

Government of Sindh's Initiative for Improving Health Care Request for Proposal (RFP)

For Contracting Out Regional Blood Centers (RBCs) in Sindh Under Sindh Public Private Partnerships Act 2010



Introduction

The Health Department Government of Sindh (GoS), with the assistance of KfW-German Development Bank, has constructed four state of the art Regional Blood Centers - RBCs (one each at Karachi, Jamshoro, Shaheed Benazirabad & Sukkur). The purpose of these RBCs is to setup Safe Blood Transfusion System in Sindh aligned with international standards by strengthening organizational and physical structure in the province.

The Project

Government of Sindh, under the Blood Safety Reform Program, aims to partner with reputed, experienced and credible organizations from the private sector having experience in collection, processing and distribution of blood and its components. Purpose of this partnership is to manage the RBCs by applying international practices to collect, process and distribute blood and its components to the attached public sector Hospital Blood Banks (HBBs). The HBB's will then dispense blood to the patients. This partnership would benefit population groups from rural and urban areas.

Project Structure

The Project shall be structured as a multi-year management contract, which shall include, inter alia, the responsibility of managing and operating selected RBCs and attached HBBs by achieving the key performance indicators set by the GoS. The ownership, however, of the public sector RBCs and HBBs including all assets would remain with the GoS.

Bid Documents

From Tuesday, 13th June, 2017 interested organizations can download necessary documents including eligibility criteria from: www.sindhhealth.gov.pk and www.pprasindh.gov.pk. The hard copy of the Documents may also be obtained from the office of the PPP (NODE) of Health Department, GoS during office hours.

| Assignment Area | Bidding System | Bid Submission Date | Bid Opening Date |
|--|---|----------------------------------|----------------------------------|
| Jamshoro Sukkur Shaheed Benazirabad Karachi | Single Stage-Two Envelope Procedure Under Rule 46(2) of SPPRA Rules 2010 (Amended 2017) | 10th July, 2017 Time: 2:30 pm | 10th July, 2017 Time: 3:00 pm |

Important Notes:

1. Due to Emergency / Holiday announced by the Government on the scheduled date of opening, the bids shall be opened on the next working day.
2. Health Department will organize a pre-bid meeting on 22nd June, 2017 at 11 am to explain the bidding process in detail. The pre-bid meeting will be held in the Committee Room of Public Private Partnership (NODE), Health Department, Nursing Directorate (Women Resource Center), Near Naval Heights, Kala Pul Karachi.
3. All interested bidders are required to be registered with relevant government authorities. Detailed eligibility criteria is given in the bidding documents.
4. All interested firms are advised to carry out a comprehensive on-ground survey of the project area and come up with a workable proposal in order to minimize any complication during implementation phase.
5. Health Department will not be responsible for any cost or expenses incurred by bidding firms and reserves the right to terminate the procurement process at any time subject to relevant provision of SPP Rules 2010 (Amended 2017).
6. The bids must be delivered in English language under sealed envelope by hand or through courier not later than the above mentioned bid submission date and time. The bids will be opened in presence of representatives of bidders at the given bid opening date and time.
7. The bidder shall submit 1% bid security of the bid price along with the bid in the shape of pay-order / demand draft in the name of Secretary, Health Department, GoS.
8. The bidder shall also pay tender fee of Rs. 5,000/- in the shape of pay order / demand draft in the name of Secretary, Health Department, GoS, for purchase of bidding documents.

Address for Submission and Opening of Bids

Duly filled bidding documents, along with the required annexures must reach the Office of the Director PPP-NODE, Health Department, Government of Sindh, Nursing Directorate (Women Resource Center), Near Naval Heights, Kala Pul Karachi.



Director, Public Private Partnership (NODE)
Health Department
Nursing Directorate (Women Resource Center),
Near Naval Heights, Kala Pul Karachi
Phone No: +(92) 21-9923740; (92) 21-9923741

For further information:
Umar Khan
umar.khan@sindhhealth.pk
Mr. Mohsin Yahya,
mohsinhealthppnode@gmail.com

NOTIFICATION

SGA&CD/4-57/10: In compliance with Rule 82(2) of Sindh Public Procurement Rules, 2010 the Government of Sindh is pleased to constitute a "Technical and Financial Evaluation Committee" (TFEC) to hire services of private partner for contracting out of Regional Blood Centers (RBCs) in Public Private Partnership (PPP) mode. The TFEC shall have following composition and term:

| DESIGNATION | STATUS |
|---|----------|
| Secretary, Health Department | Chairman |
| Additional Secretary Technical, Health Department | Member |
| Secretary Sindh Blood Transfusion Authority | Member |
| Director PPP Node, Health Department | Member |
| Director General PPP Unit, Finance Department | Member |

Terms of Reference:

The Committee shall oversee selection process of private partner (developer) for the project.

The Committee may extend the date in respect of any activity of the project Timeline in accordance with the provisions of Sindh Public Procurement Rules, 2010:

The Committee shall review and approve the bidding documents such as Evaluation (selection) Criteria, Request for proposal (RFP), Draft Agreement and Project Brief / information Memorandum, Prepared by PPP Unit, GoS or Transaction Advisory Consortium for the purpose of issuing the same to the prospective bidders. By the Procuring Agency, i.e. Health Department.

The committee or its authorized representatives may, if there need be, Hold pre-bid conference and contract negotiations with the qualified bidder(s), and address query of the bidder leading to finalization of the RFP and draft Concession Agreement.

The Committee shall recommend the preferred bidder to the PPP Policy Board for issuance of letter of intent/award by the procuring agency-i.e. Health Department; and

The Committee shall review financial documents and financial security arrangements at the time of financial close that might be required by any of the funding parties.

The committee shall perform any other task assigned to it by the PPP Policy Board Sindh in the context of this project.

MUHAMMAD SIDDIQUE MEMON
PAS

CHIEF SECRETARY SINDH
Karachi, dated the 20th Oct, 2016

Ref: GO (C-1) SGA&CD4-57/10

Copy forwarded for information & necessary action to:-

- Secretary to Governor Sindh.
- Secretary to Chief Minister Sindh.
- Chairman/Members of the Committee (all).
- Secretary Finance Department, Govt. of Sindh, Karachi.
- Secretary Health Department, Govt. of Sindh, Karachi.
- Director General PPP Unit, Finance Department, Govt. of Sindh, Karachi.
- Deputy Secretary (Staff) to Chief Secretary.
- Officer to Chief Secretary Sindh.
- Officer to Secretary (I&C), SGA&CD.
- Master file.

SECTION OFFICER-II

VOLUME II: CONCESSION AGREEMENT

DATED AS OF _____, 2017

AT: KARACHI, PAKISTAN

BETWEEN

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

AND

**[•]
(As Manager)**

For

**Contracting Out of Regional Blood Centers in Sindh
(Karachi, Jamshoro, Shaheed Benazirabad, Sukkur)**

CONCESSION AGREEMENT

THIS AGREEMENT is made at Karachi on this the _____ day of _____, 2017 (the "Signing Date");

BETWEEN:

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

AND

- (2) [**•**] having its registered office at _____ (hereinafter referred to as the "**Manager**", which expression shall, unless repugnant to the context or meaning thereof, include its successors-in-interest, permitted assigns and substitute), of the other part;

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

RECITALS :

- (1) The Authority, through the Public Private Partnership Node at Health Department assisted by the Public Private Partnership (PPP) Unit, Finance Department, Government of Sindh, for management of Regional Blood Centers with the objectives of improving safe blood transfusion in line with international standards. The Authority aims to significantly improve the coverage and utilization of health-care services, quality of care, and equity of access to services by geographical areas, income levels, and women and children, thus facilitating the general population of the province;
- (2) On [**•**], a Request for Proposals (the "**Request for Proposal**" or "**RFP**") was issued by the Authority to prospective bidders for, inter alia, inviting submission of bids for the management, operations and maintenance of the RBCs in Sindh (the "**Project**") for the period of ten (10) years. After the technical evaluation of the bids and the subsequent financial evaluation by the Technical and Financial Evaluation Committee (**TFEC**) constituted for the Project, the Manager was found to be the Successful Bidder in terms of the RFP. Therefore, the Letter of Award / Acceptance (LoA) was issued to the Manager dated [**•**].
- (3) For this Purpose, the Authority has agreed to enter into this Agreement with the Manager for the execution of the Project, subject to and on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. DEFINITIONS

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

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

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

“Effective Date” means the date, which shall not be later than thirty (30) days from the Signing Date, on which all the Conditions Precedents are fulfilled or waived.

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

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

“Force Majeure Event” shall have the meaning ascribed thereto under Article 15 of this Agreement;

“Regional Blood Center(s)” or “RBCs” means the state of the art regional blood center(s), ([location to be inserted] constructed by the Health Department Government of Sindh with the assistance from KfW-German Development Bank which is being transferred to the Manager for the management of the same under this Agreement;

“Contract Period” means a period of ten (10) years from the Effective Date;

“BTS” means Blood Transfusion System (vein to vein).

“Health Department” means the health department, government of Sindh;

“HMIS” means Health Management Information System;

“Independent Expert” means the expert appointed in respect of the Project in accordance with Article 9 and in terms of the Independent Expert Agreement;

“Independent Expert Agreement” means the agreement to be entered into between the Authority, the Manager, the Independent Expert and any other Person agreed by the Parties in accordance with Article 9 of this Agreement;

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

“Management Fee” means the annual service charges claim for the entire Contract Period by the Manager, payable by the GoS, as set out in [Schedule – B] of this;

“Manager” shall have the meaning attributed thereto in the array of Parties hereinabove;

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

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

“Performance Security” The security deposit that the Successful Bidder must provide in

Agreement;

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

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

“**Signing Date**” shall mean the date of signing of this Agreement;

2. EFFECTIVENESS, COMMENCEMENT AND DURATION

2.1 EFFECTIVENESS OF THIS AGREEMENT

2.1.1 This Article 2 shall come into force on the Signing Date. The other provisions of this Agreement shall come into force on the Effective Date.

2.2 DURATION OF THIS AGREEMENT

2.2.1 This Agreement shall be for duration of ten(10)years from the Effective Date (the **Contract Period**)unless otherwise terminated earlier as per the terms set out hereinbelow.

2.3 CONDITIONS PRECEDENT

2.3.1 Both the Parties shall satisfy or procure the satisfaction of their respective Conditions Precedent as soon as reasonably possible and in any event within thirty (30) days of Signing Date (the **Effective Date**).

2.3.1.1 The Conditions Precedent to be satisfied by the Manager are as follows:

- (a) submitting to the Authority certified true copies of all resolutions adopted by the board of directors/management of the Manager authorizing execution, delivery and performance of this Agreement;
- (b) submitting to the Authority certified true copies of all resolutions adopted by the board of directors/management of the Manager authorizing a specified person or persons to execute this Agreement on behalf of the Manager; and all undertake all other acts specifically relating to the Agreement, as contemplated by this Agreement;
- (c) The Manager has provided the Performance Security to the Authority, which shall be effective and valid for at least ninety (90) days beyond the date of completion of contract. The Performance Security may be renewed annually in advance based on the Bid Price, however provided that the Performance Security shall be extended prior to expiry of the same so as to ensure that at all times during the Contract Period and ninety (90) days beyond it, the Performance Security is effective and valid, for the purposes set out in this Agreement.
- (d) The Manager has carried out an initial assessment of the quality and availability of medical facilities through determining the health specialist and ancillary staffs abilities mutually agreed among the Parties and the results shall be conveyed to the Authority;
- (e) The Manager has carried out a preliminary survey of the infrastructure, equipment, inventory, training aids, tools, furniture, and the results shall be conveyed to the Authority;
- (f) The Manager has entered into the Independent Expert Agreement for the appointment of Independent Expert for the Project.

2.3.1.2 The Conditions Precedent to be satisfied by the Authority are as follows:

- (a) The Authority has provided a list of all buildings, equipment, supplies, furniture, fixtures, inventory and staff of the RBC(s), which shall be transferred with all rights and control, pertaining to the use and management of the same to the Manager;
- (b) The Authority has handed over the physical, managerial and administrative control of the RBC(s) to the Manager.
- (c) The Authority has entered into the Independent Expert Agreement for the appointment of Independent Expert for the Project.
- (d) The Authority has entered into the Independent Auditor Agreement for the appointment of Independent Auditor for the Project.
- (e) It is mutually agreed between the parties that if any of the above said condition is not met than the Authority upon mutual agreement may grant reasonable time to meet the condition precedent.

3. CONCESSION AGREEMENT AND CONTRACT PERIOD

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

4. OBLIGATIONS OF THE AUTHORITY

- 4.1. The Authority hereby agrees and undertakes that:

- (a) The Authority will provide a list of all buildings, equipment, supplies, furniture, fixtures, inventory and staff of the RBC(s), which shall be transferred with all rights and control, pertaining to the use and management of the same to the Manager;
- (b) The Authority shall continue to release the annual single-line grant_budget allocated to the RBC(s) in accordance with the government procedures and independent disbursement mechanism set out under Escrow Agreement;
- (c) The Authority shall continue to pay salaries and other emoluments of all Staff, appointed and posted at the HBB(s), as these stood on the Signing Date;
- (d) The salaries of Staff and their benefits will be disbursed in accordance with governmental procedures and all the staff posted in the HBB(s) would continue to be civil servants and entitled to regular service benefits as permissible under law;
- (e) The Authority shall clear all outstanding bills including, electricity, gas, water & conservancy and other utilities bills, and all taxes including property tax, local government tax and any other taxes and levies due up till the Effective Date;
- (f) The Authority shall monitor and inspect the performance of the Manager against the Key Performance Indicators as set out in [Schedule – A] of this Agreement.

use and management of the same, subject to the terms and conditions of this Agreement;

- (b) The Manager shall be responsible for the delivery of, including but not limited to, the following:
 - (i) Preliminary survey of the infrastructure, equipment, inventory, training aids, tools, furniture, for preparing the required interventions, which may include refurbishing, refurnishing, up grading and/or procuring the required materials for RBC(s);
 - (ii) Initial assessment of the quality and availability of medical facilities through determining the health specialists and ancillary staffs abilities for preparing the required interventions which may include training of doctors and/or other ancillary staff, hiring of additional health specialists and/or other ancillary staff subject to terms and conditions of this Agreement;
 - (iii) The Manager shall provide technical and/or other training to the existing Staff including health specialists and/or other ancillary staff at the RBC(s), based on Training Need Assessment ("TNA"), as examined during the initial assessment;
 - (iv) The Manager shall ensure capacity building of the existing Staff, health specialists and other ancillary staff and shall also extend this facility to other employees of Authority, as mutually decided by the Parties;
- (c) The Manager shall be responsible for the availability of essential kits, consumable, and all repair of the equipment including general maintenance of RBCs.
- (d) The Manager shall be responsible for all the malpractice and negligence in any department of RBCs in the Blood Transfusion System (vain to vain).
- (e) The Manager shall be responsible for the cost of utilities and due maintenance of equipment, furniture and buildings of the RBC(s) at acceptable and satisfactory standards during the term of this Agreement;
- (f) The Manager shall be responsible for all government taxes, duties and levies including local government tax during the term of this Agreement;
- (g) The Manager shall ensure that the land and/or building and/or any other area of the RBC(s) transferred to the Manager under this Agreement shall solely be used for improving safe blood transfusion and health-care purposes only, or any other additional services, as determined by the Authority from time to time;
- (h) The Manager shall use the logo of the Authority along with its own logo in all official publications including but not limited to signboards, letter head and official cards, and in any course of events organized in connection with the assignment under this Agreement;
- (i) The Manager shall place signboard with logo of the Authority at the RBC(s) for visibility of the assignment under this Agreement; The Manager will also be authorized to display his logo on all the signage of the RBC(s) and on its stationary.
- (j) The Manager shall make the best possible use of the services of the Staff at the RBC(s), subject to the terms and conditions of their appointment, for the optimum delivery of the blood transfusion services;
- (k) The Manager shall provide to the Authority and the Independent Expert, a bi-annual progress report in relation to the services performed by the Manager including the expenses incurred by the same;

- (m) The Manager shall maintain a record of financial transactions and accounts in such manner as is expected of a corporate body and provide the same to the Authority and IA on quarterly basis;
- (n) The Manager shall maintain an inventory register for all capital items procured or purchased under this Agreement;
- (o) The Manager shall not assign rights or delegate obligations to any other party under this Agreement, without prior written consent of the Authority.
- (p) The Manager shall transfer back to the Authority all the buildings, equipment, supplies, furniture, inventory and Staff of the RBC(s) at the expiry of the Contract Period or termination of this Agreement, whichever comes earlier.

6. REPRESENTATIONS AND WARRANTIES

6.1. Representations and Warranties of the Manager

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

- (a) it is incorporated under the laws of Pakistan, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (b) its registered office is situated at [*];
- (c) it has taken all necessary corporate and other actions under applicable laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- (d) it has the financial standing, technical ability and capacity to perform its obligations under this Agreement;
- (e) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- (f) it is subject to the laws of Pakistan, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising hereunder including any obligation, liability or responsibility hereunder;
- (g) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its constitutional document or memorandum and articles of association or any applicable laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it or they is or are a party or by which it or they or any of its or their properties or assets is bound or affected;
- (h) there are no actions, suits, proceedings or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;

- (j) it has complied with all applicable laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a Material Adverse Effect on its ability to perform its obligations under this Agreement;
- (k) all rights and interests given to the Manager under this Agreement shall pass to and vest in the Authority or its nominee on the termination of this Agreement free and clear of all liens, claims and encumbrances; and
- (l) no representation or warranty by it contained herein or in any other document furnished by it to the Authority or to any government department pursuant to this Agreement contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;

6.2. Representations and Warranties of the Authority

6.2.1. The Authority represents and warrants to the Manager:

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

6.3. Disclosure

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

7. STATUS OF STAFF & EMPLOYMENT

- 7.1. During the term of this Agreement, all Staff posted and appointed at the HBB(s) shall retain their current employment status and shall continue to be governed by the terms and conditions of employment as determined by the Authority as these stood as on the Signing Date.
- 7.2. The Manager may engage any additional staff including health specialists or any other ancillary staff, in accordance with the at RBC who shall be governed by their respective employment contracts with the Manager and shall not have any rights and claims against

- 7.4. Any Staff at the RBC(s) or otherwise allocated to the Manager under this Agreement, found guilty of misconduct, acts of commission and omission, non-cooperation with the administration of the Manager shall be intimated to the Authority before and after taking disciplinary actions.
- 7.5. The Authority, at its discretion, shall have the absolute right to visit the RBC(s) at any time and the Manager shall be bound to facilitate such visits and shall take due notice of any action on the written observations made during their visits by the Authority.
- 7.6. Only the designated officers and/or auditors as identified by the Authority shall have the right to inspect any and/or all administrative and financial records, oral or written, of RBC(s) and the Manager shall facilitate such inspections and shall take due notice of any action on the written observations made during their inspection visits.
- 7.7. The Independent Expert shall have the right to inspect any and/or all administrative and financial records, oral or written, of RBC(s) at any time and the Manager shall facilitate such inspections and shall take due notice of any action on the written observations made during their inspection visits, under intimation to the Authority.

8. FINANCE & AUDIT

- 8.1. As set out in [Schedule – B], the Manager shall be provided by the Authority, a copy of the annual single-line grant dedicated for the RBC(s), for the year in advance to indicate the specific provisions made available for each purpose to which a line item relates. The funds shall, however, be provided to the Manager bi-annually in accordance with the government procedures and independent disbursement mechanism set out under Escrow Agreement. The Manager shall be free to utilize, as it deems most appropriate for the best delivery of the services under this Agreement.
- 8.2. The Manager shall carry out the services under this Agreement in accordance with the approved budget and Management Fee and the Authority shall not compensate for expenses beyond those approved in the budget.
- 8.3. The Manager shall notify and seek written consent from the Authority if it obtains any financing or donation, charity, philanthropic gifts, including financial or non-financial, for providing services under the scope of this Agreement from a third party during the term of this Agreement. The Manager shall utilize the support received from a third party as per the instructions of the Authority.
- 8.4. The Manager shall open and maintain a separate bank account to be operated by the Manager solely for the purposes of this Agreement (the **Project Account**);
- 8.5. The Project Account in respect of the RBC(s) shall be audited by Independent Auditor bi-annually and a copy thereof shall be provided to the Authority within thirty (30) days of the approval of accounts.
- 8.6. In the event of any savings at the end of financial year, the unspent amount shall remain in the Project Account for future periods during the Contract Period, in the best interest of the RBC(s) subject to the consent of the Authority.
- 8.7. In the event of any savings at the end of the term of this Agreement, the unspent amount shall promptly be reported and paid to the Authority.
- 8.8. Any or all income generated under this Agreement shall be utilized in the RBC(s) in the development and best interests of the hospital. Such income generation shall be informed and/or provided written documentation to the Authority on quarterly basis.

9. INDEPENDENT EXPERT

shall appoint such firm as the Independent Expert in terms of the Independent Expert Agreement.

- 9.3. In the event the firms of technical experts identified by the Manager in the IE List are not acceptable to the Authority, the Manager and the Authority shall appoint (in terms of the Independent Expert Agreement) such firm as the Independent Expert as is mutually acceptable to the Authority and the Manager and such appointment shall be in terms of the Independent Expert Agreement.
- 9.4. The Independent Expert shall provide the services set out in the Independent Expert Agreement and as requested by the Parties with mutual consent from time to time. The minimum qualification will be post graduate pathologist/ hematologist.
- 9.5. The appointment of the Independent Expert shall be for an initial term of two (2) years (the **Appointment Term**) from the Effective Date; provided, however, the Independent Expert Appointment term shall be extended prior to expiry of the same so as to ensure that at all times during the Grant Period, an Independent Expert is retained/appointed, for the purposes set out in this Agreement.
- 9.6. The Parties shall require the Independent Expert to designate and notify to the Authority and the Manager of the authorized representatives of the Independent Expert that shall be authorized by the Independent Expert to sign for and on behalf of the Independent Expert, and any communication or document required to be signed by the Independent Expert shall be valid and effective only if signed by such authorized signatories on behalf of the Independent Expert; provided, that the Independent Expert may, by notice in writing to the Parties, substitute any of the authorized signatories.
- 9.7. The Manager shall be solely responsible for the payment of the fees and expenses payable to the Independent Expert pursuant to the Independent Expert Agreement, notwithstanding that the Independent Expert shall be appointed by and shall fulfill its obligations in accordance with the terms of the Independent Expert Agreement.
- 9.8. The appointment of the Independent Expert may be terminated:
- 9.8.1. by either Party if, the Independent Expert is adjudged insolvent and / or bankrupt and / or the winding up proceedings are filed against the Independent Expert and/or the Independent Expert files winding up proceedings in a court of law and / or any action for malpractice and / or misadministration is filed against the Independent Expert in a court of law;
- 9.8.2. by the Parties with the mutual consent of the Parties
- 9.9. The occurrence of any of the events listed in section 9.8, the Parties shall have the right to terminate the Independent Expert Agreement in accordance with the terms of the same or and/or in the event of expiry of the Appointment Term, the Parties shall appoint a new Independent Expert. In the afore-stated circumstances, the Parties shall replace the appointed Independent Expert with another firm of technical experts provided by the Manager pursuant to section 9.1 above; provided, however, that the termination and/or replacement of the Independent Expert shall not have effect till such time as the replacement Independent Expert has been appointed.
- 9.10. The Manager shall ensure that all provisions of this Agreement pertaining to the Independent Expert and its responsibilities in respect of the matters set out herein are duly incorporated in the Independent Expert Agreement.

10. APPOINTMENT OF INDEPENDENT EXPERT

The Parties shall appoint such firm as the Independent Expert as may be acceptable to the Parties provided that the firm to be appointed shall have:

- (i) experience of managing and/or operating health facilities/ blood transfusion

- 10.2 The Independent Expert shall be appointed and shall be responsible for fulfilling its duties and responsibilities from the date of its appointment until the Expiry Date, unless its appointment is terminated earlier
- 10.3 The Operator shall provide a list of three (03) potential Independent Experts, fulfilling the criteria as mentioned above to the Authority within thirty (30) days of the signing of Agreement or of an addendum to the agreement

10.4 DUTIES AND RESPONSIBILITIES OF THE INDEPENDENT EXPERT **GENERAL**

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

- (i) Reviewing and approving/certifying all activities associated with the fulfillment of KPIs by the Operator/Party
- (iii) Reporting to the Authority on technical aspects under the Agreement;
- (iii) Assist the Operator in designing of the reporting and other Monitoring; Evaluation and Reporting (MER) tools. (This is expected to be a one-time activity, with revisions on need basis);
- (iv) Preparing guidelines with the operator for employment criteria for staff at the facilities. (This is expected to be a one-time activity);
- (v) If required, assisting the Parties in resolving any dispute or making determinations referred to it pursuant to the Agreement;
- (vi) Carrying out any other duties and functions specified in the Agreement or assigned other than those listed above.

11. AUDITOR APPOINTMENT OF INDEPENDENT AUDITOR()

- 11.11 The Parti(ies) shall select one of the chartered accountancy firms out of the Big Four as the Independent Auditor.
- 11.12 In the event the Parties are unable to mutually agree on the appointment of the Independent Auditor out of the Big Four, the Parties shall appoint such firm as the Independent Auditor as may be acceptable to the Authority out of the Big Four.
- 11.3 Operator shall provide a list of three (03) potential Independent Auditors, fulfilling the criteria as mentioned above to the Authority within fourteen (14) days of the signing of Agreement or of an addendum to the agreement.

11.4 DUTIES AND RESPONSIBILITIES OF THE INDEPENDENT AUDITOR

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

- (i) calculating Payable payments as stipulated in the agreement)

(iv) assisting the Parties in determining, under the Agreement:existence and consequences of a Force Majeure Event,- an Event of Default, the remedy of defaults and termination procedures, the existence, nature and consequences of a Change in Law,the existence and consequences of any of the other relief items set out in the Agreement, and/or any other matter of a technical nature referred by both Parties;

(v) reviewing the proposed changes in budget / re alignment of budget during the service period.

(vi) carrying out any other duties and functions specified in the Agreement or assigned other than those listed above.

12. DISPUTE RESOLUTION

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

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

13. ARBITRATION

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

(a) Each of the parties unconditionally and irrevocably agrees to the submission of such dispute to binding arbitration governed by the Arbitration Act, 1940, by appointment of a sole arbitrator that is acceptable to both the Parties.

(b) Each of the Parties unconditionally and irrevocably agrees to accept the award rendered by the Arbitrator as final and binding and not to hinder, obstruct or nullify the enforcement or execution of any award rendered by the Arbitrator.

(c) The cost of the arbitration shall initially be borne by both the Parties equally, however, at the time of award, the cost shall be borne by either of the Party or both the Parties as assessed by the arbitrator.

(d) The venue of such arbitration, including the venue of hearings and meetings of the arbitral tribunal, shall be Karachi, and the language of arbitration proceedings shall be English.

(e) The Parties agree and undertake to carry out the award made by the Arbitrators without delay.

(f) The Manager and the Authority agree that an award may be enforced against the Manager and/or the Authority, as the case may be, and their respective assets wherever situated.

(g) This Agreement and the rights and obligations of the Parties shall remain in full force

pay/reimburse for actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Manager of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of services by the Manager to any Patient and any other users or from any negligence of the Manager under contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Authority Indemnified Persons.

14.2 the Manager shall fully indemnify, hold harmless and defend the Authority and the Authority Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to: (a) failure of the Manager to comply with Applicable Laws; (b) payment of taxes required to be made by the Manager in respect of the income or other taxes of the Manager's Contractors, suppliers and representatives; or (c) non-payment of amounts due as a result of materials or services furnished to the Manager or any of its Contractors which are payable by the Manager or any of its Contractors.

15. FORCE MAJEURE

- 15.1 A "**Force Majeure Event**" shall mean any event or circumstance or combination of events or circumstances (including the effects thereof) that is beyond the reasonable control of a Party and that on or after the Effective Date materially and adversely affects the performance by such affected Party (the **Affected Party**) of its obligations under or pursuant to this Agreement; provided, however, that, such material and adverse effect could not have been prevented, overcome or remedied in whole or in part by the Affected Party through the exercise of diligence and reasonable care.
- 15.2 Without limiting the generality of the foregoing, Force Majeure Events hereunder shall include each of the following events and circumstances (including the effects thereof), but only to the extent that each satisfies the requirements above:
- i. any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, , riot, insurrection, civil commotion, or act or campaign of terrorism or political sabotage; or
 - ii. any strike& lockout, work-to-rule, go-slow, or analogous labour action that is politically motivated or is widespread or nationwide; or
 - iii. any lightning, fire, earthquake, tsunami, flood, storm, cyclone, typhoon, or tornado; or
 - iv. any change in law or legislation, any decision or order of governmental authorities or judicial authorities that impedes the performance under this Agreement.
- 15.3 Notwithstanding anything contained herein, the Affected Party shall, as soon as practicable, and in any case within seven (7) days of the date of occurrence of a Force Majeure Event or from the date of having knowledge thereof, notify the Independent Expert and the other Party, of the occurrence of the Force Majeure Event by the issuance of a notice in writing (the **Force Majeure Notice**).
- 15.4 The Parties shall, as soon as practicable upon the receipt of the Force Majeure Notice and in any case within five (5) days from the date of receipt of the same, convene a

however that the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event and/or of the effects of the same.

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

16. TERMINATION

- 16.1 This Agreement shall be automatically terminated at the expiry of the Contract Period, unless otherwise terminated earlier under the said Clause 16.
- 16.2 Upon occurrence of the Force Majeure Event, either Party may in its discretion terminate this Agreement by issuing a notice of termination to the other Party subject to clause 15.6 of this Agreement;
- 16.3 If at any stage, the object of this Agreement is not being adequately achieved based on the assessment of the Authority, the Authority may issue a show cause notice to the Manager, with response time of maximum eight (08) weeks. Following the Manager's response, the Authority may allow a period of sixty (60) days to the Manager to rectify its non-performance and align to the object of this Agreement. If such fault persists at the expiry of the rectification period, as per the Independent Expert report, the Authority shall have the discretion to terminate this Agreement by issuing a notice of termination.
- 16.4 In the event, the Manager fails to achieve at least 70% "pass" performance score on KPIs for 3 consecutive times based on the assessment of Independent Expert, the Authority shall have a right to terminate this Agreement by issuing a notice of termination. In such a case, the Performance Security shall be encashed by the Authority and the Manager shall promptly return all unspent amount to the Authority.
- 16.5 The Authority upon the termination of this Agreement shall receive all the buildings, equipment, supplies, furniture, inventory and staff of the RBC(s) back from the Manager.

17. MISCELLANEOUS

17.1 ENTIRE AGREEMENT

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

17.2. AMENDMENT

- 17.2.1. The provisions of this Agreement may be amended or modified in writing only with the prior written consent of each of the Parties.
- 17.2.2. This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

17.3. SEVERABILITY

- 17.3.1. The failure by any Party to exercise any right or remedy herein or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future exercise of such

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

17.4. NOTICES

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

Authority: Health Department, Government of Sindh.

Attention: Dr. Ahsanullah Khan

Address: Nurisng Directorate (Women Resource Center), Kala Pul Karachi.

Tel: 0321 2100494

Email: drahsan@sindhhealth.pk

Manager: [•]

Attention:

Address:

Tel:

Fax:

Email:

- 17.6. Any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or email, it shall be deemed to have been delivered on the working day following the date of its delivery.
- 17.7. Each Party may change the above address by prior written notice to the other Party.

17.8. GOVERNING LAW

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

SIGNATURE PAGE

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

AS GOS

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



SIGNATURE

Name:

Designation:

SIGNATURE

Name:

Designation:

in the presence of:
signature of witnesses

SIGNATURE

1- Name:

Address:

NIC No:

2- Name:

Address:

NIC No:

AS MANAGER

For and on behalf of [•] through its authorized signatory



SIGNATURE

Name:

Designation:

in the presence of:
signature of witnesses

SIGNATURE

1- Name:

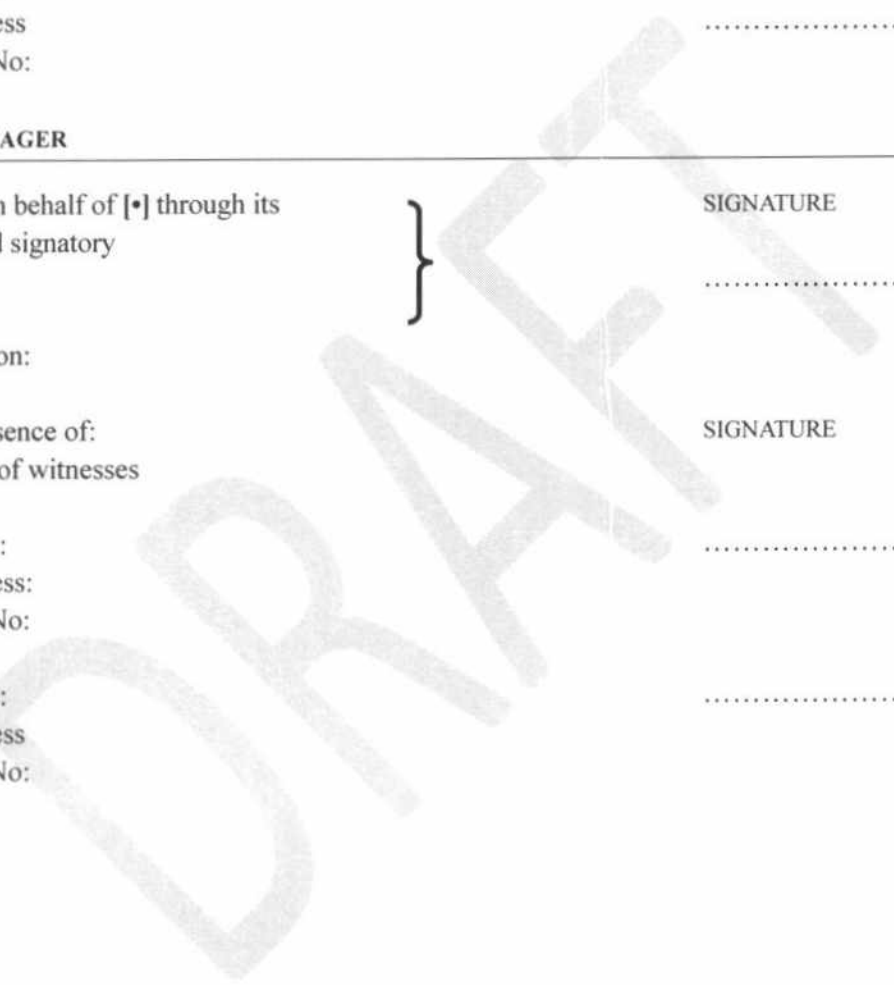
Address:

NIC No:

2- Name:

Address:

NIC No:



[SCHEDULE – A]

KEY PERFORMANCE INDICATORS

The Manager shall obtain at least 70% (Seventy percent) out of the total 100% (hundred percent) on the Key Performance Indicators, to get a “pass” score on the evaluation of the performance under this Agreement. (Only relevant and applicable KPI for RBC(s) will be applicable and agreed within the first quarter of the effective date between the Authority and the Manager)

- I. Independent Expert will follow, monitoring & evaluation Hemovigilance in the RBCs & HBBs vein to vein.
- II. Independent Expert will evaluate the works management of RBCs & HBBs and clean water supplies
- III. Independent Expert will look after and monitor public complaints
- IV. Independent Expert will issue a satisfactory & dissatisfactory report on Blood Transfusion System
- V. Independent Expert will check the supply chain by and large for all technical expert of it
- VI. Independent Expert will check donor relation with RBCs and blood donor management
- VII. Independent Expert will see quality of whole Blood Transfusion System
- VIII. Independent Expert will check the screening of TTIs, SOPs and quality amount in BTS
- IX. Independent Expert will see quality management in Blood Transfusion System chain vein ti vein
- X. Independent Expert will check the SOPs, Inventories, Quality of Blood Storage mechanism
- XI. Independent Expert will see the progress of transformation of exchange donors to Voluntary donors
- XII. Independent Expert will examine SOP, Quality in HBBs and evaluate Blood Transfusion System periodically in words

(The list is not exhaustive and will be amended subsequently by the Health Department, Government of Sindh before signing of the Concession Agreement)

[SCHEDULE – B]

ANNUAL SINGLE-LINE GRANT DEDICATED FOR THE RBC(S)

During Grant Period, the single-line grant dedicated for the RBC(s) and Management Fee for the relevant year shall be provided to the Manager by Authority. Disbursement of first semi-annual payment shall be made by the Authority to the Manager within thirty (30) days of the Effective Date in accordance with the government procedures and independent disbursement mechanism set out under Escrow Agreement.

For the subsequent years during Grant Period, the Authority shall provide to the Manager a copy of the budget of single-line grant dedicated for the RBC(s) for the respective year in advance to indicate the specific provisions made available for each purpose to which a line item relates. The annual payments provided by the Authority shall include all taxes including property tax, local government tax and any other taxes and levies.

At all times during the Grant Period, disbursement of single-line grant and Management Fee shall be made to the Manager bi-annually in advance in accordance with the government procedures and independent disbursement mechanism set out under Escrow Agreement.

DRAFT



Public Private Partnership (Node)
Department of Health, Government of Sindh

**REQUEST FOR PROPOSALS
(RFP)
CONTRACTING OUT
REGIONAL BLOOD CENTERS (RBCs),
IN SINDH**

**(KARACHI, JAMSHORO, SHAHEED
BENAZIRABAD, SUKKUR)**

UNDER SINDH PUBLIC PRIVATE PARTNERSHIP ACT-2010

Volume 1: Request for Proposal

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

REFERENCE:

CONTRACTING OUT REGIONAL BLOOD CENTERS (RBCS),
(KARACHI, JAMSHORO, SHAHEED BENAZIRABAD & SUKKUR)

Dear Bidder,

The Health Department Government of Sindh ("GoS"), hereby invites Bids from potential partners to establish performance based Public Private Partnership for operation and management of 04 'Regional **Blood Centres (RBCs) together with 23 attached DHQ/THQ Hospital Blood Banks** at (Karachi, Jamshoro, Shaheed Benazirabad & 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.

This RFP has been issued by the Health Department for all the four RBCs along with the attached Hospital Blood Banks with the respective RBCs. In response to this RFP, the Bidders are required to submit proposal for each RBC separately. A Bidder may submit separate proposal/s for one or more than one RBCs.

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 Sindh Public Procurement Rules, 2010 thereto (as amended from time to time) and the Sindh Public Private Partnership Act 2010 (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 + 07 |
| Submission and opening of Proposals (the Proposal Deadline) | T+25 |
| Announcement of evaluation of Technical Bids and Opening of Financial Bids | T + 35 |
| Announcement of evaluation of Financial Bids and Preferred Bidder | T+40 |
| Issuance of LOA | T + 50 |
| Concession Agreement signing (the Signing Date) | T+ 65= X |
| Contract Period | |
| Fulfilment of Conditions Precedent (the Effective Date) | X +30 = Y |
| Contract Period | 10 years from Y |

REQUEST FOR PROPOSAL (RFP)

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

Each Bidder shall submit one properly marked sealed envelope for one Bid which shall include one original technical proposal and one original financial proposal in separately sealed envelopes and two (2) hard copies of each, with one soft copy (technical proposal on CD/USB) and shall submit other supporting documents and forms, as identified in this RFP, no later than 02:30 p.m. PST on the Proposal Deadline as per the guidelines given in the Data Sheet.

Bidders failing the basic eligibility criteria will be considered non-compliant against this bidding process. All bids must be submitted, as per the instructions provided in this RFP, to:

ATTENTION : **DIRECTOR PPP NODE**
HEALTH DEPARTMENT, GOVERNMENT OF SINDH
ADDRESS : Women Resource Center, Near Naval Heights, Kala Pul, Karachi.
TELEPHONE : 021-99223741

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

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, Shaheed Benazirabad and Sukkur) in PPP Mode for a fixed 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 Concession 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.

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

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 |
| GoP | GOVERNMENT OF PAKISTAN |
| GoS | GOVERNMENT OF SINDH |
| GTZ | GERMAN TECHNICAL ORGANIZATION |
| GMP | GOOD MANUFACTURING PRACTICES |
| HIV | HUMAN IMMUNODEFICIENCY VIRUS |
| HMIS | HEALTH MANAGEMENT INFORMATION SYSTEM |
| 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 |
| PPP | PUBLIC PRIVATE PARTNERSHIP |
| PMU | PROJECT MANAGEMENT UNIT |
| PSDP | PUBLIC SECTOR DEVELOPMENT PLAN |
| RFP | REQUEST FOR PROPOSAL |
| RBTC | REGIONAL BLOOD TRANSFUSION CENTRE |
| SoP | STANDARD OPERATING PROCEDURE |
| TFEC | TECHNICAL FINANCIAL EVALUATION COMMITTEE |
| 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 |

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

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

1. 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 Concession Agreement. |
| Anticipated Expiry Date | The date on which the Contract Period and all rights, titles, interests and benefits related thereto will expire, the same being the date falling on the 10 th yearly anniversary of the Effective Date. |
| Applicable Standards | The standards, requirements, criterion and timelines (as applicable) set out in relation to the services, the Project and its implementation, as defined in the Draft Concession Agreement. |
| Bid(s) | Any and all proposals or 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 | Means a total cost of the Project as reflected in Form 10 of the RFP Document submitted by the Bidder. |
| Bid Security | The security deposit that a Bidder must provide 1% of the proposed Bid Price, 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 B and in the amounts and conditions specified in ' <i>Bid Security</i> '. |
| 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 Concession Agreement. |
| 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 |

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

| TERM | MEANING |
|---|---|
| | 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; |
| Fee for Bidding Document | The Bidding document would be provided to the intending bidders upon submission of letter from the prospective bidder at a onetime non-refundable cost of Rupees Five Thousand in the form of Pay-Order and Demand Draft |
| Concessionaire | A Concessionaire shall be Successful Bidder to whom GoS will sign the Concession Agreement. |
| Contract Period | The period commencing from the Effective Date and ending on the date falling on the earlier of: (i) End of 10 th Annual Anniversary of the Effective Date; or (ii) Termination of the Concession Agreement. |
| Conditions Precedent | Has the meaning ascribed thereto in the Draft Concession Agreement |
| Conflict of Interest | Has the meaning ascribed thereto in ' <i>Conflict</i> ' – given in section 9.10.1 |
| Consortium | A Bidder comprised of a group, of 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 Successful 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 Concession Agreement. |
| Data Sheet | Has the meaning ascribed thereto in Section 13 |
| Draft Concession Agreement | Volume 2 of this RFP, titled as the "DRAFT CONCESSION AGREEMENT." The terms and condition of the concession agreement may be varied/modified/agreed/changed between the parties |
| Effective Date | The date on which all of the Conditions Precedent are fulfilled, waived or deferred by GoS and the Private Partner/ Concessionaire and the RBCs are available for operations; |
| Financial | The financial proposal submitted by the Bidder as part of its Bid that meets the requirements of Appendix B , |

REQUEST FOR PROPOSAL (RFP)

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

| TERM | MEANING |
|---|--|
| Proposal | |
| Government / GoS | The Department of Health, Government of Sindh |
| HMIS | Health Management Information System |
| Independent Auditor | Has the meaning ascribed thereto in the Draft Concession Agreement. |
| Independent Expert | Has the meaning ascribed thereto in the Draft Concession Agreement. |
| Integrity Pact | The instrument entitled 'Integrity Pact' as attached to this RFP as Appendix G , duly signed by the GoS and the Bidder. |
| Key Individuals | Individuals who hold one of the following positions for a Bidder: <ul style="list-style-type: none"> • Director Health; • Health Specialist; • Operations Manager; • MIS Specialist. |
| 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 9.4.1 |
| Concession Agreement | The agreement entitled "Concession Agreement" to be entered into between the GoS and the Private Partner appointed as a Successful Bidder that sets forth the detailed terms and conditions for the grant of the Concession Agreement |
| National Competitive Bidding Process | National Competitive Bidding Process to be regulated as Rules 15 (b) of the SPPRA Rules of 2010. |
| Performance Security | The security deposit that the Successful Bidder must provide in advance and may be renewable during the Contract Period, either in the form of a pay order or demand draft or Bank Guarantee, issued by a scheduled bank in Pakistan (with a minimum credit rating of at least 'AA-' as rated by JCR VIS or an equivalent rating by PACRA) acceptable to the GoS, of an amount equal to 1% of the total Bid Price. |

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| TERM | MEANING |
|---|--|
| PPP | Public Private Partnership, as defined in the Sindh Public Private Partnership Act 2010 (as amended from time to time) |
| PPP Unit | The Public Private Partnership Unit of the Finance Department of the GoS established pursuant to the Sindh Public Private Partnership Act 2010. |
| Pre-Bid Conferences | The conferences relating to the queries raised and clarifications sought by the prospective Bidders that are to be held on date and venue as notified by the Health Department, GoS |
| Successful Bidder | The Qualified Bidder who submits Compliant Proposal and is selected to undertake the Project as a Successful Bidder pursuant to this RFP. |
| Successful Bidder's Collaborator | The Successful Bidder, a Member or Participant of the Successful 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 Successful Bidder's Key Individuals. |
| Successful Proposals | Has the meaning ascribed to the term in this RFP |
| PPP Act | The Sindh-Public Private Partnership Act, 2010 (as amended from time to time) |
| Private Partner | Means: <ul style="list-style-type: none"> • the entity, enterprise or the Consortium that, further to this RFP and the final selection process, is declared the Successful Bidder and issued the LOA for, <i>inter alia</i>, for the purposes of entering into the Concession Agreement with the GoS; |
| Project | The contracting-out of RBCs in Sindh province; one each at Karachi, Jamshoro, Shaheed Benazirabad, and Sukkur as detailed in this RFP and the Draft Concession Agreement. |
| Proposal/ Bid | A proposal/bid submitted by a Bidder in response to this RFP and containing the documents of proof for eligibility criteria, Technical Proposal 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: <ul style="list-style-type: none"> • Volume1 – Instructions to Bidders |

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| TERM | MEANING |
|--|---|
| | <ul style="list-style-type: none"> • Volume 2 – Draft Concession Agreement |
| 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, for the purpose of opening, analysing, evaluating the Proposals and recommending Successful 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 Concession Agreement and the RFP. |
| Termination Date | Has the meaning ascribed thereto in Section 41.1.2 |
| Term of Reference (TOR) | Has the meaning ascribed thereto in Section 41 |

2. INTRODUCTION

- 2.1 The Government of Sindh seeks participation of private sector in quality health care service delivery to public, ensuring equitable and sustainable access specially promoting and propagating safe blood transfusion services. It is envisaged that the management of public sector healthcare facilities, Regional Blood Centres along with Blood Banks in the attached hospitals is handed over to private sector with the expectation that private sector expertise and know how in the field will bring a visible change in these institutions and offer quality services.
- 2.2 In this regard, the Health Department, Government of Sindh intends to evolve performance based Public Private Partnership (PPP) for Regional Blood Centres and its attached Hospital Blood Banks (RBCs) in Sindh in collaboration with the private sector health service providers towards the overall objective of improving safe Blood transfusion services in the province health service delivery visibly in the province of Sindh. This PPP is initially envisaged to be fixed term of ten (10) years. This is visualized to be primarily Concession Agreement for Regional Blood Centres and its attached HBBs (RBCs) in Karachi, Jamshoro, Shaheed Benazirabad and Sukkur. The Assets under these contracts will strictly remain of the Government of Sindh, and the partner organization will be responsible to ensure proper & replacement/periodic maintenance of equipment, building and other resources.
- 2.3 The Health Department, Government of Sindh is desirous of procuring services of Private Partners from health sector in Province of Sindh, Pakistan through the Concession Agreements for following major components:
- 2.3.1. The Health Department Government of Sindh (GoS) has constructed four state of the art Regional Blood Centres- RBCs (one each at Karachi, Jamshoro, Shaheed Benazirabad & Sukkur) with the assistance from Government of Germany through KfW-German Development Bank. The purpose of these 04 RBCs in Sindh is to setup Safe Blood Transfusion System along with the lines of international models by strengthening its organization and physical structure in the province which enables safe blood transfusions. The RBC's will act as production house, collect, process and distribute blood and blood components to the Hospital Blood Banks and strive to promote VNRBD in 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 all population groups in both rural and urban areas.
- 2.4 In this regard, the Health Department Government of Sindh (GoS) is seeking partnership with the private sector towards the overall objective of improving safe blood transfusion services 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 vested with the Government of Sindh. The partnering organization will be responsible to ensure proper & periodic replacement/ maintenance of equipment, building, and other resources.
- 2.5 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 National Competitive Bidding Process to invite the Bidders to submit Proposals with the intent to enter into the Concession Agreement for the Project. Further details on the scope of work can be found in this RFP.

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- 2.6 The recipients of this RFP are hereby invited to submit a bid containing relevant documents of proof as eligible bidder along with Technical and Financial proposals in respect of the services required for the Project given in (the **Data Sheet**).
- 2.7 A brief description of the Project and its objectives are given in the Data Sheet. Details are provided in (*Terms of Reference*) (the **TOR**).
- 2.8 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).
- 2.9 The Bidders will be given the opportunity to discuss their comments and suggested changes to the Draft Concession 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.
- 2.10 Based on the comments and suggestions of the Bidders that are acceptable to the GoS in its sole discretion, a Revised RFP and Draft Concession Agreement may be distributed to the Bidders, reflecting the changes that are accepted by the GoS, entirely at the GoS discretion. In case of any inconsistencies, the order of precedence shall prevail.
- 2.11 The Bidders, as a response to this RFP will prepare their Proposals, which shall contain their Technical and Financial proposals for the Project.
- 2.12 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.
- 2.13 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.
- 2.14 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.
- 2.15 all proposal submitted in response to this RFP are submitted upon a full understanding and agreement of terms related to '*Data Sheet-Section 13* of this RFP and, therefore, the submission of Bids in response to this RFP would be deemed as acceptance to the said terms.

3. AWARD OF CONTRACT

- 3.1 It is anticipated that through the Competitive Selection Process, one of the Bidders will be selected to become the Successful Bidder who will then be offered the LOA, which shall subsequently enter into the Concession Agreement (as the Private Partner) for the purposes of the Project. It is clarified here that the terms and condition of the concession agreement may be varied/modified/agreed/changed between the parties before signing of it
- 3.2 Technical Proposals from the Bidders will be evaluated on the basis of the criteria specified in '*Evaluation Criteria-Section 29* GoS intends to select such Bidder as the Successful Bidder

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that, inter alia, submits a Qualified Bid with the valid lowest Bid Price quoted by the Bidder for implementing the Project.

4. STRUCTURE OF THE RFP

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

- a. VOLUME 1: INSTRUCTIONS TO BIDDERS; and
- b. VOLUME 2: DRAFT CONCESSION AGREEMENT.

5. NO OBLIGATION TO SELECT OR PROCEED

5.1 Notwithstanding any other section in this RFP, by submission of a Proposal by a Bidder, in case the Bidder is a Consortium then such Bidder and each firm, corporation or individual member of the same acknowledges and agrees that:

- 5.1.1. 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 National Competitive 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;
- 5.1.2. the GoS is not obliged to accept the Proposal if it's 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.

6. COSTS AND EXPENSES INCURRED BY THE BIDDERS

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

7. DOCUMENTS

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

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

7.3 At any time before the submission of Proposals, the GoS may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify any of the documents listed in the Data Sheet by amendment. The amendment shall be hoisted on the website of Health Department, PPP Unit and SPPRA in the same manner as initially published and the same shall be binding on -Bidders. The GoS may, at its sole discretion, extend the deadline for the submission of Proposals.

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7.4 Each Bidder (and in case the Bidder is a Consortium, the Lead Member) shall nominate a representative with whom the GoS should liaise and shall provide such representative's details including designation and all relevant contact details. Legal documentation (e.g. power of attorney, board resolutions and other legally binding authorization) for appointment of the authorized representative of the Bidder (and in case the Bidder is a Consortium, the Lead Member) shall be provided with the Technical Proposal.

8. SUBMISSION OF THE PROPOSALS

- 8.1 Each Bidder shall submit a separate sealed Proposal for each RBC, which includes one original Technical Proposal and one original Financial Proposal and two (2) hard copies of each, with one soft copy (on CD/ DVD/ USBs) of Technical Proposal, all hard and soft copies in separate sealed envelopes with appropriate titles and shall also include other supporting documents and forms, as identified in this RFP and as per the guidelines given in the Data Sheet.
- 8.2 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 non-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 containing proposals for more than one RBC shall be disqualified as a non-complaint proposal.
- 8.3 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 (hard or soft) of the Proposal, the original shall prevail.
- 8.4 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.
- 8.5 The completed Proposals shall be delivered on or before the time and date stated in the Data Sheet, i.e. on or prior to bid submission Deadline, and the Technical Proposals will be opened by the TFEC within one (1) hour following the bid submission Deadline.
- 8.6 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.
- 8.7 In case of a Consortium, a Joint Bidding Agreement shall also be submitted by the Bidders, specifically appointing lead Member of the Consortium.
- 8.8 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.
- 8.9 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.

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9. SELECTION OF THE SUCCESSFUL BIDDER AND ANNOUNCEMENT

9.1 ELIGIBILITY

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):

- 9.1.1 Valid Registration with (any medical body, if applicable), or SECP or other regimens under the specific laws of Pakistan. The Bidder shall submit with the Bid the document of registration of the business entity.
- 9.1.2 Registration with Sindh Revenue Board or relevant tax authority.
- 9.1.3 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 to this effect (in case of Consortium, every member firm of the Consortium shall provide affidavit).
- 9.1.4 The Bidder has experience of operations & management of at least one (1) / relevant safe blood transfusion centre with availability of technical manpower.
- 9.1.5 Bidder 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;

9.2 TECHNICAL EVALUATION

The technical bids will be evaluated initially with respect to basic eligibility criteria. The Technical Bids will be evaluated against the Technical Evaluation Criteria as set in this RFP. The bidders achieving a minimum score of 70, or above shall be considered as technically qualified for the opening of Financial Bids. The bidders who fail to technically qualify will be returned their sealed and unopened Financial Bids.

9.3 FINANCIAL EVALUATION

Financial Bids of technically qualified bidders shall be opened in the presence of bidders and evaluated by TFEC. Bids having the lowest valid bid price shall be considered for issuance of letter of award / contract.

9.4 FINALIZATION OF THE TRANSACTION

- 9.4.1. Once the Successful Bidder is announced, the GoS shall issue a Letter of Award (the Letter of Award or LOA) to that Successful Bidder, which shall require that Successful 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.
- 9.4.2 The Successful Bidder shall, enter into the Concession Agreement (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 Concession Agreement.
- 9.4.3 Each Bidder shall provide a Bid Security with its Financial Proposal submitted with the Bid and such Bid Security shall be required to be valid for an initial period of at least ninety (90) days plus twenty eight (28) days beyond the original bid validity period making it a total of one hundred and eighteen (118) days from the Proposal Deadline. In case of a Bid being successful and Bidder submitting such Bid being declared the Successful Bidder and issued a LoA, the

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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 ninety days after the Termination Date in the amount equal to 1% of the total Bid Price for the ten (10) years in the form of the instrument attached to the Draft Concession Agreement. The Performance Security must be fully compliant with the format provided in the RFP and Draft Concession Agreement.

- 9.4.5 Should the Bidder refuse to sign the final version of the Concession Agreement 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.

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

- 9.5.1 The GoS may, at its sole discretion, at any time, and for any reason whatsoever, without becoming liable to the Bidder or to any other party, by way of addenda, modify, amend, or otherwise change all or any part of the RFP, including by amending the Consultation and Selection Process, by modifying the limits and scope of the Project, by extending any deadline or time limit specified herein, or by suspending, postponing, or terminating all or any part of the Consultation and Selection Process. Any addendum will be issued by the GoS in writing and the same will be explicitly identified as an addendum to this RFP.
- 9.5.2 Without limiting the scope, even though the GoS intends to name a Successful Bidder and sign a Concession Agreement, 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.
- 9.5.3 If the GoS terminates the Consultation and Selection Process, the GoS reserves the right to proceed with all or any part of the Project, including the use of some or all of a Bidder's ideas and concepts, based on the approach that the GoS considers to be most suitable.
- 9.5.4 In the event that the GoS rejects or annuls all the Bids, it may, at its discretion, restart the Consultation and Selection Process.
- 9.5.5 The GoS reserves the right to terminate the Consultation and Selection Process. The GoS shall, upon request by any of the Bidders, communicate to such Bidder, grounds for the cancellation of bidding process, but is not required to justify such grounds.

9.6 NO CONTRACT

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

9.7 NO COLLUSION

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- 9.7.1 By submitting a Proposal, the Bidder and each firm, corporation or individual member of the Bidder represents and confirms to GoS with the knowledge and intention that GoS may rely on such representation and confirmation that its Proposal has been prepared without collusion or fraud, and is in fair competition with the other Bidders and the Proposals of the other Bidders.
- 9.7.2 GoS reserves the right to disqualify any Bidder that, in GoS opinion, has engaged in collusion in connection with the Project.
- 9.8 NO LOBBYING
- 9.8.1 The Bidders and the firm, corporation or individual members of a Bidder, will not attempt to communicate, directly or indirectly, with any representative of the GoS and/or the TFEC at any stage of this RFP process (including during the evaluation process), except as expressly directed or permitted by GoS, or except as may be required and permitted under another procurement competition, project or other assignment, in which event the Bidder will not have any discussions regarding the Project.
- 9.8.2 The GoS reserves the right to disqualify any Bidder that, in GoS's opinion, has engaged in lobbying in connection with this Project.
- 9.9 NO CLAIMS
- 9.9.1 The GoS shall not be liable for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Bidder or any firm, corporation or individual member of a Bidder, in preparing and submitting a Proposal or participating in negotiations for the Concession Agreement or any other activity related to or arising out of this RFP.
- 9.10 NO CONFLICT
- 9.10.1 There should be no conflict of interest (the **Conflict of Interest**) of any of the Bidders that affects the Competitive Selection Process. In case a Bidder contemplates any Conflict of Interest till the issuance of the LOA, it shall immediately notify the GoS in writing of such Conflict of Interest and the GoS, in its sole discretion, shall decide whether such conflict constitutes a Conflict of Interest. In case any Bidder is found to have a Conflict of Interest, it shall be disqualified. In the event of disqualification, the GoS shall encash and appropriate the Bid Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the GoS for, *inter alia*, the time, cost and effort of the GoS, including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the GoS hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Competitive Selection Process, if, *inter alia*:
- a) such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Bidder, or a constituent thereof in the other Bidder (s) (or any of its constituents), is less than 1% of its paid up and subscribed capital; or
 - b) a constituent of such Bidder is also a constituent of another Bidder; or
 - c) such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder (other than the subsidy is made to one Bidder, as allowed in subsection (a) above); or
 - d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

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- e) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Bid of either or each of the other Bidder; or
 - f) such Bidder has participated as a consultant to the GoS in the preparation of any documents, design or Technical Specifications of the Project.
- 9.10.2 A Bidder shall be liable for disqualification and forfeiture of its Bid Security if any legal, financial or technical adviser of the GoS in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to such Project during the Competitive Selection Process or subsequent to the:
- (i) issuance of the LOA; or
 - (ii) execution of the Concession Agreement.
- 9.10.3 In the event any such adviser is engaged by the Successful Bidder or the Concessionaire, as the case may be, after issuance of the LOA or execution of the Concession Agreement, then notwithstanding anything to the contrary contained herein, or in the LOA or the Concession 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 Concession Agreement, as the case may be, shall be liable to be terminated without the GoS being liable, in any manner whatsoever, to the Successful Bidder or Concessionaire for the same.
- 9.10.4 GoS reserves the right to disqualify any Bidder that in GoS opinion has a Conflict of Interest, whether such conflict exists now or is likely to arise in the future.
- 9.10.5 Any Proposal submitted in response to this RFP is submitted upon a full understanding and agreement of terms related to this RFP and therefore the submission of Proposal in response to this RFP would be deemed as an acceptance to the said terms.

10 CONFIDENTIALITY

- 10.1 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the GoS in relation to, or matters arising out of, or concerning the Competitive Selection Process. The GoS will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The GoS may not divulge any such information, unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the GoS.
- 10.2 All information supplied by GoS in connection with the RFP, including any documents shared as part of the data room or electronically, 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 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.
- 10.3 Bidders shall not at any time release any information concerning the RFP and/or their Proposal and/or any related documents and/or any negotiation and/or any discussion with GoS in this connection for publication in the press or on radio, television, screen or any other medium without the prior written approval of the GoS.

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10.4 Each Bidder undertakes to indemnify GoS and to keep GoS indemnified against all actions, claims, demands, liability, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any breach of the provisions of this *Confidentiality* Section.

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

11 PROJECT TEAM

11.1 The Health Department, Government of Sindh is managing the PPP process through PPP Node and coordinating activities related to designing, financing, Consultation and Selection Process, legal affairs, communications and the environmental related issues.

11.2 The GoS has designated a project manager who has been mandated to oversee the entire work required to be carried out in respect of the Project especially for data related to the performance and the haemo vigilance.

11.3 Any other person or enterprise that has a contract with the GoS to work on the Concession is also ineligible, unless specifically exempted by the GoS. The GoS will inform the Bidders, by way of addenda, of any contracts signed with such persons or enterprises.

12 INSURANCES

12.1 If a Bidder is selected as the Successful Bidder in accordance with the Revised RFP, it understands, undertakes and confirms that it shall be responsible for procuring Insurances in respect of the Project. All fees, costs and other expenditures relating to such Insurances shall be borne by the Concessionaire. Furthermore, the cost for Insurances may be included in the financial plan by the Bidders in the Budget Summary at Block 4.

13 DATA SHEET

13.1 INFORMATION FOR BIDDERS

INTRODUCTION

- 13.1.1 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.
- 13.1.2 Transfusion safety is a priority in the Pakistan Health Policy 2001 and is discussed in the Key Areal "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 2025 is the overarching vision document for development in Pakistan. This project draws guidance from the sections of the Vision 2025 document prepared by Planning Commission, the National Blood Policy, National Strategic Framework, these can be seen on the website of SBTP.

13.2 Overview of Blood Safety

- 13.2.1 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 labeled, and properly sealed.

13.3 Situation In Pakistan

- 13.3.1 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 al.2002; Asif, Khokhar & Ilahi 2004).
- 13.3.2 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.

14 PROJECT BACKGROUND

- 14.1 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

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Regional Blood Centres (RBCs) 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.

15 PROJECT OBJECTIVES

- 15.1 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 Centers (RBCs) linked to existing Hospital Based Blood Banks (HBBBs).
- 15.2 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.
- 15.3 Promotion of rational and appropriate clinical use of blood.
- 15.4 Promotion of principles of 'haemovigilance'.
- 15.5 Develop human resource (technical and managerial) to ensure adequate numbers of qualified and trained staff in the blood transfusion field.

16 PROJECT STRUCTURE

- 16.1 The Safe Blood Transfusion Service (BTS) is consistent with the internationally recommended blood transfusion system advocated by the WHO. This model ensures universal access to safe and efficacious blood to all and is followed in all the developed countries that have a blood transfusion system. This system has also been successfully adopted in developing countries including regional countries like Iran, Sri Lanka, and Gulf states etc.
- 16.2 The proposed BTS will be independent and fully responsible for establishing an efficient and safe blood transfusion system. The BTS will govern a network of Regional Blood Centers (RBCs). Each RBC will be linked with a number of Hospitals Based Blood Banks (HBBBs) in its vicinity.
- 16.3 The RBCs will generate blood and blood products and will also serve as storage and distribution centers 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 Centers 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 Centers.
- 16.4 The respective RBC 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 RBCs. 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 RBC will make sure to supply the required number of Blood units to that HBBB within due course of time.
- 16.5 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.

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17 Regional Blood Centers

- 17.1 The RBCs has been established on land provided by the provincial Government at Karachi, Hyderabad/Jamshoro, Sukkur and Shaheed Benazirabad. Karachi RBC is built on an area of 14780 sq ft and remaining three centers are built on an area of 10300 sq ft each. The RBC Karachi will have a capacity for collection of 50,000 donations of blood annually while RBC Hyderabad, Sukkur and Shaheed Benazirabad will collect 20,000 blood donations annually. Each of these RBCs will have six hospital based blood banks (HBBBs) attached to it.

The HBBBs attached to these RBCs are as under:-

- 17.1.1 RBC SGH-Qatar Karachi have attached 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
- 17.1.2 RBC LUMSH Jamshoro have attached 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
- 17.1.3 RBC, Civil Hosp: Sukkur have attached HBBBs in CMC Hospital Larkana, DHQ Hospital Kamber Shahdadt, Civil Hospital Khairpur Mir's, RBUT/Civil Hospital Shikarpur, Civil Hospital Jacobabad, and DHQ Hospital Ghotki.
- 17.1.4 RBC, PMC Shaheed Benazirabad having attached HBBBs in Institute of Health Shahdadpur, Civil Hospital Dadu, Civil Hospital Naushero Feroz, Civil Hospital Sanghar, THQ Hospital, Moro and THQ Hospital Khipro.

18 Service Delivery

- 18.1 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 RBCs will include:
- 18.1.2 Adoption of recommended screening protocols
- 18.1.3 Adequate training of technical staff
- 18.1.4 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
- 18.1.5 Screening for TTIs, 100% component preparation and compliance with GMP and GLP, and validation for quality assurance by adoption of recommended screening protocols
- 18.1.6 Maintenance of appropriate documentation at all levels including monitoring compliance for haemovigilance at the recipient level
- 18.1.7 Maintenance of an effective cold chain for the storage and transportation of blood and blood products to be supplied to the HBBBs
- 18.1.8 Donor management
- 18.2 There will be establishment of a Blood Donor Unit (BDU) at the RBC 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. 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 VNRBDs in addition to carrying out the functions of donor selection/screening, deferral, care, confidentiality and referrals.

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19 Development and Implementation of Central Information Centre (CIC)

- 19.1 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. Central information system established at the Federal Level of SBTP which will be linked with the provincial level of the BTS, which in turn will gather data from all the linked RBCs and HBBBs. Data will be collected through developed tools. HBBBs will send report on prescribed Performa to RBCs; they will compile and send these reports to provincial PMU.

20 The Assignment

- 20.1 The assignment for the Successful Bidder shall be to carry out the obligations set out in the Concession Agreement of the Project. The terms and condition of the concession agreement may be varied/modified/agreed/changed between the parties before signing of it

21 PROJECT DESCRIPTION

- 21.1 The Project involves operations and maintenance of the RBCs, each separately at Karachi, Jamshoro, Shaheed Benazirabad and Sukkur. It is currently envisaged that the term of the Private Partner will be for the Contract Period.
- 21.2 Following the expiry of the Contract Period, ownership of the Project related assets will be transferred to the GoS. The Contract will be awarded through a Competitive Selection Process open to National bidders.

22 PRE-BID CONFERENCES

- 22.1 The Pre-Bid Conferences will be held on 16th June, 2017 at 11 A.M at:

VENUE: Office of The Director PPP Node Health Department, Government Of Sindh Women Resource Center, Near Naval Heights, Kala Pul, Karachi.

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

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

ATTENTION DR, AHSAN ULLAH WAZEER

DIRECTOR PPP-NODE

ADDRESS: Women Resource Center, Near Naval Heights, Kala Pul, Karachi

- 22.2 The Bidders are requested to submit any substantive questions in writing or through fax or email to reach the GoS not later than two (02) Business Days before the Pre-Bid Conference.
- 22.3 It shall be assumed by the GoS that subsequent to the Pre-Bid Conferences on the technical and RFP matters, all the queries, comments and concerns of the Bidders have been addressed and answered to the full satisfaction of all the Bidders. Furthermore, any Proposal submitted in response to this RFP is submitted upon a full understanding and agreement of terms related to this Section (*Pre-Bid Conferences*) and, therefore, the submission of bids in response to this RFP would be deemed as an acceptance to the said terms.
- 22.4 The GoS, however, reserves the right to call any additional Pre-Bid Conferences, if it so desires to.

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23 PROJECT LIAISON

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

| | |
|--|---|
| HEALTH DEPARTMENT PPP NODE, DESIGNATION : DIRECTOR. PHONE : [021-99223740]. ADDRESS : Women Resource Center, Near Naval Heights, Kala Pul, Karachi. | PPP UNIT, FINANCE DEPARTMENT DESIGNATION : DIRECTOR PPP UNIT, FINANCE DEPARTMENT PHONE : 021-999222191 ADDRESS: 7 TH FLOOR, A.K. LODHI BLOCK, KAMAL ATTA-TURK ROAD, SINDH SECRETARIAT, KARACHI |
|--|---|

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

24 BID SUBMISSION: TIME AND PLACE OF DELIVERY

24.1 All Proposals shall be submitted in a sealed envelope no later than **2.30 pm PST** on the bid submission Deadline to the following address and marked for the attention of:

ATTENTION: Director PPP Node, Health Department, Government of Sindh

ADDRESS: Women Resource Center, Near Naval Heights, Kala Pul, Karachi.

TELEPHONE: 021-99223740

24.2 Proposals received after 2.30pm (PST) on the Proposal Deadline will be returned to the sender unopened. Bidders are responsible for ensuring that their Proposals are submitted at the time and place specified in this RFP.

24.3 The sealed envelope shall include one original Technical and one original Financial proposal, each in separate sealed envelope with appropriate titles and two (2) hard copies of the same, with one soft copy (of the Technical Proposal CD/ DVD/USBs), all hard and soft copies in separate sealed envelopes with appropriate titles and shall also include other supporting documents and forms, as identified in this RFP and as per the guidelines given in the Data Sheet.

25 BID VALIDITY

25.1 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.

25.2 A Bidder may refuse the afore-stated GoS request and can claim for return of its Bid Security. A Bidder agreeing to the GoS' request will extend the validity of its Bid Security correspondingly.

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26 OPENING OF THE PROPOSAL

- 26.1 The TFEC will open the Proposals at the office of Additional Secretary (Technical), 6th Floor, Building No. 1, 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 3:00 pm on the Proposal Deadline 5th July, 2017. The Bidders' representatives who are present shall sign a register in evidence of their attendance.
- 26.2 The GoS will examine the Proposal to determine whether they are complete and responsive in all respect.
- 26.3 The GoS shall prepare detailed minutes of the Proposal opening for transparency and its own record in accordance with the applicable laws.
- 26.4 The Bidder's names, bid withdrawals (if any), and such other details, as the GoS, at its discretion, may consider appropriate, will be announced at the Bid opening.
- 26.5 Any effort by a Bidder to influence the GoS in the process of examination, clarification, comparison and evaluation of Bids, or decisions concerning award of a Concession, will result in the rejection of that Bidder's Proposal.

27 TECHNICAL AND FINANCIAL EVALUATION COMMITTEE (TFEC)

- 27.1 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 this RFP.

28 PROPOSAL EVALUATION PROCESS

28.1 TECHNICAL EVALUATION

The technical bids will be evaluated initially with respect to basic eligibility criteria as set out in Section 29. The Technical Bids will be evaluated against the Technical Evaluation Criteria as set in this RFP. The bidders achieving a minimum score of 70, or above shall be considered as technically qualified for the opening of Financial Bids. The bidders who fail to technically qualify will be returned their sealed and unopened Financial Bids.

28.1 FINANCIAL EVALUATION

Financial Bids of technically qualified bidders shall be opened in the presence of bidders and evaluated by TFEC. Bids having the lowest valid bid price shall be considered for issuance of letter of award / contract.

29 EVALUATION CRITERIA

- 29.1 The TFEC shall carry out its evaluation, applying the evaluation criteria and point system specified below. Each responsive Technical Proposal shall be attributed to a score out of a total of 100 points.
- 29.2 The TFEC will select that Bidder as the Qualified Bidder, who meets the criteria set out in this RFP and submits a Complete Proposal.
- 29.3 The Proposal must be submitted at the place and by the deadline specified in this RFP.
- 29.4 The Commitment Form, with no amendments or changes thereto, must be signed by the Bidders and its Members.

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29.5 Duly passed resolutions giving the representative of the Bidder (and each of its Members, in case of a Consortium) signing authority must accompany the Commitment Form. In case a Bidder is not a corporate entity, the requisite power of attorney appointing the authorised representative to sign on behalf of the Bidder shall be provided.

29.6 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.

29.7 The Non-Disclosure Agreement, identical in form and content to the one found in **APPENDIX G**, with no amendments or changes thereto, must be signed by the Bidders and its members, for the access to data room. Further, the Integrity Pact, identical in form and content to the one found in **APPENDIX G**, with no amendments or changes thereto, must be signed by the Bidder and the GoS.

29.8 The Bidders must provide the Bid Security with the Financial Proposal submitted described in '*Bid Security*' Section 37. The financial bank guarantee shall be written in English, and must be fully compliant with the form of the same attached hereto at **APPENDIX B**.

29.9 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.

30. COMMERCIAL COMPLIANCE EVALUATION CRITERIA

30.1.1 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.

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

30.1.3 The Proposal must contain a detailed description of the Bidder, as specified in Section (*Information Concerning the Bidders*) section 36.1.

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

30.1.5 Proposals must not be conditional.

30.2 A Technical Proposal must satisfy the following conditions in order to be considered compliant:

30.2.1 It must contain all of the information specified in '*Standard Proposal Forms*' – Section 36

30.2.2 This evaluation is neither comprehensive nor a complete verification of technical compliance with the specifications of the Concession Agreement.

30.3 A Financial Proposal must meet the following requirements in order to be considered compliant. The Financial Proposal of only Technically Qualified Bidders shall be opened, whereas, the Financial Proposal of non-compliant bidders shall be returned back.

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

30.3.2 It must contain the Bid Security described in '*Bid Security*' – Section 37. The financial bank guarantee shall be written in English, and must be fully compliant with the form of the same attached hereto at **APPENDIX C**

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

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31 SCORING CRITERIA – EVALUATION OF TECHNICAL PROPOSALS

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

| EVALUATION CRITERIA | MAXIMUM SCORE |
|---|---------------|
| TECHNICAL EVALUATION CRITERIA | |
| 1. Structure of the bidding firm or the consortium, its technical capability (in house resources and experience of delivering Safe Blood Transfusion services) (Form 1 and 2) | 45 |
| 2. Project methodology (Form 3) | 30 |
| i. clear approach in terms of establishing mechanisms to be responsive for fulfilling the safe blood need of the public sector hospitals and health facilities | 10 |
| ii. Understanding of the environmental and quality management aspects of the Project & Health Care Waste Management at RBC and HBB level | 5 |
| iii. Community based plan for donor mobilization and donor management | 5 |
| iv. Plan for proper record-keeping of Donors ,assessment and mobile collection units using fully automated planned MIS | 5 |
| v. An effective operations and maintenance plan that meets the scope of work and performance criteria detailed in Contract Agreement | 5 |
| 3. Activity schedule and manpower induction schedule (Form 6 – 9) | 5 |
| 4. Key specialist team (Form 5) | 20 |
| TOTAL SCORE | 100 |

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

* see table below:

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

Note on Scoring Criteria:

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

32 FINANCIAL EVALUATION:

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

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33 OTHER CONSIDERATIONS

- 33.1 The Proposals must not be qualified, in any way whatsoever, apart from as allowed under the RFP and must be submitted strictly in accordance with this RFP.
- 33.2 All Proposals and other supporting documents shall be typed in the English language and state all monetary amounts in Pakistan Rupees (PKR), provided that the dollar or other currency may be quoted alongside the Pakistan Rupees.
- 33.4 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.
- 33.5 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.

34 CLARIFICATION OF PROPOSALS

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

35 SELECTION OF SUCCESSFUL BIDDER

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

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36 STANDARD PROPOSAL FORMS

36.1 INFORMATION CONCERNING THE BIDDERS

36.1.1 DESCRIPTION OF THE BIDDER

Each Bidder must provide the following information:

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

36.1.2 ROLES OF MEMBERS AND PARTICIPANTS

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

36.1.3 ROLE OF KEY INDIVIDUALS

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

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36.1.4 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.

36.1.5 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.

37 BID SECURITY

37.1 Financial Proposal submitted by each Bidder must be accompanied by a Bid Security in an amount equal to one (1%) percent of the Bid Price (as set out by the Bidders in the Bid), in Pakistani Rupees, which shall remain valid for a period of at least ninety (90) days plus twenty eight (28) days beyond the original bid validity period making it a total of one hundred and eighteen (118) days from the Proposal Deadline. Bid Security can **either be 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 B**.

37.2 The Bid Security submitted by the unsuccessful Bidders shall be released to the unsuccessful Bidders upon signing of the Concession Agreement.

37.3 Any Bid not accompanied by the required Bid Security, or accompanied by a Bid Security in an amount less than that required in accordance with SPPRA Rules or other than in the form of a commercial bank guarantee or from a commercial bank 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.

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

- a. In the case of a Successful Bidder, if it fails within the specified times to:
 - comply with the instructions laid down in the Letter of Award within the time period stipulated therein;
 - furnish the necessary Performance Security when required;
 - sign the Concession Agreement;
 - achieve all the conditions precedents agreed in the signed Concession Agreement.
- b. In the case of a Successful Bidder, in accordance with the Concession 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) days from the Proposal Deadline;

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- d. In case of an occurrence of a Concessionaire's event of default in terms of the Concession Agreement; and / or
- e. In case of default as expressed above.

38 INFORMATION CONCERNING THE DEVELOPMENT OF THE TECHNICAL PROPOSAL

- 38.1 Technical Proposals submitted by Bidders must contain all of the items specified in this RFP (including the 'List of Standard Proposed Technical Forms') and must adhere to the format described herein.
- 38.2 The Technical Proposal will provide the GoS with the means for assessing the Bidder's ability to comply with the Technical Specifications.

39 INFORMATION CONCERNING THE DEVELOPMENT OF THE FINANCIAL PROPOSAL

- 39.1 The Financial Proposal which shall be submitted by Bidders in the 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 'Bid Security' Section 37. The financial bank guarantee shall be written in English, and must be fully compliant with the form of the same attached hereto at APPENDIX B.

40 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.

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- | | |
|-----------|--|
| 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. |
| FORM – 10 | Financial/ budget Proposals |
| FORM – 11 | Conflict of Interest statement |
| FORM 12 | Financial Bid Form. |
| FORM 13 | Parent Company Letter of Comfort |
| FORM 14 | Affidavit |

Any additional information that may be necessary for Proposal.

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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: | | |

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FORM 2
PRESENT STAFF DEPLOYMENT

(As of _____)

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

| <u>FIELD OF EXPERTISE</u> | <u>TOTAL NUMBER OF PERMANENT STAFF</u> | <u>STAFF ASSIGNED TO ABOVE PROJECTS</u> |
|---------------------------|--|---|
| | | |

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 draft.

PROJECT METHODOLOGY

- i. clear approach in terms of establishing mechanisms to be responsive for fulfilling the safe blood need of the public sector hospitals and health facilities
- ii. Understanding of the environmental and quality management aspects of the Project & Health Care Waste Management at RBC and HBB level
- iii. Community based plan for donor mobilization and donor management
- iv. Plan for proper record-keeping of Donors ,assessment and mobile collection units using fully automated planned MIS
- v. An effective operations and maintenance plan that meets the scope of work and performance criteria detailed in Contract Agreement

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FORM 4
COMMENTS/SUGGESTIONS OF BIDDER

On the Terms of Reference (TOR)

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

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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 Medical and Dental Council, membership of an equivalent international body/authority, relevant registration authority acceptable to the GoS is 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:**

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

Signature of Staff Member

Date: _____
Day/Month/Year

Signature of Authorized official of the firm

Date: _____
Day/Month/Year

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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 |
|---|---|
| <p>The Private Partner shall submit monthly progress report with photographs, each photograph should carry information asunder:</p> <ul style="list-style-type: none"> • Name of Project • Location • Type of Work • Serial number of photographs | <p><i>[Dates to be given by the Bidder]</i></p> |

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At the end of the Project, the Private Partner shall 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.)

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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 _____

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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 |
|------|----------|-----------------|
| | | |
| | | |
| | | |

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FORM 10

FINANCIAL PROPOSAL /BUDGET

FORM F - FINANCIAL BID FORM

RELATING TO Regional Blood Centers (RBCs-_____)

To: Health Department
Government of Sindh
[insert address]

Date: _____

Re: CONTRACTING OUT OF RBC [INSERT DISCTRICT/ CITY NAME]

Ladies and/or Gentlemen,

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

| | |
|------------------|--|
| Bid Price | PKR [●]/- (Pakistani Rupees [●] Only) |
|------------------|--|

The Bid Price of the Invitation for Bids are provided in Attachment __ to this Financial Bid Form.

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

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

[Signature]

In the capacity of

[Position]

Authorized to sign this Financial Bid Form of

[Name of Bidder]

FINANCIAL MODEL

BUDGET SUMMARY (Sample)

| Capex Regional Blood Center (RBC) | | | | | | | | | | | |
|-----------------------------------|-------------------------------------|--------------------------|--|--|--|--|--|--|--|--|--|
| S.No | Description | Year-wise 10 Years' Cost | | | | | | | | | |
| 1 | RBC Vehicles | | | | | | | | | | |
| Opex Regional Blood Center (RBC) | | | | | | | | | | | |
| S.No | Description | Year-wise 10 Years' Cost | | | | | | | | | |
| 1 | RBC Human Resource | | | | | | | | | | |
| 2 | RBC Consumables | | | | | | | | | | |
| 3 | RBC Utility Bills | | | | | | | | | | |
| 4 | Any Other Expense | | | | | | | | | | |
| | Total | | | | | | | | | | |
| Opex Hospital Blood Banks (HBB) | | | | | | | | | | | |
| S.No | Description | Year-wise 10 Years' Cost | | | | | | | | | |
| 1 | HBB Human Resource | | | | | | | | | | |
| 2 | HBB Consumables for Patient Testing | | | | | | | | | | |
| 3 | HBB Utility Bills | | | | | | | | | | |
| 4 | Any Other Expense | | | | | | | | | | |
| | Total | | | | | | | | | | |
| TOTAL CAPEX BUDGET (RBC) | | | | | | | | | | | |
| TOTAL OPEX BUDGET (RBC) | | | | | | | | | | | |
| TOTAL OPEX BUDGET (HBB) | | | | | | | | | | | |
| MANAGEMENT FEE | | | | | | | | | | | |
| ALL APPLICABLE TAXES | | | | | | | | | | | |
| TOTAL BUDGET | | | | | | | | | | | |
| GRAND TOTAL BUDGET | | | | | | | | | | | |

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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 | | | | | | | | | | | | | | | | | | | | | |

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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/ | | | |

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| | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|----|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| 28 | Drivers small vehicles & motor bikes | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 29 | Drivers Heavy Vehicle License | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 30 | Guards | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 31 | Sweeper | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 32 | Lab Attendants | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | |

REQUEST FOR PROPOSAL (RFP)

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Summary of RBC Consumables

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

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Donor Collection Expense

| S No | Item Name | Quantity Required | | | | | | | | Unit Cost | | | | | | | | Total Cost | | | |
|------|-----------------------|-------------------|--|--|--|--|--|--|--|-----------|--|--|--|--|--|--|--|------------|--|--|--|
| 1 | Saniplast | | | | | | | | | | | | | | | | | | | | |
| 2 | Lancets | | | | | | | | | | | | | | | | | | | | |
| 3 | Juice | | | | | | | | | | | | | | | | | | | | |
| 4 | Triple Bags | | | | | | | | | | | | | | | | | | | | |
| 5 | Peads Bags | | | | | | | | | | | | | | | | | | | | |
| 6 | Standard blood bag | | | | | | | | | | | | | | | | | | | | |
| 7 | Yellow top tubes 5cc | | | | | | | | | | | | | | | | | | | | |
| 8 | Purple Top tube 2cc | | | | | | | | | | | | | | | | | | | | |
| 9 | Pyodine (450 ml) | | | | | | | | | | | | | | | | | | | | |
| 10 | Paper Tape (1 inch) | | | | | | | | | | | | | | | | | | | | |
| 11 | Tissue roll | | | | | | | | | | | | | | | | | | | | |
| 12 | Cotton roll (400 gm) | | | | | | | | | | | | | | | | | | | | |
| 13 | Hand sterilizer | | | | | | | | | | | | | | | | | | | | |
| 14 | Tourniquet | | | | | | | | | | | | | | | | | | | | |
| 15 | Miscellaneous | | | | | | | | | | | | | | | | | | | | |
| | Grand Total | | | | | | | | | | | | | | | | | | | | |

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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 | RPR | | | |
| 12 | ICT MP | | | |
| 13 | Blue Tips | | | |
| 14 | Yellow Tips | | | |
| | | | Grand Total | |

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 | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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Misc Consumables

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

Product Preparation

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

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

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 | | | |
| 12 | Combs Reagent | | | |
| | | | Total | |

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

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 |

REQUEST FOR PROPOSAL (RFP)

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

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 | |

REQUEST FOR PROPOSAL (RFP)

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

RBC Utility Bills

| S.No | Description | Cost / Year | | | | | | | | | | | |
|------|--|-------------|--|--|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | | | | | |
| 1 | Electricity | | | | | | | | | | | | |
| 2 | Telephone Bills | | | | | | | | | | | | |
| 3 | Internet Bills for Fiber 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 | Vehicles Maintenance | | | | | | | | | | | | |
| | Total | | | | | | | | | | | | |

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

HOSPITAL BLOOD BANK

Human Resource

| S# | Designation | Qty | Gross Salary / Month | Gross Salary / Year |
|----|---------------------------|-----|----------------------|---------------------|
| 1 | Blood Transfusion Officer | | | |
| 2 | Serology Supervisor | | | |
| 3 | Serology Staff | | | |
| 4 | Attendants | | | |
| 5 | Sweeper | | | |
| | Total | | | |

REQUEST FOR PROPOSAL (RFP)

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

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 | |

REQUEST FOR PROPOSAL (RFP)

CONTRACTING OUT REGIONAL BLOOD CENTRE'S RBCS) IN SINDH (KARACHI, JAMSHORO, SHAHEED BENAZIRABAD, SUKKUR)

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 | | | | | | | | | | |

Any Other Expense

| S.No | Description | Cost / Year | | | | | | | | | |
|------|--------------|-------------|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | Total | | | | | | | | | | |

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

FORM 11

CONFLICT OF INTEREST STATEMENT

RELATING TO THE CONTRACTING OUT REGIONAL BLOOD CENTERS (RBCs) - KARACHI, JAMSHORO, SHAHEED BENAZIRABAD & SUKKUR

Re: CONTRACTING OUT REGIONAL BLOOD CENTERS (RBCs) - KARACHI, JAMSHORO, SHAHEED BENAZIRABAD & SUKKUR

Ladies/Gentlemen,

We, the undersigned, are not aware of any conflict or potential conflict arising from prior or existing contract or relationship which could materially affect our capability to comply with our obligations under the Concession Agreement for the Project.

In particular, other than as disclosed below, we have no prior or existing contracts, negotiations or relationships with the Authority, its affiliates, representatives, advisors or consultants.

We disclose that the following transactions may be in conflict with the Project:

| Name of Project | Date Started | Description of Conflict |
|------------------------|---------------------|--------------------------------|
| | | |
| | | |
| | | |
| | | |

Yours Sincerely,

Authorized Signature:
Name and Title Signatory:
Name of Firm:
Address:

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

FORM 12

FINANCIAL BID FORM

RELATING TO THE CONTRACTING OUT REGIONAL BLOOD CENTRES (RBCs) – KARACHI, JAMSHORO, SHAHEED BENAZIRABAD, SUKKUR

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

Re: CONTRACTING OUT REGIONAL BLOOD CENTRES (RBCs) – KARACHI, JAMSHORO, SHAHEED BENAZIRABAD, SUKKUR

Date:

Ladies and/or Gentlemen,

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

| | |
|---------------------------|--|
| Total Project Cost | PKR [●]/- (Pakistani Rupees [●] Only) |
|---------------------------|--|

The Project Cost as per Section ___ and ___ of the Invitation for Bids are provided in Attachment 1 to this Financial Bid Form. In addition, a copy of the Financial Model, as required to be submitted in accordance with Section ___, is provided on a 'Microsoft Windows' readable USB memory stick submitted with the Financial Bid.

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

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

[signature]

In the capacity of
[position]

Authorized to sign this Financial Bid Form of
[name of Bidder]

REQUEST FOR PROPOSAL (RFP)

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

ATTACHMENT 1 TO THE FINANCIAL BID FORM – ESTIMATED PROJECT COST

The following table is only an indicative table in respect of various heads of costs and may be amended as per the Bidder's specific requirements / bid:

| A1. Budget for Proposed Interventions (Identified in Technical Bid) | | Rs. | A2. Direct Cost | | Rs. |
|--|--|-----|---|--|-----|
| Staff Training | | | Salary of Project Management Staff | | |
| Assessment System | | | Salary of ___ (staff) hired by concessionaire | | |
| | | | Travel and General Expenses | | |
| | | | Project Office Establishment Cost | | |
| Interventions for screening Health, Hygiene and Donor | | | Project Non-Salary Cost | | |
| Innovative approaches for voluntary donor | | | Management Fee | | |
| IT based RBCs & HBBs Management and Reporting | | | (Other(s) interventions proposed by concessionaire) | | |
| Community mobilization, activation and outreach | | | | | |
| (Other(s) interventions proposed by concessionaire in technical bid) | | | | | |
| TOTAL | | | TOTAL | | |
| A3. Overhead and Fixed Cost | | Rs. | A4. Other Direct Cost | | Rs. |
| Repair and Maintenance | | | Baseline Survey | | |
| Purchase of Assets including furniture, equipment, etc. (In addition to the existing assets) | | | Audit | | |
| Costs of the Independent Auditor | | | Monitoring and Reporting | | |
| Costs of the Independent Expert | | | Contingencies. | | |
| Utilities (on actuals) | | | (Other(s) interventions proposed by concessionaire) | | |
| TOTAL | | | TOTAL | | |

The Financial Model submitted by the Bidder shall also include any anticipated revenues from sources other than the Project Cost.

The Bidder shall specify the Project Cost in respect of each year of the Concession Period. The following assumptions shall be used by the Bidder while quoting its Project Cost:

- *A Discount Rate of 10% shall be assumed to index the Project Cost for each year of the Concession Period.*

REQUEST FOR PROPOSAL (RFP)

CONTRACTING OUT REGIONAL BLOOD CENTRE'S RBCS) IN SINDH (KARACHI, JAMSHORO, SHAHEED BENAZIRABAD, SUKKUR)

- *The Costs of the Independent Expert and the Independent Auditor shall be based on market quotations, taking into account the requirement for their appointment.*
- *Cost of inflation will be built separately into the financial proposal.*
- *Cost of Utilities may take into account any renewable sources of energy that the Bidder desires to install.*
- *The Bidder shall take into account all capital expenditure that it desires to incur while quoting the Project Cost for each year of the Concession Period.*
- *The amounts in respect of purchase of any assets, fixtures or other equipment shall not exceed 15% of the PC-1 value of the specific school, as set out in Annexure 8. The budget for this head is non-lapsable and will add with next years' budget.*
- *Repair and Maintenance is fixed @10% of School Specific Budget of the School for FY 2015/16. The budget for this head is non-lapsable and will add with next year budget. The School Specific Budget for each school is set out in Annex 8.*
- *The Bidder shall take into account any other sources of revenues while calculating the Project Cost that it includes in the bid.*
- *The Bidder shall teach the syllabus as notified by the Sindh Text Book Board and all costs quoted in the Project Cost must reflect the same.*
- *The Bidder may propose any additional heads of costs in its break-up of the financial bid, which shall be considered by the Authority.*
- *Realistic budgets, aligned with all staffing, facilities, and programming needs should be provided. Budget narrative with clear assumptions about expenditures, as well as elaboration of any additional funding source such as private sector support grants.*

The Management Fee quoted by the Bidder shall be separate in respect of each year of the Concession Period and this Management Fee shall be the additional amount bid by the Bidder in respect of providing services to the Authority hereunder. It is up to the Bidder whether it/he/she wants to include and charge a Management Fee or not.

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

FORM 13
PARENT COMPANY LETTER OF COMFORT

To: Health Department
Government of Sindh
Women Resource Center, Near Naval Heights, Kala Pul, Karachi, Pakistan

Re: CONTRACTING OUT REGIONAL BLOOD CENTERS (RBCs) – KARACHI, JAMSHORO, SHAHEED BENAZIRABAD, SUKKUR
[Date]

Dear [Sir/Madam],

We refer to the Request for Proposal issued by the Health Department, dated [●] (“RFP”), inviting bids from Prospective Bidders for the execution and completion of a Concession Agreement involving the Contracting Out Regional Blood Centers (RBCs) - Karachi, Jamshoro, Shaheed Benazirabad, Sukkur (the **Project**).

According to the Section [●] of the RFP, the Prospective Bidder, or if the Prospective Bidder is a Consortium, at least one of the Consortium members, may choose to present financial statements from a Parent Company to satisfy Financial Criteria in QC2. For this purpose, the "the Parent Company" means any corporate entity Controlling the Prospective Bidder, or if the Prospective Bidder is a Consortium, the relevant Consortium member, and "Control" means having, directly or indirectly, a majority of the voting securities and a majority representation in the Board of Directors (or other similar constituent body) of the given corporate entity.

In consideration of the above, we hereby confirm and undertake that:

- (i) we are the Parent Company of [*name of subsidiary*], which is seeking to prequalify for the Project as [Prospective Bidder/Consortium Member]; and
- (ii) we will make available sufficient funds to [*name of subsidiary*] to enable it to meet its obligations as the shareholder of the Operator and otherwise act as a prudent and careful Project sponsor.

Except where the context requires otherwise, capitalized terms used in this letter shall have the meaning ascribed in the Prequalification Document.

Yours faithfully,

[*Name of Parent Company*]

By: _____

Name: _____

Title: _____
(Authorized signatory)

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

FORM 14
AFFIDAVIT

NOTES FOR EXECUTION OF AFFIDAVIT

The mode of execution of the Affidavit should be in accordance with the procedure, if any, laid down by the applicable law and 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 Affidavit for the delegation of power hereunder on behalf of the Bidder.

This Affidavit shall be notarised with the Notary Public.

For Affidavit 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 Affidavit

AFFIDAVIT

Date: _____

[•]

[•]

[Address]

We, [insert name of Bidder] hereby represent and warrant that, as of the date of this letter [name of Bidder/lead member of consortium/JV], and each member of our consortium/JV (if applicable):

- a. is not in bankruptcy or liquidation proceedings;
- b. is not blacklisted by any governmental or non/governmental department/agency;
- c. has not been convicted of, fraud, corruption, collusion or money laundering;
- d. is not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect its capability to comply with the obligations under the Concession Agreement;

REQUEST FOR PROPOSAL (RFP)

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

- e. [is legally and financially autonomous and operates under commercial law]¹;
- f. [is no pending litigation which represents more than 50% of our net worth]²;
- g. [is not under any non-performance of a contract within last five years of the Proposal Deadline]³; and
- h. [has not failed to sign a contract with any procuring authority following award]⁴.

We have also attached proof of registration of each member, if applicable, from the relevant statutory authority.

Yours sincerely,

Signature of Authorized Signatory _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

¹Only relevant for the government owned legal enterprise or institution.

²If applicable;

³If applicable;

⁴If applicable;



41 TERMS OF REFERENCE

41.1 PROJECT TERM AND PARTIES

41.1.1 PARTIES

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

41.1.2 TERM

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

41.2 PROJECT SCOPE

41.2.1 BRIEF DESCRIPTION OF PROJECT

41.2.2 Overview of Blood Safety

41.2.3 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.

41.2.4 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.

41.3 Situation In Pakistan:

41.3.1 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 al.2002; Asif, Khokhar&Ilahi 2004).

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



- 41.3.3 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.
- 41.3.4 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).
- 41.3.5 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).
- 41.3.6 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.
- 41.3.7 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.
- 41.3.8 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.
- 41.3.9 Lack of commitment and poor cooperation on the part of non-governmental and private organisations.

41.4 Project Background

- 41.4.1 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.

- 41.4.2 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.

41.5 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

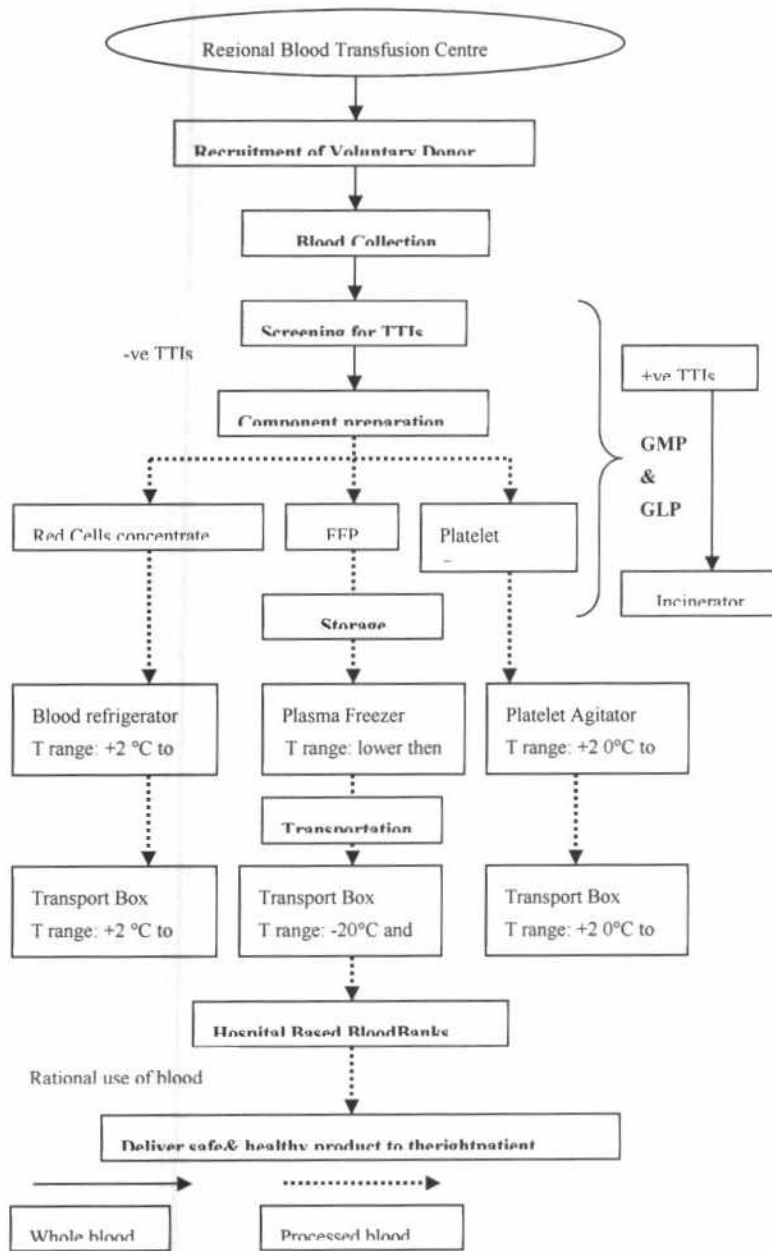


Figure : Blood Components Supply Chain

41.6 PROJECT OBJECTIVES AND RESULTS

The objectives of the Project include:

To ensure quality access to safe blood for transfusion by

- 41.6.1 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).



- 41.6.2 Collection of blood only from voluntary non-remunerated blood donors (VNRD), at low risk of acquiring transfusion-transmissible infections (TTIs).
- 41.6.3 **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.
- 41.6.4 **Promotion of rational and** appropriate clinical use of blood.
- 41.6.5 **Promotion of principles of 'haemovigilance'**.
- 41.6.6 **Develop human resource** (technical and managerial) to ensure adequate numbers of qualified and trained staff in the blood transfusion field.
- 41.6.7 Safe transfusion – right blood, right patient, right time and right place
- 41.6.8 Proper setup Safe Blood Transfusion System
- 41.6.9 Implement National & international best practices Donor relation Donor documentation
- 41.6.10 Proper Heating and air conditioning
- 41.6.11 blood and blood sample reception and registration;
- 41.6.12 blood component preparation;
- 41.6.13 quarantine storage; and, labelling of verified blood prior to storage in the inventory and distribution unit.
- 41.7 PROJECT DESCRIPTION:

- 41.7.1 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.
- 41.7.2 The role of the **HBBBs** will thus be primarily focused on patient oriented transfusion medicine functions, namely; storage, distribution and compatibility testing and haemovigilance.
- 41.7.3 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.

41.7 The Sustainable Development goals (SDGs)

- 41.8.1 **Goal 4** "Reduce Child Mortality" **Target 4a:** Reduce by two thirds the mortality rate among children under five ,
- 41.8.2 **Goal 5** "Improve Maternal Health" **Target 5a:** Reduce by three quarters the maternal mortality ratio and
- 41.8.3 **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

**42 TERMS OF REFERENCE TO ACHIEVE OVERALL OBJECTIVES OF THE PROJECT**

- 42.1 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.

43. FUNDING

- 43.1 The funding allocated for the Regional Blood Centres shall be transferred as a single line to the escrow account. The budget amount later shall be transferred to for utilization by the Private Partner.

44 HAND-OVER OF THE STRUCTURE

- 44.1 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 Concession 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 Concession Agreement.

45 ALLOCATION OF RISKS AND RESPONSIBILITIES

- 45.1 All risks and obligations of the GoS and the Private Party shall be in accordance with the Concession 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 Concession Agreement.

46 COMPENSATION OF PRIVATE PARTNER

- 46.1 The Private Partner will be compensated for certain risks and responsibilities assumed under the Concession Agreement through GoS support in the form of periodic Annuity Amount Payments.
- 46.2 The Annuity Amount Payments are subject to deductions or holdbacks in the event of failure of Concessionaire to abide by the Concession Agreement. The Concessionaire's compensation is described in detail in the Draft Concession Agreement.



46.3 Any Proposal submitted in response to this RFP is submitted upon a full understanding and agreement of terms stated in this Section (*Compensation of Private Partner*) and therefore the submission of bids in response to this RFP would be deemed as acceptance to the said terms.

47 SPECIFIC TAXATION FRAMEWORK FOR THE CONCESSION

47.1 The Concessionaire shall be liable to pay federal, provincial and local taxes, as they exist on the day of the grant of Concession.

47.2 The Concessionaire's obligations to taxation and any taxation allowances are clearly identified in the Concession Agreement. The Bidder should state its acceptance of these obligations and should show the extent and timing of its tax provision and the proposed tax depreciation policy that will be adopted for each category of asset (it should be assumed for taxation purpose that the residual value of all assets at the end of the Contract Period will be zero). For the sake of clarity, the Concessionaire is expected to pay all the taxes, rents, and charges payable to any local government, provincial or federal government and it would not be allowed to seek any support from GoS if it was unaware or ignorant of any tax, rate or charges, as in effect on the Proposal Deadline.

48 ENVIRONMENTAL MATTERS

48.1 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 Concession Agreement.

48.2 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.

49 ENVIRONMENTAL REQUIREMENTS AND PROCEDURES

49.1 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 the staff on infection control/waste management guidelines.



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”

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 -contracting out management services of Regional Blood Centre at _____ 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 Concession 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 Concession 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 _____, 2017

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:
ACCEPTED & AGREED

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

WITNESS 2:

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

[NOTARISED]



APPENDIX A – GOALS AND KEY PERFORMANCE INDICATORS

BASELINE FOR YEAR-WISE TARGETS TO BE CONDUCTED AT THE END OF YEAR-I

| # | Long Term Organizational Goals | Year-wise Targets | Key Performance Indicators | Critical Success Factors |
|----|---|--|--|--------------------------|
| 1 | Haemovigilance Reports | 10% Decrease in number of adverse reactions | Decreased number of adverse reactions | |
| 2 | Waste Management Reports | Proper disposal of waste materials | Establish and Maintain Waste Management System | |
| 3 | Number of Public Complaints | 10% Decrease in public complaints | Establish and maintain registration and complaint redressal of public complaints | |
| 4 | HBBBs Satisfaction Report | Decrease in number of complaints from HBBBs | Satisfaction report from HBBBs | |
| 5 | Supply Chain Satisfaction towards RBCs and HBBs | Optimal readiness of inventory for RBC operations | Inventory Reports | |
| 6 | Patient Satisfaction & Recovery | 10% Decrease in unsatisfied patients | Patient Satisfaction Feedback form | |
| 7 | Donor Satisfaction & Recovery | 10% Decrease in unsatisfied donors | Donor Satisfaction Feedback form | |
| 8 | Data Studies of Screening of B.C. HIV | Quarterly compilation of B.C. H.I.V. reports with comparison studies | Monthly / Yearly data of B.C. H.I.V. | |
| 9 | Monitoring & Evaluation reports of Transfusion | Quarterly Reports on monitoring and evaluation | MnE reports of transfusions | |
| 10 | Quality Management at all Steps | Ensure Quality Management at every step of operations | Fulfillment of international standards / parameters | |
| 11 | Blood Storage Reports | International blood storage standards adopted | Reports indicating number of blood stored | |



REQUEST FOR PROPOSALS

| # | Long Term Organizational Goals | Year-wise Targets | Key Performance Indicators | Critical Success Factors |
|----|--------------------------------|--|---|--------------------------|
| 12 | Number of Voluntary Donations | 10% increase in voluntary donations | Number of voluntary donors | |
| 13 | Number of Exchanged Donations | 5% decrease in number of exchange donors | Decreased number of exchange donations due to increased awareness | |



APPENDIX B –BANK GUARANTEE

To: 20...

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

Guarantee No: _____ (the Guarantee)

Date of Issue: _____

Date of Expiry: _____

Guarantee Amount: _____

Name of Guarantor: _____

Name of Principal: _____

Penal Sum of Security: _____

We, [●], being the Guarantee issuing bank (the **Issuing Bank**) understand that the following party / parties have responded to the ‘Request for Proposal’ issued by the Government of Sindh, dated [●] in relation to the 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: 90 Days + 28 Days (Total Bid Validity Period)

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 laws of Pakistan 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 laws of Pakistan and the laws of the jurisdiction where this Guarantee is issued.

Authorized signatory: _____

Date: _____

Place: _____

Authorized signatory: _____

Date: _____

Place: _____

**APPENDIX C – 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, Shaheed Benazirabad & 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 ‘**Lead Member**’ with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

WE, _____, having our registered office at _____, M/s. _____, having our registered office at _____, and M/s. _____, having our registered office at _____, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and



authorise M/s _____, having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the 'Competitive Selection Process' and, in the event the Consortium is awarded the 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 Concession Agreements 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 D – 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 Concession 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 Concession 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 Concession 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 Successful 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;



REQUEST FOR PROPOSALS

- 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 this RFP 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 E – DECLARATION

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

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

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

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

We acknowledge that the GoS is not bound to proceed with the procurement exercise and reserves the right at its absolute discretion to accept or not accept any Proposal submitted and thereafter invite any Successful Bidder to enter into a Concession 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 F – NON-DISCLOSURE AGREEMENT**

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

STRICTLY PRIVATE & CONFIDENTIAL

[Insert Date]

To:

THE PROJECT MANAGER,

GOVERNMENT OF SINDH,

Project Implementation Unit, Regional Blood Centres (RBCs) in Sindh Karachi, Jamshoro, Shaheed Benazirabad & Sukkur

Address: [●].

From:

M/s _____ [Insert legal name of Bidder]

_____ [Insert Address of Bidder],

(the Bidder).

RE: CONFIDENTIALITY AGREEMENT

Dear Sir

This letter sets out the terms and conditions governing disclosure and exchange of Confidential Information (including proprietary information) between the Government of Sindh (the GoS) and the Bidder whereby Bidder intends to explore the possibility of entering into a Concession Agreement for the design, build, finance, operate and transfer of Regional Blood Centers (RBCs) in Karachi, Jamshoro, Shaheed Benazirabad & Sukkur (the Project). This letter and such terms being referred to herein shall constitute this "Agreement".

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

- that have been marked as confidential;
- whose confidential nature has been made known; or
- that due to their character and nature, a reasonable person under like circumstances would treat as confidential.
- "Confidential Information" shall not include information that:
 - is or becomes publicly known through no wrongful or unlawful act of Bidder;
 - is already in Bidder's possession prior to its disclosure by GoS;
 - is independently developed by Bidder without the benefit of confidential Information provided by GoS; or



- o is received by Bidder from a third party not known to GoS to be under any restriction or an obligation of confidentiality.

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

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

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

For & On behalf of

[Insert Name of Bidder]

.....

(Signature)

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

Designation:

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

For and on behalf of

GOVERNMENT OF SINDH

.....

Name:.....

Designation: **PROJECT MANAGER**, Government of Sindh,

Project Implementation Unit Regional Blood Centers (RBCs) in Sindh Karachi, Jamshoro, Shaheed Benazirabad & Sukkur

Address: [●].



APPENDIX G – INTEGRITY PACT

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

CONTRACT NUMBER: _____

DATED: _____, 2017

CONTRACT VALUE: _____

**CONTRACT TITLE: REGIONAL BLOOD CENTRES (RBCS) IN KARACHI, JAMSHORO,
SHAHEED BENAZIRABAD & SUKKUR PROJECT UNDER PPP MODE**

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

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

[Bidder] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with the GoS and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty. [Bidder] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty.

It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to the GoS under any law, contract or other instrument, be voidable at the option of the GoS.

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

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

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

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

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



.....
(Signature)

NAME:

DESIGNATION:

.....
(Signature)

NAME:

DESIGNATION: