

**VOLUME I: REQUEST FOR PROPOSAL FOR OPERATIONS
OF SAFETY & SECURITY SERVICES AT
NATIONAL INSTITUTE OF CHILD HEALTH (NICH)**



**REQUEST FOR PROPOSAL (RFP)
FOR OPERATIONS OF SAFETY & SECURITY SERVICES AT
NATIONAL INSTITUTE OF CHILD HEALTH (NICH)
VOLUME I: INSTRUCTIONS TO BIDDERS**



**Public Private Partnership Node
Health Department
Government of Sindh**

September 2018



REFERENCE: OPERATIONS OF SAFETY & SECURITY SERVICES AT NATIONAL INSTITUTE OF CHILD HEALTH (NICH)

Dear Bidder,

The PUBLIC PRIVATE PARTNERSHIP NODE, HEALTH DEPARTMENT, GOVERNMENT OF SINDH (THE “AUTHORITY”) hereby invites proposals from Bidders.

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

This RFP sets out, *inter alia*, the process of selecting a Preferred Bidder that will, pursuant to a Concession Agreement to be entered into between the Authority and the Concessionaire, to outsource operations of safety & security services at National Institute of Child Health (the “**Project**”).

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.e.pprasindh.gov.pk

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

It is envisaged that the contract term will be for a period of 5 years (the **Concession Period**). The Project will be terminated after the conclusion of Concession Period and the Project Assets shall be handed over to the Authority at the end of Concession Period.

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

Issuance of RFP (the Issuance Date)	19 th September, 2018
Pre-Bid Conference	26 th September, 2018
Submission of written comments on RFP and Draft Concession Agreement	26 th September, 2018
Response of Comments on the RFP	28 th September , 2018
Submission of Proposal (the Proposal Deadline)	5th October 2018 01:00 pm

Each Bidder shall submit one properly marked sealed envelope one original technical proposal and one original financial proposal in separately sealed envelopes and three (3) hard copies of each **in the form of fixed binding folder** with one soft copy (USB)–including the Financial Model in ‘Excel’



spread sheet – and shall submit other supporting documents and forms, as identified in this RFP, no later than **13:00 hours PST** by the Proposal Deadline as per the guidelines given in the Data Sheet.

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

BASIC ELIGIBILITY CRITERIA

We would request them to evaluate themselves under the “BASIC ELIGIBILITY CRITERIA” set-out at Section 2.6.12 as ineligibility with the same would make the Proposal non-compliant against this bidding process.

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

**ATTENTION : DR. POORAN LAL VASWANI,
PROJECT MANAGER,
OPERATIONS OF SAFETY & SECURITY SERVICES AT NICH
PUBLIC PRIVATE PARTNERSHIP (NODE) HEALTH DEPARTMENT,
GOVERNMENT OF SINDH**

ADDRESS : Women Resource Center, Near Naval Heights, Kala Pul, Karachi. Public Private Partnership Node, Health Department, Government of Sindh, Women Resource Center, Near Naval Height, Kala Pul , Karachi.

TELEPHONE : (92-21-99223740-41)



IMPORTANT NOTICE / DISCLAIMER

This RFP and the attached documents are provided to the recipient solely for use in preparing and submitting its Proposal for participation in the competitive bidding process to take-over operations safety & security services at National Institute of Child Health (NICH) for the Concession 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 RFP.*

The Proposals will be evaluated by the TFEC constituted in accordance with the Applicable Laws. None of the above entities (including, *inter alia*, the Authority, the PPP Unit Finance Department, Government of Sindh and the TFEC) nor, in each case, their employees, personnel, agents, consultants, advisors, legal 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, legal 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 Authority (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 Bid/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 Project Assets and other infrastructure of security and safety, local conditions and all information provided by the Authority 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 Authority (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 Authority 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 Authority that a Concession will be awarded.



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GLOSSARY

TERM	MEANING
Annuity Payments	The annual payment starting from first year of operations that the Authority has to make to the Concessionaire on a quarterly basis against satisfactory services rendered under the Concession Agreement that shall constitute the agreed operations & maintenance expense for that period.
Authority or GoS	Public Private Partnership Node, Health Department, Government of Sindh (“GoS”)
Anticipated Expiry Date	The date on which the Concession and all rights, titles, interests and benefits related thereto will expire, the same being the date falling on the 5 th yearly anniversary of the Effective Date.
Applicable Laws	All applicable laws, promulgated or brought into force and effect by the Government of Sindh or the Government of Pakistan, as the case may be, including regulations and rules made thereunder, and judgments, decrees, injunctions, writs and orders of any court of record.
Bid(s)	Any and all proposals and bids submitted by the Bidders as a response to this RFP, that are prepared and submitted in accordance with this RFP and are in compliance of the same.
Bid Price	Means the aggregate of Annuity Payments required from the Authority over the Concession Period, as submitted by the Bidder in the Bid
Bid Validity Period	The period of sixty (60) days starting from the Proposal Deadline
Bidder	An enterprise or consortium that submits a Proposal in response to this RFP in accordance with the Public Private Partnership Act and Sindh Public Procurement Rules.
Bidder’s Collaborator	The Bidder, a Member or Participant of the Bidder, any of their respective authorized officers, directors, managers, employees, supervisors, sub-contractors, consultants, advisors, representatives, agents, successors, and respective assigns, the Bidder’s Key Individuals.
Business Day(s)	Shall mean any day which is not a public holiday and on which banks are open for business in Karachi.



TERM	MEANING
Claims	Claims, legal action, lawsuits, grounds for action, debts, royalties, accounts, bonds, guarantees, actions for contribution, indemnity, commitments, contracts, losses (including indirect losses), damages, costs, grievances, enforcement, rulings, obligations, debts (including those related to or stemming from a lost opportunity), demands, and rights of any nature whatsoever, whether actual, pending, potential, or possible, legal, express or implicit, present or future, and known or unknown.
Commencement Date	Has the meaning ascribed thereto in the Draft Concession Agreement.
Commitment Form	The commitment form, in form and substance as attached to this RFP as FORM D-3 OF ANNEXURE - D
Compliant Proposal	<p>Any Proposal that:</p> <ul style="list-style-type: none"> (i) Each page of the Bid submitted in response to this RFP, and all documents submitted pursuant to this RFP are duly signed / initialled by the authorized signatories of the prospective Bidder along with its stamp or the Lead Member of the Consortium along with its stamp, as the case may be. (ii) each page of the Bid submitted in response to this RFP, is correctly numbered in ascending order (iii) meets the eligibility requirements specified in Section 2.6.12; (iv) in the reasonable opinion of the TFEC, meets or surpasses all of the mandatory requirements for a Proposal specified in this RFP; (v) meets the requirements of the 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;
Concession Agreement	The agreement entitled “Concession Agreement” to be entered into between the Authority and the Concessionaire that sets forth the detailed terms and conditions for the grant of the Concession to the Concessionaire and contains, among other things, the technical specifications for the operations, maintenance and transfer components of the Project; the scope of the services to be provided by the Concessionaire and its obligations; the end of term requirements and other commercial terms.



TERM	MEANING
Concession Period	The period commencing from the date of execution of the Concession Agreement and ending on the date falling on the earlier of: <ul style="list-style-type: none"> (i) 5 years following the Effective Date and; (ii) Termination of the Concession Agreement.
Concessionaire	The Bidder that, further to this RFP and the final selection process, is declared the Preferred Bidder and is issued the LOI. The Concessionaire shall be the entity that will enter into the Concession Agreement with the Authority.
Conflict of Interest	Has the meaning ascribed thereto in Section 1.14.1 (<i>No Conflict</i>)
Consortium	A Bidder comprised of a group of two or more enterprises formed to submit a Proposal and, if applicable, to carry out the services for the Concession 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 FORM D-6 OF ANNEXURE – D to Volume 1 of this RFP.
Performance Security	The demand irrevocable and unconditional guarantee, renewable every year in advance, issued by a scheduled bank in Pakistan (with a minimum credit rating of at least ‘A+’ as rated by JCR VIS or an equivalent rating by PACRA) acceptable to the Authority, in the form of the bank guarantee, pay order or demand draft
Consultation and Selection Process / Competitive Selection Process	A process that includes this RFP; consultation with Bidders; attendance at Pre-Bid Conferences; issuance of a draft or revised version(s) of the Draft Concession Agreement; receipt and consideration of comments from Bidders and information provided in response to a request from the Authority; evaluation of the proposals submitted in response to this RFP; the selection of a Preferred Bidder; preparation, negotiation, acceptance, or rejection of any proposal; amendment, cancellation, interruption, or termination of the RFP; and execution of the Draft Concession Agreement.
Draft Concession Agreement	Volume 2 of this RFP, titled as the “DRAFT CONCESSION AGREEMENT.”



TERM	MEANING
Integrity Pact	The instrument entitled 'Integrity Pact' as attached to this RFP as ANNEXURE D, duly signed by the Authority and the Bidder.
Joint Bidding Agreement	An agreement between the members of the Consortium, conveying, <i>inter alia</i> , the intent to undertake the Project collectively, in terms of Section 3.1.1 (b) of this RFP.
Key Individual	<p>An individual who holds one of the following positions for a Bidder:</p> <ul style="list-style-type: none"> • Control Room Head; • Baby Tagging Head; • Security Head; • Security Supervisors; • Any other individual designated as Key Individual by a Bidder.
Lead Member	Any member of the Consortium that leads the Consortium throughout the Project and liaises between the Authority and the Consortium, as appointed pursuant to the Consortium Power of Attorney and the Joint Bidding Agreement.
Letter of Intent / LOI	Has the meaning ascribed to it in Section 1.7.7
Member	An enterprise that is part of a Bidder/Consortium on an exclusive basis and that will commit to undertake the Project, as mentioned by the Bidder in the Joint Bidding Agreement.
Notice of Selection of the Preferred Bidder	The Authority's notice sent to Preferred Bidder, in terms of Section 1.7.6, following the selection of the Preferred Bidder.
PPP Act	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 Government of Sindh



TERM	MEANING
Pre-Bid Conference	The conference relating to the queries raised and clarifications sought by the prospective Bidders that are to be held on the dates set out in the Project Schedule.
Preferred Bidder	The Bidder selected by the Authority pursuant to this RFP to undertake the Project.
Preferred Bidder's Collaborator	A Member or Participant of the Preferred Bidder, any of their respective authorized officers, directors, managers, employees, supervisors, sub-contractors, consultants, advisors, representatives, agents, successors, and respective assigns, the Preferred Bidder's Key Individuals.
Preferred Proposals	Has the meaning ascribed thereto in Section 1.7.6.
Private Partner	<p>Means:</p> <ul style="list-style-type: none"> • the enterprise or the Consortium that, further to this RFP and the final selection process, is declared the Preferred Bidder and issued the LOI for, <i>inter alia</i>, the purposes of entering into the Concession Agreement with the Authority; and • the Concessionaire.
Project	Outsourcing of operations safety & security services at National Institute of Child Health (NICH) for the Concession Period.
Project Assets	Physical assets installed and in place at the NICH which would be managed and operated by the Concessionaire according to the terms of the Concession Agreement. List of Project Assets are mentioned in Annexure-A .
Project Manager	Means the focal person appointed as the GoS Representative.
Project Site	National Institute of Child Health and related infrastructure, the health facility where operations and management of security services is intended to be outsourced to a private party.
Proposal	A proposal submitted by a Bidder in response to this RFP and containing both



TERM	MEANING
	technical and financial proposals.
Proposal Deadline	The deadline for the Bidders to submit their Proposals, the same being on or prior to 01:00 pm PST, October 5th, 2018 or any other date specified by the Authority by way of addenda.
RFP / Request for Proposals	This Request for Proposals and all volumes, appendices, and addenda thereto, including: <ul style="list-style-type: none"> • Volume 1 – Instructions to Bidders • Volume 2 – Draft Concession Agreement
Security Deposit / 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 FORM D-2 (Form of <i>Bid Security</i>) and in the amounts and conditions specified in ‘Bid Security’.
Signing Date	The date on which the Concession Agreement is executed by and between the Authority and Concessionaire.
SPP Rules	The Sindh Public Procurement Rules, 2010 (as amended from time to time).
Technical and Financial Evaluation Committee/ TFEC	The technical and financial evaluation committee formed by the Authority in accordance with the Applicable Laws for the purpose of analysing and evaluating the Proposals.
TOR	Has the meaning ascribed thereto in Section 1.1.2



1. INFORMATION FOR BIDDERS

1.1 INTRODUCTION

National Institute of Child Health (NICH) is the largest Government health facility for children in Sindh. Babies are one of the most vulnerable patients in a hospital. Ensuring infant security is critical not only to the reputation of the hospital, but also to the peace of mind of everyone there, from nursing staff to new mothers. To ensure the fool proof safety and security of the infants project was initiated in 2013 and CCTV camera system, security guards and a baby tagging system were introduced as a key part. During the five years of project, no untoward accident has occurred.

1.1.1 PROJECT SCOPE OVERVIEW / TERMS OF REFERENCE

This scope of work relates to the Operations of Safety and Security Services at NICH. Description of security apparatus, its related functions and services are laid out in **Annexure B**

The intent of hiring private partners for the Project is:

a. NEWBORN SAFETY

Since the project was initially started with the primary aim of new born safety especially from abduction, we should continue to emphasize on this target. For that we need the following:

- Use of baby tagging system for the close monitoring of babies.
- Real time location information. Monitoring of this information and a mechanism for intervention if required.
- Continuous updating and replacement of baby Tags.
- To keep the infants secure with real-time location information, prevent any mishap like abduction of babies and illicit attempts to move infants to and from wards.

b. HOSPITAL SITE PROTECTION FROM TERRORIST ACTIVITIES:

- Since hospitals have unfortunately become a major soft target for the terrorist activities. In order to counter that we need to place major deterrent to all such criminals by making our premises safe and secure. It is therefore required to provide Security services to monitor and control access through the main entrance and all the other entry points in the hospital as well the boundary walls. A plan also has to be in place for the internal security in a hostage like situation.
- An extensive coverage of all the access points is to be maintained at all times with the CCTV surveillance cameras with face recognition.
- To guard and protect the property of Hospital at all times against intruders, theft burglary, pilferage, sabotage and damage by miscreants.

c. SAFETY OF HOSPITAL STAFF:

- Being a large public sector hospital in this day and age of heightened intolerance and violence, the staff and the property of the hospital is under constant threat with incidents happening on a daily basis. This results in a sense of insecurity of the hospital staff



including doctors, nurses and paramedics leading to demotivation and unwillingness to work. Hence it is extremely important to have a very good strength and systems of private guards and personal to provide them a secure a peaceful environment to work and serve the sick children. If they are themselves feeling under threat, patient care will be severely compromised. The extension should ensure such provision for the entire period of the contract.

- Report any untoward incident immediately to the concerned authorities.
- Should handle any incident amicably without bringing any harm to either the hospital staff or the patients or mothers or their attendants.

d. **VISITOR MANAGEMENT**

- Being large public sector hospital there of 500 or more beds with a large patient load at both within the hospital and outpatients, visitor load is a major concern. We need to specially manage this visitor load in a smooth manner
- Visitor tags for patient attendants, other visitor etc.

e. **WAITING AREA MANAGEMENT**

- Being large public sector hospital, there is a large waiting area for the attendants especially those who are coming from far flung areas like interior of Sindh and Baluchistan etc.
- Security firm will also be responsible to look after the waiting lot from the security point of view to manage the attendants and make sure that there are only people staying with their children in the hospital.
- They should also make sure that no untoward incidents occur in the area

f. **PARKING SOLUTION**

- The facility being small vehicle parking is a major issue for staff, patients and visitors.
- Comprehensive management plan need to be implemented to handle the parking problem in the given scenario.

g. **FIRE SAFETY**

- There have also been incidents of Fire in hospitals lately in different cities of Pakistan. Being a large facility, such a risk is always there. The firm should provide a complete fire safety plan with regular replacements of all such equipment require to counter that.
- Carry out intensive patrolling of the Hospital building round the clock for its security.
- Regular fire drills should be held in the hospital for the staff
- Clear evacuation plans should be available for the patients and especially for the evacuation of new-borns
- Fire exits displays should be prominently placed at all floors

h. **TERMS OF REFERENCE**

The project will constitute the following proposed areas:

- a. Operations & Maintenance of Baby Tagging System



- b. Project will require the Operations & Maintenance of Installed & to be Installed CCTV System;
- c. Patient Tracking Systems;
- d. Outsourcing of ex-forces Security Guards;
- e. SSG Guards
- f. Surveillance Staff for CCTV system; and
- g. Operations & Maintenance of fire prevention system
- h. Operations of Visitor Management
- i. Operations of Parking Management System
- j. Any other area deemed necessary to ensure optimal efficiency

1.2 PROPOSAL SUBMISSION PROCESS

- 1.2.1 This RFP is being issued as a part of the Competitive Selection Process to invite the Bidders to submit Proposals with the intent to enter into the Concession Agreement.
- 1.2.2 The recipients of this RFP are hereby invited to submit a technical proposal and a financial proposal in respect of the services required for the Project given in **Section 2** (the **Data Sheet**).
- 1.2.3 Details of scope of work and the Project are provided in Section 1.1.2 (*Project Scope and Terms of Reference*).
- 1.2.4 Bidders are encouraged to submit their respective Proposals after visiting the Project Site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, access to site, handling and storage of materials, weather data, Applicable Laws, the general and local conditions associated with implementing the Project and any other matter considered relevant by them. Bidders are also encouraged to hire advisor for bid preparation and contract management (the **Bid Advisors**). All costs related to the visits to the Project Site and fee of the Bid Advisors shall be borne by the Bidders and, regardless of the Proposal and Competitive Selection Process outcome, the Authority shall not be liable in any manner for any costs incurred as a result of such visit(s).
- 1.2.5 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 Conference, as specified in the Data Sheet provided however, no substantial change in the technical parameters and financial aspects would be considered.
- 1.2.6 Based on the comments and suggestions of the Bidders that are acceptable to the Authority in its sole discretion, a revised version of the RFP and/or Draft Concession Agreement may be distributed to the Bidders, reflecting the changes that are accepted by the Authority, entirely at the Authority's discretion in accordance with the Applicable Laws, the SPP Rules and the PPP Act. In case of any inconsistencies, the order of precedence shall prevail.
- 1.2.7 While the information set out, or referred to, or included by reference in this RFP, has been prepared and included, Authority gives no representation whatsoever that it is comprehensive or that it has been independently verified.



- 1.2.8 Authority does not make any representation or warranty express or implied as to the accuracy or completeness of such information, or any information on which this RFP is based, or any other background or reference information or documents prepared and made available to Bidders, and any liability related to such information is hereby expressly disclaimed.
- 1.2.9 Bidders will make an independent assessment of the accuracy and completeness of such information and will have no claim whatsoever against Authority with respect to such information.
- 1.2.10 Any Proposal submitted in response to this RFP is submitted upon a full understanding and agreement of terms related to **Section 1.1(Introduction)** of this RFP and, therefore, the submission of Proposals in response to this RFP would be deemed as acceptance to the said terms.

1.3 AWARD OF CONCESSION

- 1.3.1 It is anticipated that through the Competitive Selection Process, one of the Bidders will be selected to become the Preferred Bidder who will then be offered the LOA, which shall subsequently enter into the Concession Agreement (as the Concessionaire) for the purposes of the Project. It is clarified here that the terms and conditions of the Concession Agreement may be varied/modified/agreed/changed between the parties before signing of it.
- 1.3.2 Proposals from the Bidders will be evaluated on the basis of the criteria specified in **Section 2.6(Evaluation Criteria)**. The Authority intends to select such Bidder as the Preferred Bidder that, *inter alia*, submits a Compliant Proposal with the lowest Bid Price.

1.4 STRUCTURE OF THE RFP

- 1.4.1 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

1.5 NO OBLIGATION TO SELECT OR PROCEED

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



- b. the Authority's decision with respect to the compliance or non-compliance of a Proposal is final and binding and that the Authority is in no way obliged to consult the Bidder in making its decisions; and
- c. any Proposal submitted in response to this RFP is submitted upon a full understanding and agreement of terms related to aforementioned points (a)&(b)above and therefore the submission of Proposals in response to this RFP would be deemed as an acceptance to the aforesaid terms.

1.6 COSTS AND EXPENSES INCURRED BY THE BIDDERS

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

1.7 DOCUMENTS

- 1.7.1 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.
- 1.7.2 Bidders requiring any clarification regarding the RFP and/or any documents/forms and instruments to be submitted pursuant to the same must notify the Authority, in writing, not later than one (1) Business Days after the respective Pre-Bid Conference relating to the RFP matters. Any request for clarification in writing, shall be sent to the Authority's address indicated in the Data Sheet. The Authority shall respond in writing to such requests and copies of the response shall be sent to all invited Bidders.
- 1.7.3 At any time before the submission of Proposals, the Authority 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 sent in writing to all invited Bidders and shall be binding on them. The amendment shall be hoisted on the website of Health Department, and SPPRA as in the same manner as initially published and the same shall be binding on bidders. The Authority may, at its sole discretion, extend the deadline for the submission of Proposals.
- 1.7.4 Each Bidder (and in case the Bidder is a Consortium, the Lead Member) shall nominate a representative with whom the Authority should liaise with 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 Bid.



1.7.5 SUBMISSION OF THE PROPOSALS

- 1.7.5.1.1 Each Bidder shall submit only one Bid including one original technical proposal and one original financial proposal and two (2) hard copies of each in the form of fixed binding folder, with one soft copy (USB) of each, as indicated in **Section 2.1.6** of the Data Sheet. All hard and soft copies in separate sealed envelopes with appropriate titles and shall also include other supporting documents and forms.

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 Bid as non-compliant Bid. These 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 as “DO NOT OPEN, EXCEPT IN PRESENCE OF THE TECHNICAL AND FINANCIAL EVALUATION COMMITTEE”. Any Bidder who submits or participates in more than one Bid will be disqualified.

- 1.7.5.2 The original and each copy of the technical and financial proposals shall be prepared in indelible ink and shall be signed by the authorized representative of the Bidders. The representative’s authorization shall be confirmed by a written power of attorney accompanying the Proposals. All pages of the technical and financial proposals shall be initialed by the Bidder’s authorized representative and be page numbered. In case of any discrepancy between the original and the copies of the Proposal, the original shall prevail.
- 1.7.5.3 The Proposal shall contain no interlineations or overwriting except as necessary to correct errors made by the Bidders themselves. Any such corrections shall be initialed by the person or persons signing the Proposal.
- 1.7.5.4 The completed technical and financial Proposals shall be delivered on or before the time and date stated in the Data Sheet, i.e. on or prior to Proposal Deadline, and the Technical Proposals will be opened at 14:00 hours on the Proposal Deadline.
- 1.7.5.5 The Proposals shall be valid for the number of days stated in the Data Sheet from the date of its submission. During this period, the Bidder shall keep available the professional staff proposed for the assignment. The Authority shall make its best effort to complete the procedure at the location stated in the Data Sheet within this period.
- 1.7.5.6 In case of a Consortium, a Joint Bidding Agreement shall also be submitted by the Bidders, specifically appointing a Lead Member of the Consortium.
- 1.7.5.7 The Integrity Pact, duly signed by the Authority and the Bidder (in case the Bidder is a Consortium, by the Lead Member), shall be submitted.



- 1.7.5.8 Either a board resolution or an authority letter, authorising the person(s) signing the Proposal / Bid documents on behalf of the Bidder, shall be submitted. In case a Bidder is not a corporate entity, the requisite power of attorney appointing the authorised representative to sign on behalf of the Bidder shall be submitted.

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

The TFEC will choose, from among the Compliant Proposals that are technically qualified, and offers the lowest Bid Price (the **Preferred Proposals**), expressed by the sum of Payments required by the Bidder as calculated in accordance with **Annexure-E** of this RFP.

Once the evaluation of the Proposals is completed, the Preferred Bidder will be announced and a Notice of Selection of the Preferred Bidder will be sent to all Bidders who submitted a Proposal.

1.7.7 **FINALIZATION OF THE TRANSACTION**

Once the Preferred Bidder is announced, necessary negotiations will take place to finalise the Concession Agreement provided that such negotiations shall not amend or vary financial and technical aspects on which Proposals were invited. After the Preferred Bidder is recommended by the TFEC, the Authority shall issue a letter of intent/award (the **Letter of Intent (LOI)**) to that Preferred Bidder, which shall require that Preferred Bidder to accept the LOI within five (5) days from its issuance. Issuance of the LOI shall be subject to the necessary approvals and recommendations of the TFEC.

Each Bidder shall provide a Bid Security with its Bid (as part of the Financial Proposal) and such Bid Security shall be required to be valid for an initial period of twenty-eight (28) days beyond the Bid Validity Period. In case of a Bid being successful and Bidder submitting such Bid being declared the Preferred Bidder and issued an LOI, the Bid Security shall be replaced with the Performance Security prior to the expiry of the Bid Security.

Should the Bidder refuse to sign the final version of the Concession Agreement with the Authority in the agreed upon form and content, the Authority shall be entitled to encash the full amount of the Bid Security and retain and use the proceeds at its sole discretion.

1.8 **POTENTIAL CHANGES TO OR TERMINATION OF THE CONSULTATION & SELECTION PROCESS**

- 1.8.1 The Authority 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 Concession or Project, by extending any deadline or time limit (including the deadline for setting up the Concession) 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 Authority in writing and the same will be explicitly identified as an addendum to this RFP. However, if there are substantial changes, then the Authority might rebid the whole project based on SPPRA Rules.

- 1.8.2 Without limiting the scope of Section 1.8.1, even though the Authority intends to name a Preferred Bidder and sign a Concession Agreement, if the Authority fails to receive at least



one Compliant Proposal for which all government approvals have been obtained, the Authority reserves the right to terminate the Consultation and Selection Process.

- 1.8.3 If the Authority terminates the Consultation and Selection Process, the Authority 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 Authority considers to be most suitable, which does not exclude the involvement of one or more of the initially selected Preferred Bidder's collaborators.
- 1.8.4 In the event that the Authority rejects or annuls all the Proposals, it may, at its discretion, invite all eligible Bidders to submit fresh Proposals or restart the Consultation and Selection Process.
- 1.8.5 The Authority reserves the right to terminate the Consultation and Selection Process. The Authority shall, upon request by any of the Bidders, communicate to such Bidder, grounds for the cancellation of bidding process, but is not required to justify such grounds.
- 1.8.6 Any Proposal submitted in response to this RFP is submitted upon a full understanding and agreement of terms related to this Section 1.8 (*Potential Changes to or Termination of the Consultation and Selection Process*) and, therefore, the submission of Proposals in response to this RFP would be deemed as an acceptance to the said terms.

1.9 NO CONTRACT

- 1.9.1 No contract whatsoever is created by or arises from this RFP (with the exception of the Commitment Form D-3 found in **ANNEXURE D**), which, under no circumstances, constitutes an offer to enter into a contract with any party whatsoever.
- 1.9.2 The Authority and/or the TFEC do not have an obligation, responsibility, commitment, or legal liability towards any Bidder or any Bidder's Collaborators arising from this RFP or any Proposal submitted in response to it, or from the Consultation and Selection Process.
- 1.9.3 Any Proposal submitted in response to this RFP is submitted upon a full understanding and agreement of terms related to this Section 1.9 (*No Contract*) and therefore the submission of Proposals in response to this RFP would be deemed as an acceptance to the said terms.

1.10 NO COLLUSION

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



1.11 PROJECT TEAM

- 1.11.1 The Authority is managing the procurement process and coordinating activities related to, Consultation and Selection Process, legal affairs, communications and the other related issues.
- 1.11.2 The Authority will designate a Project Manager who will be mandated to oversee the entire work required to be carried out in respect of the Project.
- 1.11.3 Any other person or enterprise that has a contract with the Authority to work on this Project is also ineligible, unless specifically exempted by the Authority. The Authority will inform the Bidders, by way of addenda, of any contracts signed with such persons or enterprises.

1.12 NO LOBBYING

- 1.12.1 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 Authority and/or the TFEC at any stage of this RFP process (including during the evaluation process), except as expressly directed or permitted by the Authority, or except as may be required and permitted under another procurement competition, project or other assignment, in which event the Bidder will not have any discussions regarding the Project.
- 1.12.2 The Authority reserves the right to disqualify any Bidder that, in the Authority's opinion, has engaged in lobbying in connection with this Project.

1.13 NO CLAIMS

- 1.12.1 The Authority 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.

1.14 NO CONFLICT OF INTEREST

- 1.14.1 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 LOI, it shall immediately notify the Authority in writing of such Conflict of Interest and the Authority, 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 Authority shall encash and appropriate the Bid Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority, including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Competitive Selection Process, if, *inter alia*:
 - a) such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; provided



that this qualification shall not apply in cases where the direct or indirect shareholding in a Bidder, or a constituent thereof in the other Bidder (s) (or any of its constituents), is less than 1% of its paid up and subscribed capital; or

- b) a constituent of such Bidder is also a constituent of another Bidder; or
- c) such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder (other than the subsidy is made to one Bidder, as allowed in subsection (a) above); or
- d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- e) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each 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 Authority in the preparation of any documents, design or Technical Specifications of the Project.

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

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

1.15 CONFIDENTIALITY

1.15.1 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 Authority in relation to, or matters arising out of, or concerning the Competitive Selection Process. The Authority 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 Authority 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 Authority.

1.15.2 All information supplied by the Authority in connection with the RFP, including the documents shared as a part of the data room, shall be treated as confidential and Bidders shall not, without the prior written consent of the Authority, 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 the terms of this RFP, the bidding documents shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and submission of the Proposal in accordance herewith. The Authority will not return any Bid or any information provided along therewith.



- 1.15.3 The RFP and every part of it and all other information provided by or on behalf of the Authority must be treated as private and confidential. Bidders shall not disclose the fact that they have been invited to submit a Proposal or release details of the RFP other than on a strictly confidential basis to those parties whom they need to consult for the purposes of preparing the Proposal.
- 1.15.4 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 the Authority in this connection for publication in the press or on radio, television, screen or any other medium without the prior written approval of the Authority.
- 1.15.5 Each Bidder undertakes to indemnify the Authority and to keep the Authority indemnified against all actions, claims, demands, liability, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any breach of the provisions of this Section 1.15 (*Confidentiality*).
- 1.15.6 Any Proposal submitted in response to this RFP is submitted upon a full understanding and agreement of terms of this Section 1.15 (*Confidentiality*) and therefore the submission of Bid in response to this RFP would be deemed as an acceptance to the said terms.

1.16 INSURANCES

- 1.16.1 If a Bidder is selected as the Preferred Bidder, it understands, undertakes and confirms that it shall be responsible for procuring insurances in respect of the Project Assets as set out in ANNEXURE-A. 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.



2. DATA SHEET

2.1 INFORMATION FOR BIDDER

2.1.1 THE ASSIGNMENT

The assignment is for Operations Safety and Security Services at NICH.

2.1.2 PROJECT DESCRIPTION

The Project involves Operations Safety and Security Services at NICH. Detailed project description is mentioned in Section 1.1.2.

2.1.3 PRE-BID CONFERENCE

2.1.3.1 The Pre-Bid Conference will be held at **26th September 2018 at 11:30 AM:**

VENUE: Public Private Partnership Node, Health Department, Government of Sindh, Women Resource Centre, Near Naval Height, Kala Pul , Karachi.

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

ATTENTION: Project Manager, Operations of Safety & Security Services at NICH

ADDRESS: Public Private Partnership Node, Health Department, Government of Sindh, Women Resource Center, Near Naval Height, Kala Pul , Karachi.

2.1.3.3 Queries and clarifications relating to the Pre-Bid Conference on the technical matters, matters relating to the RFP and the Pre-Bid Conference on financial matters shall be submitted in writing latest by 26th September 2018.

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

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



2.1.4 PROJECT LIAISON

2.1.4.1 The contact detail for the primary persons designated for this RFP are:

PPP NODE, HEALTH DEPARTMENT, GOVERNMENT OF SINDH

ATTENTION : DEPUTY DIRECTOR, PPP NODE, HEALTH DEPARTMENT.
SGOVERNMNET OF SINDH

PHONE : (92) (21) (99223740-41)

ADDRESS : Public Private Partnership Node, Health Department,
Government of Sindh, Women Resource Center, Near Naval
Height, Kala Pul , Karachi.

2.1.5 BID SUBMISSION: TIME AND PLACE OF DELIVERY

All Proposals shall be submitted in a sealed envelope no later than **13:00 hours PST** on the Proposal Deadline to the following address and marked for the attention of:

ATTENTION : **PROJECT MANAGER**
Operations of Safety and Security Services at National Institute of
Child Health AT NICH

ADDRESS : Public Private Partnership Node, Health Department, Government of
Sindh, Women Resource Center, Near Naval Height, Kala Pul ,
Karchi.

TELEPHONE : (92-21-99223740-41)

2.1.6 Proposals received after 13:00 hours (PST) on the Proposal Deadline will be returned to the sender unopened. Bidders are responsible for ensuring that their Proposals are submitted at the time and place specified in Section 2.1.5.

2.1.6.1 The sealed envelope shall include one original technical proposal and one original financial proposal and two (2) hard copies of each **in the form of fixed binding folder**, with one soft copy (USB) – including the Financial Model in ‘Excel’ spread sheet – and shall also include other supporting documents and forms, as identified in this RFP and as per the guidelines given in the Data Sheet.

2.1.6.2 Each page of the Bid submitted in response to this RFP, and all documents submitted pursuant to this RFP are duly signed / initialled by the authorized signatories of the prospective Bidder along with its stamp or the Lead Member of the Consortium along with its stamp, as the case may be.

2.1.6.3 Each page of the Bid submitted in response to this RFP, is correctly numbered in ascending order



2.2 BID VALIDITY

- 2.2.1 The Bid shall remain valid and open for acceptance for the Bid Validity Period from the proposal deadline. In exceptional circumstance, prior to expiry of the original bid validity period, the Authority may request Bidders to grant a specified extension in the period of validity. This request and the response thereto shall be made in writing
- 2.2.2 A Bidder may refuse the afore-stated the Authority request and can claim for return of its Bid Security. A Bidder agreeing to the Authority's request will extend the validity of its Bid Security correspondingly.

2.3 OPENING OF THE PROPOSALS

- 2.3.1 The TFEC will open the Proposals at the Public Private Partnership Node, Health Department, Government of Sindh, Women Resource Center, Near Naval Height, Kala Pul , Karachi. in the presence of Bidders or their authorized representatives who choose to attend, at a Bid opening meeting one hour after the Proposal Deadline. The Bidders' representatives who are present shall sign a register in evidence of their attendance.
- 2.3.2 The Authority will examine the Proposals to determine whether they are complete and responsive in all aspects.
- 2.3.3 The Authority shall prepare detailed minutes of the bid opening for transparency and its own record in accordance with the Applicable Laws.
- 2.3.4 The Bidder's names, bid withdrawals (if any) and such other details, as the Authority, at its discretion, may consider appropriate, will be announced at the bid opening.
- 2.3.5 Any effort by a Bidder to influence the Authority in the process of examination, clarification, comparison and evaluation of Proposals, or decisions concerning award of a Concession, will result in the rejection of that Bidder's Proposal.

2.4 TECHNICAL AND FINANCIAL EVALUATION COMMITTEE (TFEC)

- 2.4.1 The Proposals will be evaluated by a TFEC constituted in accordance with the Applicable Laws. The TFEC will select such Bidder as the Preferred Bidder, who quoted the lowest Bid Price, provided that it technically qualifies, and its Bid is a Compliant Proposal.

2.5 PROPOSAL EVALUATION PROCESS

2.5.1 TECHNICAL EVALUATION

The technical bids will be evaluated initially with respect to basic eligibility criteria as set out in Section 2.6.12. 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 Bid.



2.5.2 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.

2.6 EVALUATION CRITERIA

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

2.6.2 After complete evaluation of technical proposals, the financial proposals of the Bidders technically qualifying the criteria shall be evaluated. This qualification shall be based on the Bidder achieving a technical score, equal to or higher than 70.

2.6.3 The TFEC will recommend to the Authority that Bidder as the Preferred Bidder, who quoted the lowest bid price provided that it technically qualifies and provided that the Proposal is a Compliant Proposal.

2.6.4 The Proposal must be submitted at the place and by the deadline specified in Section 2.1.5.

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

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

2.6.7 The declaration, in form and substance attached hereto as **FORM D-4 OF ANNEXURE D**, with no amendments or changes thereto, must be signed by the Bidders and their Members.

2.6.8 The Bidders must provide the Bid Security with the Financial Proposal submitted described in Section 3.2 (*Bid Security*). The financial bank guarantee shall be written in English, and must be fully compliant with the form and substance attached hereto as **FORM D-2 OF ANNEXURE D**.

2.6.9 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 proposals, by way of clarification(s) and/or presentation(s), in their Proposal, to the TFEC's satisfaction, within the time limits specified in the request.

2.6.10 COMMERCIAL COMPLIANCE

a. In case the Bidder is a Consortium, once the Proposal is submitted, the Bidder must be bound by a Joint Bidding Agreement.

b. The Preferred Bidder must be an incorporated body or another type of legal entity.



- c. The Proposal must contain a detailed description of the Bidder, as specified in Section 3.1 (*Information Concerning the Bidders*).
- d. Participants and Key Individuals who are not employees of the Bidder or of a Member or Participant of the Bidder must complete and sign the Commitment Form, with no amendments or changes thereto. Duly passed resolutions giving the representatives of each Participant of the Bidder signing authority must accompany the Commitment Form.
- e. Proposals must not be conditional.

2.6.11 A financial proposal must meet the following requirements in order to be considered as a Compliant Proposal:

- a. In the opinion of the TFEC, the Bidder continues to have sufficient financial capacity to achieve the Project completion.
- b. The financial plan is sufficient to cover all of the Concession's requirements for the full term of the Concession Agreement (including operation and maintenance).
- c. The financial model:
 - Provides composition of different costs on periodic basis i.e. on annual basis; and
 - Is consistent with the technical proposal.
- d. In the opinion of TFEC, the financial plan is robust in the short, medium and long-term. The contemplated Annuity Payments are sufficient to support reasonable fluctuations in the main risks of the cost of the Project (e.g. inflation, O&M costs, etc.).

2.6.12 BASIC ELIGIBILITY CRITERIA

➤ **Registration with Pakistan Engineering Council (PEC)**

The Bidder should be registered in Pakistan Engineering Council Category EE02

➤ **Registration with Regulatory Authorities**

The Bidder (in case of a Consortium, all of the Members) must possess valid registration certificate, in accordance with Applicable Laws, from income tax authority (i.e. the NTN certificate) and Sindh Revenue Board (SRB), if applicable. Each Bidder and its Members (in case of Consortium) shall be an active filer of income tax and sales tax.

In case of a Bidder who is a Consortium, all members of the Consortium must meet the criterion.



In case if the Bidder or any member of the Consortium is exempt from payment of income tax, then a valid supporting document (i.e. NTN exemption certificate) should be submitted along with the bid.

The Bidder (in case of a Consortium, all of the Members) must submit constituent documents in accordance with Applicable Laws.(Valid NTN certificate and tax returns filed for last three years to be attached and SRB certificate, if applicable)

(Foreign entities if participating in the Bidding Process should submit tax certificate of their country duly attested by Pakistani Consulate/ Pakistan High Commission of their country).

➤ **Affidavit for government owned legal entities**

In case if the Bidder or a Member of a Consortium is a government owned legal enterprise or institution, such Bidder or Member must establish that it is legally and financially autonomous and operating under commercial law.

(Bidders who are government owned legal enterprise or institution shall submit an Affidavit confirming that they are legally and financially autonomous and operating under commercial law);

Relevant Form: ANNEXURE D (*Form D-5 Affidavit*)

➤ **No conflict of interest**

The Bidder shall not have any Conflict of Interest.

“**Conflict of Interest**” means:

Where the Bidder provides, or could provide, or could be perceived as providing biased professional advice to the Authority to obtain an undue benefit for himself or those affiliated with him;

Receiving or giving any remuneration directly or indirectly in connection with the Project except as provided in the Bidding Documents;

Any engagement in consulting or other procurement activities of a Bidder that conflicts with his role or relationship with the Authority under the Project;

Where an official of the Authority engaged in the procurement process has a financial or economic interest in the outcome of the process of procurement, in a direct or an indirect manner.

(Bidders or in case of a consortium, all Members of the Consortium shall submit an Affidavit for non-conflict)

Relevant Form: ANNEXURE D (*FORM D-5 AFFIDAVIT*)

➤ **Non- blacklisting**

The Bidder shall not be blacklisted.



“**Blacklisting**” means barring a Bidder from participating in any future procurement proceedings by the Authority or any governmental entity

Bidders or in case of a consortium, all Members of the Consortium) shall submit an Affidavit for non-blacklisting

Relevant Form: ANNEXURE D (*FORM D-5 AFFIDAVIT*)

➤ **Litigation History**

All pending litigation against the Bidder shall in total not represent more than fifty (50) % of the Bidder’s net worth and shall be resolved against the Bidder.

(The Bidders (in case of Consortium, all members of the Consortium) shall provide details of the litigation or the Bidder (in case of Consortium, all Members of the Consortium) shall submit an Affidavit in case of no litigation on Rs.100 Stamp paper attested by Notary Public. Foreign Bidders’ Affidavit should be attested by Pakistani Consulate/ Pakistan High Commission of their country)

Relevant Form: ANNEXURE D (*FORM D-5 AFFIDAVIT*)

➤ **History of Non-Performing Contracts**

Any non-performance of a contract by a Bidder should not occur in a period of 5 years prior to Proposal Deadline based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the applicant have been exhausted.

(The Bidders (in case of Consortium, all Members of the Consortium) shall provide details of such non-performance of contracts or the Bidder (in case of Consortium, the Lead Member of the Consortium) shall submit an Affidavit in case if not applicable on Rs. 100 Stamp paper attested by Notary Public. Foreign Bidders’ Affidavit should be attested by Pakistani Consulate/ Pakistan High Commission of their country)

The past performance of the applicant on all completed and on-going projects may also be checked in coordination with other government departments.

Relevant Form: ANNEXURE D (*FORM D-5 AFFIDAVIT*)

➤ **Failure to Sign Contracts**

The Bidder shall not have failed to sign a contract in the last 5 years.

(The Bidders (in case of Consortium, all Members of the Consortium) shall provide details of such failure to sign contracts or the Bidder (in case of Consortium, the Lead Member of the Consortium) shall submit an Affidavit in case if not applicable on Rs.100 Stamp paper attested by Notary Public. Foreign Bidders’ Affidavit should be attested by Pakistani Consulate/ Pakistan High Commission of their country)

Relevant Form: ANNEXURE D (*FORM D-5 AFFIDAVIT*)



➤ **Security Management & Emergency/Crisis Management Policies**

The Bidders shall submit copy of their security management & emergency/crisis management policies. The security management & emergency/crisis management policies may at least include risk assessment and crisis management plan to cater the patients hospital safety in emergencies.

In case of a Bidder who is a consortium, all Members of the Consortium must meet the criterion.

➤ **Experience in Hospital Security Management**

The Bidders shall have minimum experience of 3 years of hospital safety & security management of 300 bedded hospital, including but not limited to, baby tagging system, CCTV services, fire protection services, with the deployment of at least 30 security guards and shall submit a certificate of experience along with its Bid.

2.6.13 **SCORING CRITERIA – TECHNICAL EVALUATION**

The technical proposal of only those Bidders shall be considered who meet the Basic Eligibility Criteria set forth in Section 2.6.12.

The TFEC shall attribute a technical score to responsive technical proposals.

For technical qualification, a bidder must score 70% or above overall qualifying points out of 100 maximum points. Technical score shall be calculated as follows:

Serial No.	Criteria	Weightage/ Marks
1.	Relevant Experience	45
2.	Key Personnel	35
3.	Financial Capability	15
4.	Project Methodology	5
	Total	100

Following documents shall be evaluated (only for those Bidders who clear all mandatory requirements) on the basis of points as detailed below. Financial proposal of only those bidders shall be opened which obtains at least 70% overall qualifying points out of 100 maximum points. The following information shall be presented in an orderly manner and no extra/ additional information is required so as to facilitate efficient evaluation:-

1. Relevant Experience	A. Experience of CCTV Camera Operations	Max marks
The Bidders shall attach client satisfaction letter or other	Bidder must have at-least 3years' experience of managing at least operations of 100 CCTV cameras for a single client / facility 3 years to 4 years 10 marks	15



satisfactory documentary evidence clearly mentioning the relevant role and performance of the Bidder. (Maximum Marks = 45)	4 years to 5 years	12 marks	15
	More than 5 years	15 marks	
	B. Experience of Baby Tagging Operations		
	Handling and managing baby tagging system for at least 3 years and at least 100 tags		
(Maximum Marks = 45)	3 years to 4 years	10 marks	10
	4 years to 5 years	12 marks	
	More than 5 years	15 marks	
	C. Experience of Security Guard Services in health facility of at least capacity of 300 bed		
(Maximum Marks = 45)	Managing security guards at least 30 security guards for at least 3 years		5
	3 years to 4 years	5 marks	
	4 years to 5 years	7 marks	
	More than 5 years	10 marks	
(Maximum Marks = 45)	D. Experience of Operations of Fire Extinguishers		5
	Managing reliable fire system for at least 100 fire extinguishers for at least 3 years		
	3 years to 4 years	3 marks	
	4 years to 5 years	4 marks	
			5 marks
			45
2. Key Professional Staff The Bidders shall attach CV of the relevant professionals and expert for each of the sub category (Maximum Marks = 35)	A. Surveillance Staff		35
	Control Room Head	5 marks	
	IT Managers	2 marks	
	Network Support Engineers	2 marks	
	Shift In charge	3 marks	
	CCTV Operators	3 marks	
	Baby Tagging Head	4 marks	
	Baby Tag Operators	3 marks	
	B. Security Staff		
	Security head	6 marks	
Security Supervisors	4 marks		
Ex-Force Guards	3 marks		
			35
2. Financial Capability	A. Current Net worth		



submitted by the Bidders. (Maximum Marks = 5)		
		5
TOTAL		100

The weight age points given to evaluation sub-criteria for qualifications and competence of key professional staff are:

Key Professional Surveillance Staff	Required Credentials and Scoring
Control Room Head (CV for 1 professional is required)	<p>Minimum Qualification: Masters in IT / Science</p> <p>Relevant Experience: More than 5 years 5 marks 3-5 years 3 marks 2-3years 2 marks Less than 2 years 0 marks</p>
IT Managers (CVs for 2 professionals are required)	<p>Minimum Qualification: Bachelors in IT / Science</p> <p>Minimum relevant experience: 3 years for each professional</p> <p>(marks will be awarded proportionately on the basis of eligibility of professionals for minimum relevant experience)</p>
Network Support Engineers (CVs for 2 professionals are required)	<p>Minimum Qualification: Bachelors in IT / Science</p> <p>Minimum relevant experience: 3 years for each professional</p> <p>(marks will be awarded proportionately on the basis of eligibility of professionals for minimum relevant experience)</p>
Shift In charge (CVs for 3 professionals are required)	<p>Minimum Qualification: Bachelors in IT / Science</p> <p>Minimum relevant experience: 3 years for each professional</p> <p>(marks will be awarded proportionately on the basis of eligibility of professionals for minimum relevant experience)</p>
CCTV Operators	Minimum Qualification:



(CVs for 14 professionals are required)	<p>Bachelors in IT / Science</p> <p>Minimum relevant experience: 2 years for each professional</p> <p>(marks will be awarded proportionately on the basis of eligibility of professionals for minimum relevant experience)</p>								
<p>Baby Tagging Head</p> <p>(CV for 1 professional is required)</p>	<p>Minimum Qualification: Bachelors in IT / Science</p> <p>Relevant Experience:</p> <table> <tr> <td>More than 5 years</td> <td>4 marks</td> </tr> <tr> <td>3-5 years</td> <td>3 marks</td> </tr> <tr> <td>2-3 years</td> <td>2 marks</td> </tr> <tr> <td>Less than 2 years</td> <td>0 marks</td> </tr> </table>	More than 5 years	4 marks	3-5 years	3 marks	2-3 years	2 marks	Less than 2 years	0 marks
More than 5 years	4 marks								
3-5 years	3 marks								
2-3 years	2 marks								
Less than 2 years	0 marks								
<p>Baby Tag Operators</p> <p>(CVs for 12 professionals are required)</p>	<p>Minimum Qualification: Bachelors in IT / Science</p> <p>Minimum relevant experience: 2 years for each professional</p> <p>(marks will be awarded proportionately on the basis of eligibility of professionals for minimum relevant experience)</p>								
Security Staff									
<p>Security Head</p> <p>(CV for 1 professional is required)</p>	<p>Minimum Qualification: Ex-Army officer with at least the rank of Major or equivalent</p> <p>Relevant Experience:</p> <table> <tr> <td>More than 10 years</td> <td>6 marks</td> </tr> <tr> <td>7-10 years</td> <td>4 marks</td> </tr> <tr> <td>4-7 years</td> <td>3 marks</td> </tr> <tr> <td>Less than 4 years</td> <td>0 marks</td> </tr> </table>	More than 10 years	6 marks	7-10 years	4 marks	4-7 years	3 marks	Less than 4 years	0 marks
More than 10 years	6 marks								
7-10 years	4 marks								
4-7 years	3 marks								
Less than 4 years	0 marks								
<p>Security Supervisors</p> <p>(CVs for 3 professionals are required)</p>	<p>Minimum Qualification: Intermediate or background of armed or allied forces, with age less than 50 years</p> <p>Minimum relevant experience: 5 years for each professional</p> <p>(marks will be awarded proportionately on the basis of eligibility of professionals for minimum relevant experience)</p>								
<p>Ex-Force Guards</p> <p>(CVs for 6 professionals are required)</p>	<p>Minimum Qualification: Matriculation or background of armed or allied forces, with age less than 45 years</p>								



	<p>Minimum relevant experience: 5 years for each professional</p> <p>(marks will be awarded proportionately on the basis of eligibility of professionals for minimum relevant experience)</p>
<p><i>Note: For verification of the credentials of the experts presented in the Bids by the Bidders, the Authority may require appointment letter, educational documents or other satisfactory documentary evidence from the Bidders during the evaluation of the Bids.</i></p> <p><i>For participants and Key Individuals who are not employees of the Bidder, the Bidder must complete and sign the Commitment Form, with no amendments or changes thereto.</i></p>	

2.6.14 **FINANCIAL EVALUATION:**

The TFEC will recommend to the Authority such Bidder as the Preferred Bidder who quoted the lowest bid price (as calculated in accordance with **Annexure-E**), provided that the Bidder technically qualifies and provided that the Bid is a Compliant Proposal.

2.7 **OTHER CONSIDERATIONS**

- 2.7.1 The Proposals must not be qualified, in any way whatsoever, apart from as allowed under the RFP and must be submitted strictly in accordance with this RFP.
- 2.7.2 All Proposals and other supporting documents shall be typed in the English language and state all monetary amounts in Pakistan Rupees (PKR), provided that the dollar or other currency may be quoted alongside the Pakistan Rupees.
- 2.7.3 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 **FORM D-6 OF ANNEXURE D**, a copy of which is to be provided with the Proposals.
- 2.7.4 The Bid must also accompany a board resolution or an authority letter, in the form specified in **FORM D-6 OF ANNEXURE D**, authorising the person(s) signing the Bid documents on behalf of the Bidder. In case the Bidder is not a corporate entity, the requisite power of attorney appointing the authorised representative on behalf of the Bidder to sign the Bid documents shall be provided.

2.8 **CLARIFICATION OF PROPOSALS**

- 2.8.1 The TFEC may, at its discretion, during the evaluation after the Proposal Deadline, invite a Bidder to provide a presentation and/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 presentation(s) and clarification(s) in the evaluation of a Proposal.



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

2.8.3 Any Proposals submitted in response to this RFP is submitted upon a full understanding and agreement of terms of this Section 2.8(*Clarification of Proposals*) and, therefore, the submission of Proposals in response to this RFP would be deemed as an acceptance to the said terms.

2.9 SELECTION OF PREFERRED BIDDER

2.9.1 The TFEC will recommend to the Authority the selected Preferred Bidder and the contact person nominated by the Authority will advise all Bidders in writing of the TFEC's recommendation.

2.9.2 Any Proposal submitted in response to this RFP is submitted upon a full understanding and agreement of terms of this Section 2.9 (*Selection of Preferred Bidder*) and, therefore, the submission of Proposals in response to this RFP would be deemed as an acceptance to the aforesaid terms.

2.10 RIGHT TO NEGOTIATE

2.10.1 Subject to the requirement of the SPP Rules and the PPP Act, after selection of the Preferred Bidder, the Authority reserves the right to negotiate changes to the Proposal or to any of the terms of the Concession Agreement, in accordance with the Applicable Laws, provided however, the Preferred Bidder will not be entitled to initiate changes to its Proposal, or to the Concession Agreement, except as set out and described in its Proposal and agreed upon by the Authority in writing during the Pre-Bid Conference

2.10.2 Any Proposals submitted in response to this RFP is submitted upon a full understanding and agreement of terms of this Section 2.10 (*Right to Negotiate*) and, therefore, the submission of Proposals in response to this RFP would be deemed as an acceptance to the aforesaid terms.

3. STANDARD PROPOSAL FORMS

3.1 INFORMATION CONCERNING THE BIDDERS

3.1.1 DESCRIPTION OF THE BIDDER

Each Bidder must provide the following information:

- a. A detailed description of the Bidder, including:
 - Legal name;
 - Complete head office contact information, including mailing address, telephone and fax numbers, and an e-mail address;



- Incorporation details, including corporate charter, articles of incorporation, and proof of legal authorization to operate in Pakistan. If the Bidder is an unincorporated legal entity, then the proof of that legal entity's existence must be provided.
- b. In case of a Consortium, the members of the Consortium shall enter into a binding Joint Bidding Agreement for the purpose of submitting the Proposal. The Joint Bidding Agreement to be submitted along with the Proposal, shall, *inter alia*:
- convey the intent to enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the Project is awarded to the Consortium;
 - 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 Concessionaire in relation to the Project in accordance with the Concession Agreement; and
 - Except as provided under this RFP, there shall not be any amendment to the Joint Bidding Agreement after the Proposal Deadline.
- c. In case of a single Bidder (not being a Consortium), it must provide with an undertaking that it shall be liable for all obligations of the Concessionaire in relation to the Project until the expiry of the Concession Period. Further, in case of a single Bidder (not a Consortium), the Bidder shall not, express with the prior written consent of the Authority, sell, transfer, convey or otherwise dispose its direct and / or indirect right obtained by undertaking the Project.
- d. Annual audited financial statements for the past three (3) years of the Bidder, or for their parent company, if the latter is acting as the Member or Participant's guarantor.
- e. 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 Authority by the Bidder in any manner whatsoever.

3.1.2 ROLES OF MEMBERS AND PARTICIPANTS

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



3.1.3 ROLE OF KEY INDIVIDUALS

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

3.1.4 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.

3.1.5 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.

3.2 BID SECURITY

3.2.1 A Proposal submitted by each Bidder must be accompanied by a Bid Security in an amount equal to at least 1% 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 Sixty (60) days plus twenty-eight (28) days beyond the original Bid Validity Period making it total of one Eighty Eight (88) 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 Authority. The Bid Security must be in a form and substance as attached hereto as **FORM D-2 OF ANNEXURE D**.

3.2.2 The Bid Security submitted by the Bidders shall be returned to the unsuccessful Bidders upon signing of the Concession Agreement or upon the expiry of the validity period of the Bid Security.

3.2.3 Any Bid not accompanied by the required Bid Security, or accompanied by a Bid Security in an amount less than that required or other than in the form of a commercial bank guarantee or from a commercial bank not acceptable to the Authority or from a commercial bank that does not have a minimum credit rating of at least 'A+' 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 Authority as non-responsive. It is further clarified that **No** Bid Security in the form of insurance guarantee shall be entertained.

3.2.4 The Bid Security// Performance Security (as applicable) may be encashed by the Authority 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 Intent 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 including but not limited to achieving Financial Close
- b. In case the Bid Security expires prior to the date falling twenty-eight (28) days beyond the Bid Validity Period;
- c. In case of an occurrence of a Concessionaire's event of default in terms of the Concession Agreement; and / or
- d. In case of default as expressed above.

3.3 INFORMATION CONCERNING THE DEVELOPMENT OF THE TECHNICAL PROPOSAL

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

3.4 INFORMATION CONCERNING THE DEVELOPMENT OF THE FINANCIAL PROPOSAL

- 3.4.1 The financial proposal shall contain each of the following items:
- a. A Financial Model must meet all the requirements stated in ANNEXURE E.

3.5 LIST OF STANDARD PROPOSAL TECHNICAL FORMS

The standard forms for the technical proposal are provided in Annexure D.

FORM – D-1 Basic Information Form

FORM – D-2 Form of Bid Security

FORM – D-3 Commitment Form

FORM – D-4 Declaration

FORM – D-5 Affidavit



FORM – D-6 Power of Attorneys

FORM – D-7 Integrity Pact

FORM – D-8 Key Personnel and CVs of proposed experts

Any additional information that the Bidder may consider to be necessary for Proposal.

3.6 HANDING-OVER OF THE STRUCTURE

- a) The Concessionaire will be responsible for handing over the Project Assets and structures to the Authority in a good working condition, as determined by the Independent Technical Expert, as specified and in accordance with the Concession Agreement without any further compensation to the Concessionaire at the time of such transfer. These Project Assets and structures are subject to tests, inspections and correction processes as determined by the Independent Technical Expert in order to ensure that they are handed over in accordance with the terms and conditions set out in the Concession Agreement.

3.7 ALLOCATION OF RISKS AND RESPONSIBILITIES

- 3.7.1 All risks and obligations of the Authority and the Private Partner 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.

3.8 COMPENSATION OF PRIVATE PARTNER

- 3.8.1 The Concessionaire will be compensated for certain risks and responsibilities assumed under the Concession Agreement through the Authority support in the form of periodic Payments on quarterly basis
- 3.8.2 The periodic 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.
- 3.8.3 Any Proposal submitted in response to this RFP is submitted upon a full understanding and agreement therefore the submission of Proposal in response to this RFP would be deemed as acceptance to the said terms.

3.9 NOT USED

3.10 SPECIFIC TAXATION FRAMEWORK FOR THE CONCESSION

- 3.10.1 The Concessionaire shall be liable to pay all applicable federal, provincial and local taxes, as they exist on the day of Proposal Deadline.



3.10.2 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 Concession 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 the Authority if it was unaware or ignorant of any tax, rate or charges, as in effect on the Proposal Deadline. This shall be applicable to the new applicable taxes as well.

3.11 ENVIRONMENTAL MATTERS

3.11.1 The Authority 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.



ANNEXURES

ANNEXURE A – PROJECT ASSETS

CCTV Camera / DVR

1. Brand Hik vision			
Location	DVRs	Cameras	NVR
1st Floor	2	11	-
2nd Floor	-	18	-
3rd Floor	1	8	-
4th Floor	1	8	-
Kidney Nephro side	1	5	-
5th Floor	1	14	-
6th Floor	1	21	-
Outdoor	-	16	-
Ground Floor	1	16	-
CMS	-	2	-
Nursing School	-	6	-
Control Room	3	21	8
Total	11	146	8

2. New IP Cameras		
Location	DVRs	Cameras
Outdoor	-	21
CLF Emergency Side	-	5
OPD / X-Ray / Blood Bank	-	10
2nd Floor	-	7
3rd Floor	-	3
4th Floor	-	6
5th Floor	-	3
6th Floor	-	2
Nursing School	-	12
Total	-	69

SAFETY EQUIPMENT

1. Fire extinguishers	
Location	Quantity
Ground Floor	25
1st Floor	8
2nd Floor	16
3rd Floor	7
4th Floor	12
5th Floor	6
6th Floor	4
Nursing School	3
Extra	36
Total	117

2. Misc Equipment		
	Location	Quantity
Alarm Bells	Various Locations	21
Smoke Detectors	Various Locations	54
Fire Buckets	Various Locations	4
Bucket Stand	Various Locations	1
Weapons	Various Locations	7
Barbed wire	Various Locations	1
Metal Detectors	Various Locations	5
Electric barrier	Various Locations	2
Normal barrier	Various Locations	2
Announcement Speakers	Various Locations	7
Panel sets	Various Locations	2
Loud speakers	Various Locations	2
CFI Attendance machine	Various Locations	1
Light Pole	Various Locations	2

3. Screens/LEDs/LCDS	
Location	Quantity
Control Room Hall	9
Hall	22
6th Floor Hall	1
Reception	1
Directors Room	1
Total	34



BABY TAGGING SYSTEM	
Asset Type	Quantity
Tags	130
Door Alarms	2
ID Reseter	1
Charger	2
TAG TESTER WITH DOOR ALRAM	1
RECERVERS (3)	3
SYSTEM PROGRAMER	1
WIRE EXTENSION BOARDS	1
CABIN DOORS (2)	2
POWER SUPPLY (2)	2

OTHER ASSETS			
Assets	Quantity	Assets	Quantity
CPU	11	AC's	15
PC	8	UPS	10
Reception Software server	1	Despanser	1
Baby Tagging System Server	1	Wall	1
Printer	1	Microwave	1
Router	2	Insect Killer	1
Keyboard	7	Fans	11
Controllers	4	Lights	51
Mouse	10	Chairs	35
Intercom Sets	9	Tables	20
DVR Harddrives	50	Cabinets	10
Switches	17	Door / Glass Wall	20
Electric Switches	23	Attendance Machines	5
Electric Boards	2	NVR Switch adapters	8
Extension Board	1	NVR Remote	8
Amplifiers	2	NVR mouse	8
Power Supply Cable	12	Media converter	4
		Emergency Gates	6
		Fireballs	50
		Guard Patrolling Devise	2
		Patrolling Points	20
		Tool Box	1



ANNEXURE B – SECURITY APPARATUS AND RELATED FUNCTION

SECURITY APPARATUS

1. Security Control Rooms	For Monitoring via CCTV set-up
2. Security Safe and Arms Safe	For safe keeping of valuable items, equipment's and arms, should be monitored 24hr
3. Containment facility or Detention room	Detention of risky subjects, or any such Contingencies
4. Security Control	A central point for security coordination on each floor
5. Security guards	Monitoring, Coordination, Physical Deterrence
6. Electronic Security Locks	Installed at doors where access needs to be restricted to prevent unauthorized access
7. CCTV cameras	24 Hrs monitoring of all Key Area
8. Floodlights	For illuminating key areas, these may be sensor i.e. movement operated
9. Metal Grill & Gates	At each floor or critical exit or entry points
10. Security detectors	Fixed and handheld for personal and baggage
11. Weapons	State of the art weapons such as Tasers must be supplied

GENERAL SCOPE OF SECURITY

- I) Monitor the perimeter of the hospital including parking and waiting areas, garden, children play area and main gates. And also identify and try to prevent any encroachments of the above-mentioned area
- II) Minimize unauthorized entry/exit of attendants into the main hospital building.
- III) Provide Interface for data log of admission and discharge record of all patients admitted to NICH.
- IV) Software system database with the Ability to inform the exact location of any Infant/Child.



- V) Car entry will be controlled and limited
- VI) Training sessions for the hospital staff should be conducted to help them come up to the expected service level as well as cope with system-wide changes being instituted.

SCOPE OF PROJECT SECURITY HEAD:

1. Should be a retired army officer not below the rank of major
2. Should be between 40-55 years of age
3. Should have experience of running security projects of similar sorts
4. Will be responsible to have a clear chain of commands for security guards , SSG guards , CCTV operating staff, visitor management staff, etc.
5. Will be responsible for developing and executing an action plan for different type of situations including patient conflicts, abduction attempts, thefts or attempted thefts, risks for subversive activities including contingency plans
6. Will be responsible for maintaining an arsenal room within the hospital in the event of a hostage situation
7. Will be responsible for close coordination with law enforcing agencies including police, rangers etc.

SCOPE OF SECURITY GUARDS

1. The security guards provided should be between the age of 30 and 45 years.
2. The security guards provided should be medically fit.
3. A guard deployed at institute should not be deployed anywhere else.
4. Guards deployed should have at least education of Higher Secondary Level.
5. The duty hours of security guards will be fixed, with each guard working 8 hours a day, in order to maintain an efficient security check.
6. The security guard provided should be at least 5 feet 6 inches tall.
7. The following equipment in addition to the gun should be provided by the Contractor as per the need basis:
 - Torches
 - Light arms, tasers or batons.
 - Designated guard will be carrying weapon and ammunition only at designated locations at all time.
 - Walkie-Talkie sets with control room connection
 - Any other type of equipment relevant to security of the premises.
8. The guards must be reasonably polite; guards should preferably be bilingual.
9. Guards must report suspicious activities to a security chief/ supervisor
10. Guards should be regularly and periodically rotated within and from outside the hospital.
11. Spot checks must be made on the security guards, if they are at their assigned posts.
12. Corruption in any manner or form shall not be tolerated. Individuals found in such acts could be terminated from service.



SCOPE OF GUARD PATROL SYSTEM

1. Concessionaire will be responsible for make schedule for regular guard patrol at all time
2. Concessionaire will be responsible for produce the report to NICH administration on a regular basis

SCOPE OF SSG GAURDS

1. Should be recently retired from SSG services
2. Will carry their own special uniforms
3. Will be used as deterrence for any subversive activity and major conflicts
4. Will have a separate chain of commands from other routine guards
5. Will be responsible for developing and executing a working plan in consultation with the hospital management
6. Spot checks must be made on the security guards, if they are at their assigned posts.
7. Corruption in any manner or form shall not be tolerated. Individuals found in such acts could be terminated from service.

SCOPE OF SECURITY CHECK POSTS

1. Contractor will be responsible for maintaining at least 4 security check posts to cover the hospital entrance and perimeter
2. These posts will be manned be uniformed and armed guards at all times
3. The guards placed at these posts will also have walkie-talkie instruments and will be in contact with command room at all times
4. These points will act as a deterrence for any potential subversive activities in the hospital
5. A clear plan should be in place for re-enforcement of armed personal in the event of any threat

SCOPE OF CCTV SURVEILLANCE

NICH has operational 69 IP cameras and 146 Analog cameras in & outside the hospital premises. This work consists of the operations & maintenance and inspection of CCTV cameras and their housings and units, including the performance of repairs/adjustments on as-needed basis.

It is the intent of the Hospital that:

1. The contractor will be responsible to run and maintain installed license CCTV software and provide CCTV report of any incident as required by the NICH Management.
2. The Contractor will inspect cables and connectors and cable protection between pole and pan/tilt unit or camera enclosure for abrasions, cracks or deterioration.
3. Not more than 5% of all installed cameras should be non-functional for more than 24hrs.
4. Accurate record of non-functional equipment and problem areas should be maintained and readily available for spot inspection.
5. No information/data leakage should happen at any time from the record room. Contractor will be held directly responsible in any such event
6. The Contractor shall not data lock any of the security equipment



7. Hospital Administration has a right to ask for any video records from the past 30 days at its own discretion. No information (video footage etc) would be provided to anybody without the prior approval of hospital administration
8. During the Contract period the Contractor shall be responsible for maintenance and repair of the system including the repair of workmanship defects, free of charge (parts and labour).

SCOPE OF BABY TAGGING SYSTEM

Installed baby tagging system is major part of our project to minimize the incidents like babies kidnapping and contractor must be experienced to operate baby tagging system and will be responsible to run the system as below:

1. Concessionaire should tag all babies admitted in neonatal ward AT ALL TIMES.
2. Concessionaire should make daily report of tagged babies and submit to the NICH management.
3. Concessionaire should depute baby tagging operations staff in all shifts at nursery ward 6th floor baby tagging station.
4. The Deputed Staff by Contractor should remove tags from babies at the time of discharge.
5. Concessionaire must depute technically experienced staff to run baby tagging system.
6. Concessionaire should be responsible to demonstrate any tagged baby on demand of NICH management for System verification.
7. Baby tagging system should be active 24/7 without any problem or fault.
8. The deputed staff will be responsible to minimize unauthorized visitors from nursery ward.
9. Concessionaire should be responsible to monitor tagged babies 24/7.

DATA CENTER /BACK OFFICE FOR RECORD KEEPING

1. Concessionaire must have their own data center for online cctv record keeping.
2. Concessionaire should be responsible for Online Record Keeping of entire Data with connection from any broadband company.
3. In case of any incidence, the Contractor should be responsible to provide cctv footage.

SCOPE OF PARKING MANAGEMENT:

1. Maintenance of vehicle parking will be the responsibility of the contractor as part of security management of the hospital
2. Concessionaire will be responsible to issue stickers for doctors/staff vehicles to enter the premises and to use designated parking spaces
3. Visitors parking will be additionally managed through separate parking tickets and will be allowed to park in designated space.
4. In case of non-availability of visitor parking they may be directed to park elsewhere
5. Special traffic arrangement should be used for emergency vehicles like ambulances, O2 supply vehicle, hospital supplies including medicines. Garbage disposal vehicles etc
6. Medical representatives will only be allowed to visit the hospital in the designated time and days decided in consultation with the hospital management



SCOPE OF VISITOR MANAGEMENT

1. Concessionaire will be responsible for maintaining a reception desk manned at all time with educated, courteous staff to help patients
2. Concessionaire will be responsible for issuing the visitor pass and management the flow of visitors
3. Concessionaire will be responsible for maintain visitor record through installed software
4. Concessionaire will be responsible to guide the patients attendant regarding the patient status using the hospital medical records
5. Concessionaire will be responsible for facilitating hospital admission to manage

SCOPE OF FIRE SAFETY SYSTEM

1. Concessionaire will be responsible for maintenance of fire safety equipment
2. To refill/replace the equipment before its expiry date
3. To carry out the fire drill periodically in consultation with the management
4. To be in coordination and act as per recommendation of the fire department
5. To advise and manage any other requirement in the changing environment

SCOPE OF MANAGEMENT OF WAITING AREA

6. Concessionaire will be responsible for the safety of attendants present in the waiting area
7. Concessionaire will make do random checks of baggages present in the waiting area
8. Concessionaire will be responsible for making sure that only relatives of patients admitted in the waiting area
9. Concessionaire will carry out regular checks for the attendants in the waiting area
10. Concessionaire will make sure that no illegal activities including use of contraband items are being used in the waiting area

SCOPE FOR INVOLVING NICH STAFF

The staff of NICH may be involved into the project by conforming to certain set of initiatives to enable more effective implementation of the system

1. Movement and access controlled by Swipe cards, Staff ID cards (electronic) or any other device effectively workable.
2. Patient surveys, to register any issue regarding staff.
3. Training and enabling staff to collect and feed data in patient's registration database.



ANNEXURE C– REQUIRED HUMAN RESOURCES

HUMAN RESOURCE REQUIREMENT					
1. Management Staff			2. Security Staff		
No.	Designation	Quantity	No.	Designation	Quantity
1.	Control Room Head	1	1.	Security Head	1
2.	IT Manager	2	2.	Security Supervisors	4
3.	Network Support Engineer	2	3.	Ex- Force Guards	80
4.	Administrator	1	4.	SSG Guards	30
5.	HR Manager	1			
6.	Shift Incharge	5			
7.	CCTV Operators	14			
8.	Baby Tagging Head	1			
9.	Baby Tag Operators	12			
10.	Reception Head	1			
	Front Desk Officers	12			
11.	(for visitors management)				
12.	Technician	2			
13.	Electrician	1			
14.	A.C Technician	1			
15.	Driver	1			
16.	Peon	2			
17.	Sweeper	4			



ANNEXURE D– STANDARD FORMS

- 1. BASIC INFORMATION FORM**
- 2. FORM OF BID SECURITY**
- 3. COMMITMENT FORM**
- 4. DECLARATION**
- 5. AFFIDAVIT**
- 6. POWER OF ATTORNEYS**
- 7. INTEGRITY PACT**
- 8. KEY PERSONNEL AND CVs OF PROPOSED EXPERT**



FORM D-1 - BASIC INFORMATION FORM

Each firm or member of a JV must fill in this form

Basic Information Form (Company Profile)

All individual firms and each partner of a joint venture applying for prequalification are requested to complete the information in this form.

1.	Name of firm : (In case of Joint Venture (JV), legal name of each member)	
2.	Nature of Business: (Whether the firm is a Corporation, Partnership, Trust etc.) (In case of Consortium; whether the Lead Consortium Member is a Corporation, Partnership, Trust etc.)	
3.	Head Office address:	
4.	Telephone : Fax Number: E-mail address:	
5.	Place of Incorporation/Registration: Year of Incorporation/Registration:	
6.	Applicant's authorized representative: Telephone Fax numbers: E-mail address:	
7.	NATIONALITY OF OWNERS	
	Name:	Country:



FORM D-2 – BID SECURITY

....., 2018

To:

Secretary,

Health Department, 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: _____

We, [●]¹, 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 ‘Operations of Safety and Security Services at NICH’ project (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 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 ‘A+’ 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**)

¹Insert name of issuing Bank;



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 [●], such Demand referring to this Guarantee and stating the amounts demanded.

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

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

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

- (i) Proposal Deadline + [28days] (the **Guarantee Original Expiry Date**) provided that, in the event the Issuing Bank has receipt of the Demand on or immediately prior to the Guarantee Original Expiry Date, the Issuing Bank shall honour that Demand; or
- (ii) When the aggregate of all payments made by us under this Guarantee equals the Guaranteed Amount.

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

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

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

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

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

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



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

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

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

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



FORM D-3 –COMMITMENT FORM

REQUEST FOR PROPOSALS

OPERATIONS OF SAFETY AND SECURITY SERVICES AT NATIONAL INSTITUTE OF CHILD HEALTH (PROJECT)

[Date to Be Provided]

COMMITMENT FORM

A Commitment form must be completed by the Bidder for 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. GUARANTEES REQUIRED BY THE LENDERS

We declare that we will be able to provide the guarantees required by the Lenders, as set out in the term sheet for each of the Financing Instruments.



5. 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 Preferred Bidder.

6. FIRM AND IRREVOCABLE PROPOSAL

Our Proposal constitutes a firm offer to the Authority, 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.

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

8. 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.

9. 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.

10. 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).

11. 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 Authority, 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 Authority in connection with the RFP.



12. 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.

13. COPIES

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

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

Bidder:

(Name)

(Street address or postal box number)

(City, Province, and Postal Code)

Authorized signatory: _____

Name and title: _____
(Please type or print)

IF THE BIDDER IS A CONSORTIUM OR OTHER ENTITY:

Executed and delivered by: _____

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

[NAME OF BIDDER *]



(Authorized signatory)

(Authorized signatory)

Each of the undersigned hereby:

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



FORM D-4 - 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 Authority and the subject matter of the procurement exercise as set out in the RFP.

By submitting a Proposal, we represent and warrant to the Authority 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 Authority is not bound to proceed with the procurement exercise and reserves the right at its absolute discretion to accept or not accept any Proposal submitted and thereafter invite any Preferred Bidder to enter into a 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.)



FORM D-5 - 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 an 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;
- e. [is legally and financially autonomous and operates under commercial law]²;

².



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

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

Yours sincerely,

Signature of Authorized Signatory
(Bidder or Lead member)
Name and Title of Signatory:
Name of Firm:
Address:

Signature of Authorized Signatory
(other Members of Consortium, if applicable)
Name and Title of Signatory:
Name of Firm:
Address:



FORM D-6 – POWER OF ATTORNEY

A. POWER OF ATTORNEY TO AUTHORIZE A PERSON TO SUBMIT THE PROPOSAL

NOTES FOR EXECUTION OF POWER OF ATTORNEY

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

“FORM OF POWER OF ATTORNEY FOR SIGNING OF BID”

KNOW ALL MEN BY THESE PRESENTS, WE, _____ [NAME AND ADDRESS OF THE REGISTERED OFFICE] DO HEREBY CONSTITUTE, APPOINT AND AUTHORIZE MR./ MS. _____ [NAME AND RESIDENTIAL ADDRESS] WHO IS PRESENTLY EMPLOYED WITH [US OR THE LEAD MEMBER OF OUR CONSORTIUM] AND HOLDING THE POSITION OF _____ AS OUR ATTORNEY, TO DO IN OUR NAME AND ON OUR BEHALF, ALL OR ANY OF THE ACTS, DEEDS OR THINGS NECESSARY OR INCIDENTAL TO THE OUR BID FOR THE PROJECT ENVISAGING OPERATIONS AND MANAGEMENT OF SECURITY AND SAFETY AT NICH (THE “PROJECT”), INCLUDING SUBMISSION OF APPLICATION / PROPOSAL (INCLUDING PREQUALIFICATION APPLICATION), PARTICIPATING IN CONFERENCES, RESPONDING TO QUERIES, SUBMISSION OF INFORMATION / DOCUMENTS AND GENERALLY TO REPRESENT US IN ALL ITS DEALINGS WITH AUTHORITY, ANY OTHER GOVERNMENT ENTITY OR ANY PERSON, IN CONNECTION WITH THE PROJECT UNTIL CULMINATION OF THE PROCESS OF BIDDING AND THEREAFTER TILL THE EXECUTION OF RELEVANT PROJECT DOCUMENTS WITH AUTHORITY AS MANDATED BY THE RFP DOCUMENT.

WE HEREBY AGREE TO RATIFY ALL ACTS, DEEDS AND THINGS LAWFULLY DONE BY OUR SAID ATTORNEY PURSUANT TO THIS POWER OF ATTORNEY AND THAT ALL ACTS, DEEDS AND THINGS DONE BY OUR AFORESAID ATTORNEY 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 _____, 2018.

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OF SAFETY & SECURITY SERVICES AT
NATIONAL INSTITUTE OF CHILD HEALTH (NICH)**



For & On Behalf of:

_____ (*name of the firm*)
By Its Duly Authorized Signatory

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

WITNESSES:

WITNESS 1:

WITNESS 2:

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

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

SIGNATURE OF ATTORNEY
[NOTARISED]

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



B. POWER OF ATTORNEY TO AUTHORIZE THE LEAD MEMBER OF THE 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, Government of Sindh in association with the Health Department, Government of Sindh (the “**Authority**”) has invited Bids from interested parties for the operations and management of safety and security at NICH (“the **Project**”).

AND WHEREAS, M/s _____, M/s _____, M/s _____ (hereinafter individually referred to as “**Consortium Member**” and collectively as “**Consortium**”) have formed a Consortium pursuant to a Consortium Agreement dated _____ and are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Prequalification Document in respect of the Project.

AND WHEREAS, it is necessary for the Consortium Members under the Prequalification Document 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 bid for the Project including but not limited to Prequalification Application.

All capitalized terms used but not defined herein shall have the meaning ascribed thereto in the Prequalification Document in relation to the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT we, M/s _____, M/s _____, M/s _____ [*the respective names and addresses of the registered offices*] do hereby designate, nominate, constitute, appoint and authorize M/s _____ being one of the members of the Consortium, as the lead member of the Consortium (“**Lead Member**”) and true and lawful

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OF SAFETY & SECURITY SERVICES AT
NATIONAL INSTITUTE OF CHILD HEALTH (NICH)**



attorney of the Consortium and hereby irrevocably authorize the Lead Member (with power to sub-delegate), to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium bid for the Project, including submission of application / proposal (including Prequalification Application), participating in conferences, responding to queries, submission of information / documents and generally to represent the Consortium in all its dealings with Authority, any other Government entity or any person, in connection with the Project until culmination of the process of bidding and thereafter till the execution of relevant Project documents with Authority as mandated by the Prequalification Document.

We hereby agree to ratify all acts, deeds and things lawfully done by the Lead Member pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by the 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)



ANNEXURE D-7 – INTEGRITY PACT

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

CONTRACT NUMBER: _____

DATED: _____

CONTRACT VALUE: _____

CONTRACT TITLE: OPERATIONS OF SAFETY AND SECURITY SERVICES AT NATIONAL INSTITUTE OF CHILD HEALTH 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 Authority) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (i.e. the Authority) 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 Authority, 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 Authority 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 Authority under any law, contract or other instrument, be voidable at the option of the Authority.

Notwithstanding any rights and remedies exercised by the Authority in this regard, the [*Bidder*] agrees to indemnify the Authority for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the Authority 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 Authority.



**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:



FORM D-8 LIST OF KEY PERSONNEL AND CVs OF PROPOSED EXPERTS

Bidders should provide the names of suitably qualified personnel to meet the specified requirements stated in technical evaluation criteria.

Sr. No.	Title of Position	Name
1		
2		
3		

RECOMMENDED FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED EXPERTS

1. Proposed Position: _____

2. Name of Expert & PEC Registration no _____

3. Name of Firm: _____

4. Current Residential address: _____

Telephone No: _____ Fax No: _____

E-Mail Address: _____

5. Date of Birth: _____ Citizenship: _____

6. Qualification: _____

7. Work Experience: Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company/Project/Position/Relevant technical and management experience

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience, and myself. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Signature of the Candidate:

Place:

Date:



ANNEXURE E– FORMAT OF FINANCIAL BID AND FINANCIAL MODEL

SUMMARY BUDGET							
RFP DATED: _____							
<i>All Amounts in Pak Rupees</i>							
Category	Description	Year 1	Year 2	Year 3	Year 4	Year 5	Total
	O&M Costs						
a)	Inspection / Repair						
b)	IT and Communications						
c)	Insurances						
d)	Patient Identification						
e)	Others						
f)	Management Fee						
	Sub-total						
	Salaries						
a)	CCTV Operations Staff						
b)	Security Staff						
	Grand Total						

ATTACHMENT TO THE FINANCIAL BID FORM							
DETAILED BUDGET							
RFP DATED: _____							
<i>All Amounts in Pak Rupees</i>							
1. O&M COSTS		Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Total
a) Inspection / Repair							
Inspection / Repair of Alarm Systems							
Inspection / repair of Fire Systems							
Inspection / Repair of Biometric System							
Inspection / Replacement of Identification Chips							
Inspection / Repair of CCTV and Monitoring Equipment							
Inspection / Repair of PA System							
Sub-total							
b) IT and Communications		Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Total
IT Related Expenses							
Mobile Phone							
Telephone							
Internet Connectivity							
Sub-total							
c) Insurances		Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Total
Insurance for Building Improvements							
Insurance for Furniture and Fixtures							
Insurance for Equipment							

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Insurance for Computer Equipment						
Insurance for Vehicles						
Sub-total						

d) Patient Identification	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Total
Patient Bands (based on annual turnover)						
Additional tags						
Sub-total						

e) Others	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Total
Fueling Expenses						
Stationary and printing						
Independent Auditor Fee & Other Applicable Taxes						
Other Expenses						
Sub-total						

2. SALARIES	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Total
a) CCTV Operations Staff						

Control Room Head						
IT Managers						
Network Support Engineers						
Administrator						
HR Manager						
Shift Incharge						
CCTV Operators						
Baby Tagging Head						
Baby Tag Operators						
Reception Head						
Front Desk Officers						
Technicians						
Electrician						
A.C Technician						
Driver						
Peon						
Sweepers						
Sub-total						

b) Security Staff	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Total
Security Head						
Security Supervisors						
Ex- Force Guards						
Ssg Guards						
Sub-total						

TOTAL COST						
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Guidelines to the Bidders for Preparation of the Financial Model

Budget Guidance Note: The attached budget format is the preferred format; however, the bidders may modify the format to cater to any special needs or requirements in view of the technical proposal. All budget categories need to be aligned with the project log frame and work plan and should be directly linked with the timelines and outcomes of activities. Costs for project activities should be in line with the project work plan. Costs should be broken down in such a way that the unit required are self-explanatory and closely related to the work plan and the implementation period. The Bidder shall provide detailed budget narratives against each budget head. The existing narratives are only for the assistance of the Bidder and may be modified by the Bidder. **Detailed narrative against each budget head is mandatory.**

The following points should be considered while preparing the budget:

A1. General Information	The budget plan must include a description of the cost heads. The Authority expects that the budget plan will be at a sufficiently advanced state of development to provide a very high level of confidence with respect to the likelihood of its realization following the announcement of the Preferred Bidder.
A2. Summary of the Financial Bid Offer	A summary of the key elements of the Bid shall be provided by the Bidder. This statement shall include the following information:
	Total Operating expenditure required each year and at the end of Concession period
	A schedule of any other conditions that are attached to the Bid (if any).
A3. General information	Bidders must submit electronic (on CD) and hard copies in the form of fixed binding folder , of the complete and operational financial model used in preparing the Proposal. This financial model must be accompanied by an assumptions book and an instruction booklet. Each Bidder is free to develop its financial model at its discretion, insofar as the model meets the criteria presented in this Section.
A4. Structure of the financial model	The model must meet the following criteria:
	· the financial model must be prepared on a quarterly basis
	· the financial model must be properly constructed, and must have a professional appearance
	· the financial model must be produced using Microsoft Excel 2010 or a later version
	· every sheet must be formatted in such a way that the printed information is clear and legible
	· the financial model must be presented in nominal PKR, without decimals
	· the financial model must cover the entire term of the Concession Agreement
	· the cells that contain manual inputs must be shown in blue
	· no sheet or cell may be hidden, and the file must not be password-protected
	· calculations must be sufficiently disaggregated that they can be followed logically on screen or on paper without having to examine the content of each cell
	· a limited number of nested formulas (“if”) must be used
· If the financial model contains circular references, it must include a description of the locations of these references and the reasons why they are present. In addition, the circular references must be resolved, that is, the software must find a solution	
· Bidders must use the following inputs in developing their financial models:	
· the closing date for the financial model must be 5 years	
A5. Outputs required	The financial model must contain at least the following output sheets:
	· the sources and uses of funds of the Concession
A.2.6 Instruction Book	The instruction booklet must explain the various functionalities of the financial model in sufficient detail to allow Users to manoeuvre it effectively. More specifically, the instruction booklet must include:
	· instructions pertaining to the method for changing inputs
	· instructions pertaining to the method for running the model after making changes to the inputs
	· instructions pertaining to the method for printing the sheets contained in the model

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