBBBs. Data will be collected through developed tools. HBBBs will send report on prescribed performa to RBTCs, they will compile and send these reports to provincial PMU.

- **Support for Blood Transfusion Authorities (BTAs)**

  The RBTC at Karachi will also house the offices of the Provincial Blood Transfusion Authority (PBTA), a regulatory body that is responsible for regulating both the public and private sector blood banks. Although housed at the RBTC, it will work independently and will report directly to the Health Department.. Support to BTAs will be provided in the form of office space,. Furniture, computers, trainings and vehicles will be provided by the GTZ.

- **THE ASSIGNMENT**

The assignment is management contract of the Project. The government of Sindh seeks collaboration with the private sector towards the overall objective of improving safe blood transfusion along the international standards in the province

- **PROJECT DESCRIPTION**

  .1..1 The Project involves operations and maintenance of the RBCs. It is currently envisaged that the term of the Private Partnerwill be for the Contract Period.

.1..2 Following the expiry of the Contract Period, ownership of the Project related assets will be transferred to the GoS. The Contractwill be awarded through a Competitive Selection Process open to local bidders.

- PRE-BID CONFERENCES

.1..1 The Pre-Bid Conferences will be held at:

VENUE: COMMITTEE ROOM, 6TH FLOOR, HEALTH DEPARTMENT, BUILDING NO. 1, KAMALATTA-TURK ROAD, SINDHSECRETARIAT, KARACHI

.1..2 All such queries and clarification bearing reference of the Project shall be delivered at:

ATTENTION[DR,AHSAN ULLAH WAZEER
DIRECTOR PPP-NODE]

ADDRESS :[6TH FLOOR, HEALTH DEPARTMENT, BUILDING NO. 1, KAMALATTA-TURK ROAD, SINDH SECRETARIAT, KARACHI
]

.1..3 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.

.1..4 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.

.1..5 The GoS, however, reserves the right to call any additional Pre-Bid Conferences, if it so desires to.

- PROJECT LIAISON

.1..1 The contact details for the primary person designated for this RFP are:

HEALTH DEPARTMENT **ATTENTION** : SECTARY HEALTH **DESIGNATION** : DIRECTOR. **PHONE** : [●]. **ADDRESS** : [6thFLOOR, A.K. LODHI BLOCK, KAMAL ATTA-TURK ROAD, SINDH SECRETARIAT, KARACHI].	PPP UNIT, FINANCE DEPARTMENT **ATTENTION** : MR.MUHAMMAD DANISH **DESIGNATION** : DIRECTOR PPP **PHONE** : 021-999222193 **ADDRESS** : 7TH FLOOR, A.K. LODHI BLOCK, KAMAL ATTA-TURK ROAD, SINDH SECRETARIAT, KARACHI
PPP NODE, HEALTH DEPARTMENT **ATTENTION** : DR.AHSANULLAHWAZIR	

DESIGNATION : DIRECTOR. **PHONE** : [021-99222565]. **ADDRESS** : [Women Resource Center, Near Naval Heights, Kala Pul, Karachi].	

- BID SUBMISSION: TIME AND PLACE OF DELIVERY

  All Proposals shall be submitted in a sealed envelope no later than **12.00 noon PST** on the First Stage Proposal Deadline to the following address and marked for the attention of:

  ATTENTION : Additional Secretary (Technical), **HEALTH DEPARTMENT**

  ADDRESS :Additional Secretary (Technical), Health Department, 6th Floor, Building No. 1, Sindh Secretariat, Karachi

  TELEPHONE : [021-99222565]

- Proposals received after 12.00noon (PST) on the First Stage 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.

- The sealed envelope shall include one original technical proposal and four (4) hard copies of the same, with one soft copy (on CD/ DVD/USBs) and shall also include other supporting documents and forms, as identified in this RFP and as per the guidelines given in the Data Sheet.

BID VALIDITY

- The Proposal shall remain valid and open for acceptance 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.

- 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.

OPENING OF THE PROPOSAL

- The TFEC will open the Proposal at the office of Additional Secretary (Technical), 6thFLOOR, A.K. LODHI BLOCK, KAMAL ATTA-TURK ROAD, SINDH SECRETARIAT, KARACHI Health Department, Government of Sindh in the presence of Bidders or their authorized representatives who choose to attend, at a Proposal opening meeting at 12.00 pm on the Proposal Deadline.(November 02, 2016)The Bidders' representatives who are present shall sign a register in evidence of their attendance.

- The GoS will examine the Proposal to determine whether they are complete and responsive in all respect.

- The GoS shall prepare detailed minutes of the Proposal opening for transparency and its own record in accordance with the applicable laws.

- 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.

- 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 Concession, will result in the rejection of that Bidder's Proposal.

TECHNICAL AND FINANCIAL EVALUATION COMMITTEE (TFEC)

- The Proposals will be evaluated by a TFEC constituted in accordance with the applicable laws. The TFEC will select such Bidder as the Qualified Bidder, in accordance with Section 1.6.6.1 and 2.6.10

PROPOSAL EVALUATION PROCESS

- The Proposal 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 not be treated as Compliant Proposal. The Proposals shall be evaluated based on criteria set out in this RFP section 1.6.6.1 and 2.6.10.

EVALUATION CRITERIA

- 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.

- The TFEC will select that Bidder as the Qualified Bidder, who meets the criteria set out in section 1.6.6.1and submits a Compliant Proposal and secures 70 marks out of 100 on evaluation of Technical Proposals

- The Proposal must be submitted at the place and by the deadline specified in Section 2.1.6.

- The Commitment Form, with no amendments or changes thereto, must be signed by the Bidders and its Members.

- Duly passed resolutions giving the representative of the Bidder (and each of its Members, in case of a Consortium) signing authoritymust 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.

- The declaration, 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 their Members.

- The Integrity Pact, identical in form and content to the one found in **Appendix H**, with no amendments or changes thereto, must be signed by the Bidder and the GoS.

- The Bidders must provide the Bid Security with thefinancial proposal submitted in the Second Stage Proposal described in Section 3.2 (*Bid Security*). If a Bidder submits Bid Security in the shape of the financial bank guarantee, it must be fully compliant with the form of the same attached hereto at **APPENDIX C**.

- 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.

- COMMERCIAL COMPLIANCE EVALUATION CRITERIA

  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 Compliant Bidder must be an incorporated body or another type of legal entity.

  c. The Proposal must contain a detailed description of the Bidder, as specified in Section 3.1 (*Information Concerning the Bidders*).

  d. Participants and Key Individuals must be employees of the Bidder.

  e. Proposals must not be conditional.

- A technical proposal must satisfy the following conditions in order to be considered compliant:

  a. It must contain all of the information specified in Section 3 (*Standard Proposal Forms*).
  b. This evaluation is neither comprehensive nor a complete verification of technical compliance with the specifications of the ContractAgreement.

- 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 Proposal. The requirements set out below shall be submitted by First Stage Qualifying Bidders in the second stage of Competitive Selection Process. The financial proposal of only those Second Stage Qualified Bidders shall be opened, whereas, the financial proposal of Second Stage non-compliant bidders shall be returned back unopened.

  a. It must contain complete information requested in **APPENDIX B**.

It must contain the Bid Security described in Section 3.2 (*Bid Security*).

- . **SCORING CRITERIA – EVALUATION OF TECHNICAL PROPOSALS FOR SECOND STAGE**

  - 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 Safe Blood Transfusion services) (Form 1 and 2)		45
2.	Project methodology (Form 3)		30
	i.	clear approach in terms of establishing mechanisms to be responsive for community needs	*2*
	ii.	Understanding of the environmental and quality management aspects of the Project&Waste Management	*2*
	iii.	Community based approaches and referral system	*2*
	iv.	Execution and plan for proper record of Donors ,assessmentand mobile collection units	*2*
	v.	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 ContractAgreement)	*2*
3.	Activity schedule and manpower induction schedule (Form 6 – 9)		5

4.	Key specialist team (Form 5)	20
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. Director Health (s) (At least 2) (At least MBBS), 20years experience, 10years of experience in relevant capacity to head relevant health facility)	10
i. Health Specialist: Must be headed by a Clinical Pathologist/ Haematologist with at least 7 years relevant experience	*5*
ii. Operations Manager (at least MBBS and/or MBA), 15 years overall experience, 10 years relevant experience in operation & management of health facilities	5
(Acceptance of Appointment Letter and proof of last 4 months salary drawn from the Bidder)	

Note on Scoring Criteria:

1. STRUCTURE OF CONSORTIUM, ITS TECHNICAL CAPABILITY AND EXPERIENCE OF DELIVERING HEALTH SERVICES	**45**
i) Experience of management of relevant health facilities and delivery of essential package of health services	***20***
i) 2 to 4 Health Facilities	*5*
ii) 5 to 9 Health Facilities	*10*
iii) 10 to 14 Health Facilities	*15*
iv) 15 or more Health Facilities	*20*
ii) Experience of service delivery in Safe Blood Transfusion Services	***15***
i) 2 Projects	*7.5*
ii) 4 or above Projects	*15*
iii) Average Annual Turnover during last three years	***10***
i) less than PKR 200 million	*3*
ii) PKR 200 million to PKR 500 million	*6*
iii) PKR 500 million or above.	*10*

- **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.

OTHER CONSIDERATIONS

- 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.

- 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 Proposals 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.

CLARIFICATION OF PROPOSALS

- The TFEC may, at its discretion and not mandatory, during the evaluation process after the First Stage Proposal Deadline, invite one or some of the Bidders to provide a presentation or clarification of its Proposal, either in writing or by meeting directly with the TFEC. The TFEC may consider such presentations and clarifications in the evaluation of a Proposal.

- Except upon invitation and request from the TFEC, no additional information may be submitted after the First Stage Proposal Deadline. The TFEC will have no obligation to request a Bidder to provide missing or deficient information.

SELECTION OF PREFERRED BIDDER

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

STANDARD PROPOSAL FORMS

INFORMATION CONCERNING THE BIDDERS

- 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 e-mail address of all key staff members;
- Incorporation details, including corporate charter and registration of business entity, 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 in shape of tax registration 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 Partnerin 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 5 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.

- 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.

- 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.

- INTELLECTUAL PROPERTY RIGHTS

The Bidders must provide a list of intellectual property rights together with the assignments and transfers and the licenses of intellectual property rights for all concepts, ideas and property developed or incorporated, in any manner, in the Bidder's Proposal, including copyright, inventions and other intellectual property rights and in respect of which it is or is not the owner of the intellectual property rights.

- 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.

BID SECURITY

- A Proposal submitted by each Bidder must be accompanied by a Bid Security in an amount equal to one(1%) percent of the Bid Price 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 of pay order, demand draft or bank guarantee. If a Bidder submits Bid Security in the form of bank guarantee, then it should be in in the form and substance as attached hereto as **APPENDIX C**.

- The Bid Security submitted by the unsuccessful Bidders shall be released to the unsuccessful Qualified Bidders upon signing of the Contract Agreement.

- 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 not acceptable to the GoS 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.

- 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 Contract Agreement;
     - achieve all the conditions precedents agreed in the signed Contract Agreement.

  b. In the case of a successful Bidder, in accordance with the Contract Agreement;

c. 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) daysfrom the Second Stage Proposal Deadline;

d. In case of an occurrence of a Concessionaire's event of default in terms of the Contract Agreement; and / or

e. In case of default as expressed above.

INFORMATION CONCERNING THE DEVELOPMENT OF THE TECHNICAL PROPOSAL

- 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.

- The technical proposal will provide the GoS with the means for assessing the Bidder's ability to comply with the Technical Specifications.

INFORMATION CONCERNING THE DEVELOPMENT OF THE FINANCIAL PROPOSAL

- The financial proposal which shall be submitted by First Stage Qualified Bidders in the Second Stage Proposal must contain each of the following items:

a. A financing plan and a financial model that meet all the requirements stated in **APPENDIX B**.

b. Bid Security, as described in Section 3.2 (Bid Security).

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	A monthly work plan illustrated with a bar or gantt chart of activities and graphics of the critical path method (the **CPM**) or "PROJECT EVALUATION REVIEW TECHNIQUES (the **PERT**)" type.
FORM – 7	A schedule for compilation and submission of various types of reports.
FORM – 8	A work plan and time schedule for the key personnel also showing the total number of person-months by each key person.
FORM – 9	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.

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 _____)

MAJOR PROJECT(S) PRESENTLY UNDERTAKEN	PROJECT NAME	LOCATION	ASSOCIATES(S)

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 Contract Agreement.

PROJECT METHODOLOGY	
i.	Design methodology and plan
ii.	Understanding of the environmental and quality management aspects of the Project
iii.	Toll collection procedures, Traffic management and safety plan and methodology
iv.	Construction plan and methodology of the Project
v.	The operations and maintenance plan and methodology of the Project

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**: _____

(*Membership of and registration with Pakistan Engineering Councilormembership of an equivalent international body/authority acceptable to the GoSis mandatory*)

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:**

[*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.

_____ Date: _____
Signature of Staff Member Day/Month/Year

_____ Date: _____
Signature of Authorized official of the firm Day/Month/Year

FORM 6
WORK PLAN/ACTIVITY SCHEDULE

ITEMS OF WORK/ACTIVITIES	MONTHLY PROGRAMME FROM THE START OF PROJECT (IN THE FORM OF A BAR CHART)														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15

FORM 7
COMPLETION AND SUBMISSION OF REPORTS

REPORTS	DATE
The Private Partnershall submit monthly progress report with photographs, each photograph should carry information asunder: • Name of Project • Location • Type of Work • Serial number of photographs At the end of the Project, the Private Partnershall deliver to the handing over committee two (2) albums with collection of most significant photographs taken during the Contract Period including any other reports as required by the GoS. (One album for construction phase and one for operation phase.)	*[Dates to be given by the Bidder]*

FORM 8
WORK PLAN AND TIME SCHEDULE FOR KEY PERSONNEL

Name	Position	Months (in the form of a Bar Chart)															Number of Months
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	...	

Full Time: _____

Part Time: _____ Activities Duration _____

Yours faithfully,

Signature _____
(Authorized Representative)

Full Name _____

Designation _____

Address _____

FORM 9

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

A-GOALS AND KEY PERFORMANCE INDICATORS

#	Long Term Organizational Goals	Targets 1st Year 2016-17	Key Performance Indicators	Critical Success Factors
1	Operationalization of Regional Blood Centers (Enter Number of Voluntary Donors to be collected)			
2	Enter Number of HBB's to be operationalized			
3	Optimizing transfusion practices of clinical teams in the hospitals of the HBB's			

B-BUDGET SUMMARY

Capex Regional Blood Center (RBC)

S.No	Description	Cost
1	RBC Vehicles	-

Opex Regional Blood Center (RBC)		
S.No	Description	Cost

1	RBC Human Resource	0
2	RBC Consumables	0
3	RBC Utility Bills	0
4	RBC Setup Cost	0
5	Any Other Expense	0
	Total	0

Opex Hospital Blood Banks (HBB)		
S.No	**Description**	**Cost**
1	HBB Human Resource	0
2	HBB Consumables for Patient Testing	0
3	HBB Utility Bills	0
	Total	0

TOTAL CAPEX BUDGET (RBC)	-
TOTAL OPEX BUDGET (RBC)	0
TOTAL OPEX BUDGET (HBB)	0
ADMINISTRATIVE COST	
GRAND TOTAL BUDGET	-

C-RBC Vehicles

S#	Description	Qty	Unit Cost	Total
1	Delivery Vans with fabrication,refrigeration and branding			
2	Camp Bus with branding			
3	Donation Bus with branding			
4	Motor Bikes with fabrication and branding			
			Grand Total	

D-RBC Human Resource

S#	Designation	Qty	Total Salary / Month	Total Salary / Year
1	RBC Manager			
2	Doctors; Blood Transfusion Officers			
3	Administrator			
4	Donor Collection Supervisor			
5	Phlebotomists			
6	Blood Center Supervisor			
7	Processing Technologists			

8	Serology Technologists			
9	Quality Assurance Supervisor			
10	Training Supervisor			
11	Distribution Supervisor			
12	Distribution Officers			
13	Loading Technician			
14	Manager Blood Donor Recruitment / Marketing with fuel/ vehicle maintenance/ phone bills			
15	Blood Donor Recruitment Officers with fuel/ vehicle maintenance/ phone bills			
16	Call Center Operator for Permanent Donor Registry			
17	Departmental Secretary			
18	Manager I.T			
19	Networking & Support Engineer			
20	Supply Chain Manager			
21	Supply Chain Officer			
22	Manager H.R			
23	Senior H.R Officer			
24	Manager Finance			
25	Finance Officer			
26	Electrician			
27	Biomedical Engineer			
28	Drivers small vehicles & motor bikes			
29	Drivers Heavy Vehicle License			
30	Guards			
31	Sweeper			
32	Lab Attendents			
	Grand Total	**0**		

E-Summary of RBC Consumables

S.No	Description	Cost / Year
1	Donor Collection	0
2	IDS Testing	0
3	Barcode Labels	0
4	Misc. Chemicals	0
5	Product Preparation	0
6	Donor Blood Grouping	0
7	Miscellaenous	0
8	Camp Marketing Material	0
	Total Consumables	**0**

F-Donor Collection Expense

S No	Item Name	Quantity Required	Unit Cost	Total Cost
1	Saniplast			
2	Lancets			
3	Juice			
4	Triple Bags			
5	Pedi Bags			
6	Yellow top tubes 5cc			
7	Purple Top tube 2cc			
8	Pyodine (450 ml)			
9	Paper Tape (1 inch)			
10	Tissue roll			
11	Cotton roll (400 gm)			
12	Hand sterilizer			
13	Tourniquet			

	Grand Total

G-Infectious Disease Screening

S No	Item Name	Quantity Required	Unit Cost	Total Cost
1	Reagent HbsAg			
2	Reagent HCV			
3	Reagent HIV			
4	Control HbsAg			
5	Control HCV			
6	Control HIV			
7	Calibrator HbsAg			
8	Calibrator HCV			
9	Calibrator HIV			
10	Common Consumable Reagents			

11	Common Consumable Reagents			
12	Common Consumable Reagents			
13	Common Consumable Reagents			
14	Common Consumable Reagents			
15	Common Consumable Reagents			
16	RPR			
19	ICT MP			
17	Blue Tips			
18	Yellow Tips			
			Grand Total	

H-Barcode Label Expense

S No	Item Name	Quantity Required	Unit Cost	Total Cost
1	Grouping Labels			

2	Product Labels			
3	DIN Labels			
4	Division Label			
5	Base Label Printed			
6	Printer Resins			
			Grand Total	

H-Misc Consumables

S No	Item Name	Quantity Required	Unit Cost	Total Cost
1	Surface cleaner			
2	Bleach			
			Grand Total	

I-Product Preparation

S No	Item Name	Quantity Required	Unit Cost	Total Cost
1	Clamp			
2	Rubber Bands			
3	Tube Welder Waffer			
			Total	

J-Donor Blood Grouping

S No	Item Name	Quantity Required	Unit Cost	Total Cost
1	Anti- A			
2	Anti-B			
3	Anti-D 1st Time			

4	Anti-D 2nd Time			
5	AHG			
6	22% Alb			
8	Reverse Grouping Cost			
9	Glass Test Tubes 12x75mm			
10	Plastic Droppers			
11	Normal saline 1000 ml			
			Total	

K-Miscellaneous

S No	Item Name	Quantity Required	Unit Cost	Total Cost
1	Danger Box			
2	Cotton swab stick			

3	Pen			
4	Pointer marker			
5	A4 Paper			
6	Gauze Piece			
7	Disposable gloves			
8	Lab Coats			
9	House Keeping Expense			
			Total	

L-Voluntary Blood Camp Marketing Material

S No	Item Name	Quantity Required	Unit Cost	Total Cost
1	Drive announcement posters			
2	Banners			
3	Standees			
4	Flyers			

5	Certificates			
6	Envelopes			
7	Official Letter Heads for IDS Reports etc			
8	A4 Blank Paper			
9	Paper Cutter for Paper Adjustment			
10	Stapler			
11	Hole Punch Machine			
			Total	

M-RBC Utility Bills

S.No	Description	Cost / Year
1	Electricity	
2	Telephone Bills	
3	Internet Bills for Fibre Optic	
4	Internet Bills for Blood Center (Portable)	

5	Internet Bills for Blood Drives (3 Portable Devices)	
6	Petrol for Vehicles	
7	Petty Cash Expense	
8	Diesel / Petrol for Generator	
9	Water Bills	
10	Vechicles Maintenance	
	Total	

N-RBC Setup Cost

S.No	Description	Qty	Amount
1	Advertisement For Hiring of HR		
2	Travel Expense		
	a. Airtickets / Year		
	b. Hotel Stay		
	d. Per diem		

Total	

O-HOSPITAL BLOOD BANK
Human Resource

S#	Designation	Qty	Gross Salary / Month	Gross Salary / Year
1	Blood Transfussion Officer			
2	Serology Supervisor			
3	Serology Staff			
4	Attendents			
5	Sweeper			
	Total			

P-HBB Consumables for Patient Testing

S No	Item Name	Quantity Required	Unit Cost	Total Cost
1	ID-LISS/ Coombs (Gel Cards)			

2	ID-Diluent -2 (Liss Solution)			
1	Anti- A			
2	Anti-B			
3	Anti-D 1st choice			
4	Anti-D 2nd choice			
5	AHG			
6	22% Alb			
7	Reverse Grouping			
8	Official Letter Heads for Cross match Reports etc			
9	Envelopes			
10	A4 Blank Paper			
11	Stapler			
			Total	

Q-HOSPITAL BLOOD BANKS
Utility Bills

S.No	Description	Cost / Year

1	Electricity	
2	Telephone Bills	
3	Internet Bills for Portable Device (2)	
5	Diesel / Petrol for Generator	
	Total	

R-Any Other Expense

S.No	Description	Cost / Year
	Total	

PROJECT TERM AND PARTIES

- PARTIES

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

- TERM

The term of the Contract Agreement will, unless specified otherwise in the Contract Agreement, commence from the Commencement Date and will continue until the end of the Contract Period(the **Termination Date**).

PROJECT SCOPE

- BRIEF DESCRIPTION OF PROJECT

Figure : Blood ComponentsSupply Chain

Brief

- PROJECT OBJECTIVES AND RESULTS

The objectives of the Project include:

Overview of Blood Safety

According to the WHO, safe blood transfusion is a universal human right and provision of safe blood and blood components is the responsibility of the national health care system.

Safe blood means blood that will not cause harm to the recipient and that has been fully screened and is not contaminated by any blood-borne disease such as HIV, hepatitis, malaria, or syphilis; is free of infections or contamination due to drugs or other chemical substances; is used within the specified time period and stored in the right conditions, correctly labelled, and properly sealed.

Situation In Pakistan:

In Pakistan, according to USAID, only 50 percent of the 1.5 million blood bags are screened (Final Report for the IMPACT Project in Pakistan, Oct 2002-Sep 2007). About 50% of transfusions are being given in the private sector. As per the WHO criteria, 6-16 units (average of 11 units) of blood are required per hospital bed. At the existing levels, shortage amounts to as much as 40%.The problem is further compounded by inappropriate use of blood which is up to 25-45% without separation into its components, with 80-85% of blood being used as whole blood. According to International Red Cross if blood was used more appropriately, the number of transfusions could be brought down by 30%.Different studies conducted in Pakistan showed that the seroprevalence of HIV infection was very low, while HCV infection was in the range of 2%-6% and HBV infection in the range of 3%-7% among replacement and voluntary non remunerated donors (Mujeeb& Pearce 2008; Mumtaz et el.2002; Asif, Khokhar&Ilahi 2004).

A number of factors are responsible for the poor blood transfusion services and as a result unsafe blood transfusion practices in Pakistan.

Pakistan has a fragmented blood transfusion system which is poorly regulated. The large and medium size hospitals have their own blood banks which cater to the hospital needs. In addition, private blood banks also operate with varying standards of service. This highly fragmented and non-professional delivery system poses high risks for all the stakeholders involved that includes the donors, the professional personnel and the patients. According to Sibinga Report (2005), most of the blood transfusion facilities have inadequate physical space, unhygienic and overcrowded environment, poor quality of donors, sub-standard material supplies, lack of privacy and confidentiality, obsolete and non-functioning equipment, lack of valid reagents, poor storage facilities, unsatisfactory screening for transfusion transmittable infections, highly unsafe waste management and inappropriate to complete absence of documentation and archiving. Latent resistance and pessimism among the blood transfusion professionals combined with inconsistent and substandard supplies of consumables and reagents result in inconsistent processes and procedures in most of the centres. Documentation is mostly manual, cumbersome, and haphazard with much duplication.

Adequate financial resources are lacking. Medical equipment, including intravenous bags, syringes and other items, are frequently reused. The bio-safety practices in both the public and private sector blood banks require immediate attention (IRIN Asia, 2008).

The necessary training and refresher courses on the subject are inadequate, leading to absence of a cadre for blood transfusion personnel. (SoSec, Round-2 Report, 2007).

Another difficulty in Pakistan is the absence of a planned system of donor motivation, recruitment and retention and therefore some reliance on paid/ professional donors who donate blood for money. Adequate stocks of safe blood can only be assured through regular donation by voluntary unpaid blood donors, because the prevalence of blood borne infections is lowest among these donors.

Quality assurance and accreditation system of the testing and processing procedures is practically non-existent, particularly in the private sector, receiving blood transfusions is a matter of risk for many patients in Pakistan.

In this regard some efforts have been made. At federal and provincial levels, **Blood Transfusion Authorities (BTAs)**have been formed. However, the desired impact had not yet been evidenced, as the fragmented blood transfusion system promotes uncoordinated blood transfusion. The working of these BTAs was hampered by the;

- Fact that the exact number of private blood banks is not known;
- Despite provision of adequate financial, administrative and logistic support, there is lack of integrating efforts from stakeholders.
- Lack of commitment and poor cooperation on the part of non-governmental and private organisations.

Project Background

To introduce uniformity and standardization in the quality of blood and blood products supplied and optimization of the scarce financial and manpower resources, a coordinated approach for blood supply system consisting of a network of Hospital Based Blood Banks (HBBBs) supported by Regional Blood Transfusion Centres (RBTCs) needs to be introduced in country, as practiced globally and recommended by the WHO. The Ministry of Health has therefore decided to launch a blood safety project in the country with the collaboration of the German Government.

In 2004, the NACP submitted a proposal to the Economic Affairs Division (EAD), within the framework of Pakistan-German Official Cooperation, to enhance blood safety in Pakistan. The proposal was in response to the German government's offer of availability of funds for HIV prevention through safe blood transfusion. A sum of 15M Euros (Financial Component) has been made available through the German Development Bank (KfW). Additionally, technical assistance through the German Technical Cooperation (GTZ) worth 2.0 M Euros is also committed for nationwide implementation of the project.

Blood transfusion services are an integral part of the health-care system. Millions of lives are saved each year through blood transfusions. Provision of safe blood and blood components is the responsibility of the national health care system. Safety of blood has assumed greater importance and relevance in developing countries where HIV, hepatitis B and hepatitis C are becoming diseases of greater public health importance. Moreover, complications during pregnancy and childbirth, severe childhood anaemia, and rising road traffic injuries have put extra demands on blood transfusion services.

The Sustainable Development goals (SDGs)

- **Goal 4** "Reduce Child Mortality" **Target 4a**: Reduce by two thirds the mortality rate among children under five ,
- **Goal 5** "Improve Maternal Health" **Target 5a**: Reduce by three quarters the maternal mortality ratioand
- **Goal 6 "**Combat HIV/AIDS, Malaria and other diseases**"Target 6a**: Halt and begin to reverse the spread of HIV/AIDS **Target 6c**: Halt and begin to reverse the incidence of malaria and other major diseases

Proposed Structure

The proposed "National Safe Blood Transfusion Service" (NBTS) is consistent with the internationally recommended blood transfusion system advocated by the WHO. This model ensures nationwide universal access to safe and efficacious blood to all and is followed in all the developed countries that

have a national blood transfusion system. This system has also been successfully adopted in developing countries including regional countries like Iran, Sri Lanka, and Gulf states etc.

The proposed NBTS will be independent and fully responsible for establishing an efficient and safe blood transfusion system. The NBTS will govern a network of Regional Blood Transfusion Centres (RBTCs). Each RBTC will be linked with a number of Hospitals Based Blood Banks (HBBBs) in its vicinity.

The **RBTCs** will generate blood and blood products and will also serve as storage and distribution centres of blood and blood components. All these activities will be conductedin line with the principles of Good Manufacturing and Laboratory Practices (GMP & GLP). Essentially the role of these Centres will concern mobilization of non-remunerated voluntary blood donors, collection of blood donations, its processing, screening, component preparation and storage. Development of a system of traceability through proper identification and record maintenance as well as surveillance of adverse reactions, reagents standardization and evaluation also falls in the domain of these Centres.

The respective RBTC will feed its linked HBBBs with blood components according to their needs and requirements. Supply of Blood and Blood components will be sole responsibility of RBTCs. This will be done by fully equipped cold chain vehicles, which will visit each HBBB at least once a week. If any HBBB will need Blood or Blood components earlier than scheduled visit, the concerned RBTC will make sure to supply the required number of Blood units to that HBBB within due course of time.

The role of the **HBBBs** will thus be primarily focused on patient oriented transfusion medicine functions, namely; storage, distribution and compatibility testing and haemovigilance.

At the conclusion of the life of the PC-1, PC-IV shall be submitted to Finance Division / Planning Commission and all the human resource (National Headquarters, RBTC) shall be put on regular footings (recurrent budget).

To ensure quality access to safe blood for transfusion by

a) Establishment of a well-organized, nationally coordinated **blood transfusion service** which will function through a nationwide network of Regional Blood Transfusion Centres (RBTCs) linked to existing Hospital Based Blood Banks (HBBBs).
b) Collection of blood only from voluntary non-remunerated blood donors(VNRD),at low risk of acquiring transfusion-transmissible infections (TTIs).
c) **Ensuring 100% quality assured** testing of all donated blood for TTIsincluding Human Immunodeficiency Virus (HIV), Hepatitis B and C virus, syphilis, malaria and blood group serology, compatibility etc.
d) **Promotion of rational and** appropriate clinical use of blood.
e) **Promotion of principles of 'haemovigilance'.**

f) **Develop human resource** (technical and managerial) to ensure adequate numbers of qualified and trained staff in the blood transfusion field.
g) Safe transfusion – right blood, right patient, right time and right place
h)
i) Proper setup Safe Blood Transfusion System
j) Implement National & international best practices Donor relation Donor documentation
k) Proper Heating and air conditioning
l) lood and blood sample reception and registration;
m) •blood component preparation;

n) •quarantine storage; and, labelling of verified blood prior to storage in the inventory and distribution unit.

o)

PROJECT DESCRIPTION

The respective RBTC will feed its linked HBBBs with blood components according to their needs and requirements. Supply of Blood and Blood components will be sole responsibility of RBTCs. This will be done by fully equipped cold chain vehicles, which will visit each HBBB at least once a week. If any HBBB will need Blood or Blood components earlier than scheduled visit, the concerned RBTC will make sure to supply the required number of Blood units to that HBBB within due course of time.
The role of the **HBBBs** will thus be primarily focused on patient oriented transfusion medicine functions, namely; storage, distribution and compatibility testing and haemovigilance.

- PROJECT TERM AND PARTIES

.1..1 **Parties**

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

.1..2 **Term**

The term of the Contract Agreement will, unless specified otherwise in the Contract Agreement, commence from the Effective Date and will continue until the Termination Date.

TERMS OF REFERENCE TO ACHIEVE OVERALL OBJECTIVES OF THE PROJECT

Pakistan is a signatory to the SDGs. SDGs 4, 5 and 6 focuses on reducing mortality of children under five, maternal mortality and halting and reversing diseases like HIV/AIDS, malaria, hepatitis and others. In developing nations, blood transfusions are more common in pregnancy-related complications and severe childhood anaemia. More than 529,000 women die every year during pregnancy or childbirth, 99% of them in developing countries. In the southern African region, up to 20% of the maternal deaths and 15% of child deaths are attributable to severe anaemia due to malaria. The management of these cases often requires blood transfusion. As the demand for blood transfusion is increasing, blood shortages are common. More blood donors are needed to replace those that are lost every year due to ill health, retirement and relocation. Blood for transfusion should always be screened for TTIs, but according to WHO, in 31 countries (out of 133 countries reporting in 2006) not all donated blood is tested for these infections. The project can contextualize these SDGs and by providing safe blood, have a significant impact in improving the health of women (as a consequence of pregnancy-related complications), children (malnutrition, malaria and severe life-threatening anaemia), and trauma victims and, especially, the poor and disadvantaged.

- FUNDING

The funding agency (KFW-German Development Bank) allocation of the Regional Blood Centres shall be transferred as a single line to assignment account of Health Department. The budget amount later shall be transferred to escrow account for utilization by the Private Partner. The annual funding requirement will be submitted by the partner to the PPP Node. After rationalization the funding requirements will be submitted for approval and transfer of funds to the PPP Node Assignment Account for further disbursement to the partners

- HAND-OVER OF THE STRUCTURE

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 Contract Agreement 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 Contract Agreement.

ALLOCATION OF RISKS AND RESPONSIBILITIES

All risks and obligations of the GoS and the Private Party shall be in accordance with the Contract Agreement and the Bidders shall be deemed to have full and complete understanding of the risks relating to the Project and their allocation, as set out in the Draft Contract Agreement.

COMPENSATION OF PRIVATE PARTNER

- The Private Partner will be compensated for certain risks and responsibilities assumed under the Agreement through GoS support in the form of periodic Management Fee payments.

- The Management Fee payments are subject to deductions or holdbacks in the event of failure of Private Partner to abide by the Agreement.

ENVIRONMENTAL MATTERS

The GoS is committed to respecting the environment on all of its projects. The Concessionaire will be required to ensure that Works are carried out in accordance with all Applicable Standards set out in the Draft Contract Agreement.

For this it must be ensure that all The blood centre should have policies for the safe disposal of blood, blood products or blood-contaminated disposable equipment. Items requiring disposal include contaminated blood samples from the laboratory, contaminated blood held in quarantine storage, and blood that has passed its use-by-date. This blood should
either be treated on site by heat sterilization, incineration and chemical treatment or
be securely stored for collection and disposal off site by a specialist contractor.
Chemicals stored within laboratory areas should be less than the maximum allowable
Blood centres generate a wide range of waste material, including general waste, trade waste (i.e. chemical waste being discharged into the sewer), biological waste and waste radiation materials. The blood centre must review all its processes to identify the type and amount of each type of waste and develop policies and protocols for its handling, storage and disposal. Disposal of some waste materials may be carried out on site while other materials may be collected and disposed of off site by specialist contractors in accordance with local waste disposal regulations.

ENVIRONMENTAL REQUIREMENTS AND PROCEDURES

Although waste management guidelines have been developed and published, many hospital blood banks dispose their waste improperly because of a lack of proper equipment, necessary consumables and dearth of required training, thereby endangering the environment through contamination with pathogens found in contaminated blood and blood products. This Project will overcome this problem by ensuring proper blood bank waste management through provision of needed equipment/consumables and regular trainings of thestaff on infection control/waste management guidelines.

The Private Partner shall be responsible to carry out a detailed EIA study and would follow the recommendation thereof in the best interest of the environment and safety of the pedestrians, road users and commuters.

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.*

"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 designing, build, financing, operating and transferring a [●] km long road between [●] and [●] (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 Contract Agreement 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 Contract Agreement 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 _____, 2015.

For& On Behalf of:
_____ (*name of the firm)*
By Its Duly Authorized Signatory

……..
(Signature)
(Name, Title and Address)

WITNESSES:

WITNESS 1:

……
NAME:
CNIC / PASSPORT NUMBER:
ADDRESS:

WITNESS 2:

……
NAME:
CNIC / PASSPORT NUMBER:
ADDRESS:

ACCEPTED & AGREED [NOTARISED]

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

APPENDIX B – MAIN COMPONENTS IN THE FINANCIAL BID

- The Bidder shall quote its Management Fee and overall sum of present values of the 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

……., 20…

To:
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 [10-oct-2016] in relation to the Regional Blood Centres (RBCs) in[Location] Sindh(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 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 + [12 months] (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.

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.*

"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 'Regional Blood Centres (RBCs) in Sindh'Karachi, Jamshoro, Nawabshah & Sukkur (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 '**LeadMember**' 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 Concession, 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 Contract Agreement 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.

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 – COMMITMENT FORM

REQUEST FOR PROPOSALS
For the purpose of these 04 RBCs in Sindh is to setup Safe Blood Transfusion System along the lines of international models by strengthening its organization and physical structure in the province which enables safe blood transfusions
[*Date To Be Provided***]**

COMMITMENT FORM

A Commitment form must be completed by the Bidder and by each of its members and participants, and by Key Individuals who are not employees of the Bidder, a member, or a participant.

TO: GOVERNMENT OF SINDH

For sufficient good and valuable consideration, receipt of which is hereby acknowledged, we hereby agree to the following:

1. DEFINITIONS

Unless the context indicates otherwise, all capitalized terms and expressions used herein and in our Proposal have the meaning given to them in the RFP (*as defined herein below*).

2. GENERAL

We, the undersigned, acknowledge, confirm, and agree that:

A) we have examined, read, and understood the Draft Contract Agreement (including its schedules) and **Volume 1** (including its schedules) respectively dated [*date to be provided*] and [*date to be provided*] as it relates to the Concession, as amended by way of addenda (collectively, the **RFP**); and

B) we have satisfied ourselves that we have a full and complete understanding of the nature and location of the Project, as well as of the general and local conditions and the other conditions under which the Contract Agreement will be carried out.

3. PRICING

We confirm that all prices appearing in our Proposal are expressed in PKR, and represent aggregate prices that include all taxes except the general sales tax (GST).

4. REVISED AND FINAL PARTNERSHIP AGREEMENT

We declare and confirm that we are prepared to execute the revised and final Draft Contract Agreement, as modified by addendums, without any negotiation or amendment thereof, with the exception of minor changes to include features that are specific to the Proposal of the Preferred Bidder.

5. FIRM AND IRREVOCABLE PROPOSAL

Our Proposal constitutes a firm offer to the GoS, that is irrevocable and binding upon us, and that it cannot be withdrawn or amended until after a period of six months following the Proposal Deadline indicated in the RFP.

6. PROPOSAL COMPLIANT WITH SUBMISSION REQUIREMENTS

We declare and confirm that our Proposal satisfies and complies with the submission requirements indicated in the RFP, specifically including:

- the eligibility criteria;
- the commercial compliance evaluation criteria;
- the technical proposal compliance evaluation criteria;
- the financial proposal compliance evaluation criteria.

7. RFP

We acknowledge, confirm, and agree that our Proposal is subject to the terms and conditions of the RFP, including all disclaimer clauses and all limitation of liability clauses in favour of the Government of Sindh or any other party mentioned therein. In particular, we acknowledge, confirm, and agree that we are bound by the terms and conditions of the RFP.

8. NO MATERIAL DETERIORATION

We hereby declare and warrant that:

- with the exception of what is indicated in detail in a written document attached to this letter, our financial situation and our business operations have undergone no adverse material change since the date of the most recent financial statements submitted along with the Bid;

- with the exception of what is indicated in detail in a schedule attached to this letter, there is no action, suit, or proceeding pending against us, or, to our knowledge, after satisfactory investigation, imminent against us or legally concerning us, brought before or by any organization, tribunal, commission, board, agency, or federal, provincial, municipal, or other office, domestic or foreign, or brought before or by any arbitrator or arbitration board, that could, in the event of an unfavourable decision, have a material adverse effect on our solvency, liquidity, or financial situation; and

- with the exception of what is indicated in detail in a schedule attached to this letter, we are not aware of any reason for which an action, suit, or proceeding could be brought against us.

9. NO COLLUSION OR CONFLICT

In preparing and submitting our Proposal, we declare, warrant, and confirm that we have not discussed or communicated, either directly or indirectly, with any other Bidder, or with any officer, director, employee, consultant, advisor, agent, or representative of any other Bidder (including any Member, Participant, or Key Individual of the team of a Bidder), regarding the content, preparation, or presentation of its Proposal. Our Proposal has been submitted without any relation (including a relation solely in the form of a shareholding or other interest in the ownership of a Bidder or of a Member, Participant, or Key individual of the team of the Bidder, with the exception of a holding of less than 1% of the voting shares of any company whose shares are traded on a recognized stock exchange), knowledge, exchange, or comparison of information, or any arrangement with any Bidder or any director, officer, employee, consultant, advisor, agent, or representative of any Bidder (including any Member, Participant, or Key individual of the team of a Bidder).

We hereby declare, warrant, and confirm that we do not have any knowledge, either direct or indirect, of any Proposal of any other Bidder, and that we do not have any interest in any such Proposal, and that we have not concluded any agreement or understanding or any formal or informal arrangement that could result in our having such knowledge or interest prior to the submission of our Proposal.

With the exception of what is indicated in detail in a schedule attached to this letter, we hereby declare, warrant, and confirm that, to our knowledge, no real or apparent Conflict of Interest has arisen, exists, or is reasonably likely to arise in the future in connection with the submission of our Proposal in response to the RFP, or in connection with the delivery of the services required of the Private Partner.

We hereby declare, warrant, and confirm that we have no access to any confidential information belonging to the Government of Sindh, and that we are not in a position to take advantage of any right of access to such information (other than confidential information that the Government of Sindh may communicate to all Bidders).

10. FURTHER WARRANTIES

We hereby represent and warrant that all information, data and materials of any nature whatsoever provided by us in the Bid is true and accurate and not misleading in any nature.

We have made a complete and careful examination of the RFP and have received all the relevant information from the GoS, as required for the purposes of submission of the Bid. We further warrant that we have verified and understand all the information received from the GoS in connection with the RFP.

11. EVIDENCE OF AUTHORITY

We acknowledge that the Government of Sindh requires that each of the undersigned (other than a Key individual) provides evidence, in the form of a resolution in a form deemed acceptable by the Government of Sindh, that the person signing this Commitment Form on behalf of the undersigned has the authority required to do so and to bind the undersigned.

12. COPIES

This Commitment Form may be signed in multiple copies, each of which is deemed to be an original, and these copies together shall constitute a single instrument.

IN WITNESS WHEREOF we have signed this Commitment Form on [date to be provided].

Bidder:

_____
(Name)

_____
(Street address or postal box number)

_____
(City, Province, and Postal Code)

Authorized signatory: _____

Name and title: _____
(Please type or print)

IF THE BIDDER IS A CONSORTIUM OR OTHER ENTITY:

Executed and delivered by: _____

[***NAME OF THE CONSORTIUM OR OTHER ENTITY**] by its duly authorized representative, and by [**provide particulars on the signature**]:

_____
[NAME OF BIDDER *]

_____
(Authorized signatory)

_____
(Authorized signatory)

Each of the undersigned hereby:

- acknowledges that the Bidder has signed the above-mentioned Commitment Form;
- acknowledges and confirms that he has read, reviewed, and understood each of the provisions of the Proposal, that he accepts them, and that the Proposal has been submitted with his consent;
- confirms and agrees that the provisions of Sections 2, 8, 9, 10, 11, and 12 apply to him, with such modifications as the circumstances require.

EXECUTED on _____.

Member: _____
(Name)

Name and title: _____
(Please type or print)

Authorized signatory: _____
(Name)

Name and title: _____
(Please type or print)

Participant: _____
(Name)

Name and title: _____
(Please type or print)

Authorized signatory: _____
(Name)

Name and title: _____
(Please type or print)

Key individual*: _____
(Name)

Name and title: _____
(Please type or print)

* Applicable to Key Individuals who are not employees of the Bidder, a Member, or a Participant

APPENDIX F – 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 Contract Agreement 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 G – Integrity Pact

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

CONTRACT NUMBER: _____ **DATED: ,2016**

CONTRACT VALUE: _____

CONTRACT TITLE: **REGIONAL BLOOD CENTERS (RBCS) IN SINDH**
Karachi, Jamshoro, Nawabshah & Sukkur

[*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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by [*Bidder*] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from the GoS.

Acknowledged, Accepted & Agreed
For & On Behalf of:

Acknowledged, Accepted & Agreed
For & On Behalf of:

HEALTH DEPARTMENT, GOVERNMENT OF SINDH, through its duly authorized signatory	**[INSERT NAME OF BIDDER], through its duly authorized signatory**
……	……
(Signature)	(Signature)
NAME:	NAME:
DESIGNATION:	DESIGNATION: