



GOVERNMENT OF SINDH SOCIAL WELFARE DEPARTMENT

REHABILITATION, MANAGEMENT, & OPERATION OF DRUG REHABILITATION CENTER UNDER PUBLIC-PRIVATE PARTNERSHIP MODE

FINAL RFP DOCUMENT

I.	RFP DOCUMENT DATED 12 TH JUNE 2024
II	ADDENDUM DOCUMENT DATED 19 TH JULY 2024
III	RESPONSE DOCUMENT DATED 19 TH JULY 2024

FOR BID PREPARATION/ SUBMISSION



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ATTACHMENT 1 TO THE FINANCIAL BID FORM
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19TH JULY, 2024

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**GOVERNMENT OF SINDH
SOCIAL WELFARE DEPARTMENT**



**REQUEST FOR PROPOSAL
FOR
REHABILITATION, MANAGEMENT, &
OPERATION OF DRUG
REHABILITATION CENTER UNDER
PUBLIC PRIVATE PARTNERSHIP
MODE**

**GOVERNMENT HOSPITAL,
SECTOR 5-D, LAL MARKET,
NEW KARACHI**

12th June 2024

IMPORTANT NOTICE

This Request for Proposal, together with all volumes, annexures and appendices attached thereto, is provided to the recipients solely for use in preparing and submitting Bids in connection with the Competitive Bidding Process to rehabilitate, manage and operate the Facility under PPP mode for a term of the Concession Period. This Request for Proposal is being issued by the Social Welfare 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 Definitions of this Request for Proposal.

In this Request for Proposal, the Eligibility Criteria and Technical Evaluation Criteria are determined/ formulated by the Social Welfare Department, Government of Sindh, and then reviewed/ approved by the Evaluation Committee. Neither any of these entities, nor their consultants, advisors, employees, personnel, agents, make any representation (expressed or implied) or warranties as to the accuracy or completeness of the information contained herein, or in any other document made available to a person in connection with the Bidding Process for the Project and the same shall have no liability for this Request for Proposal or for any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of the Project. Neither any of these entities, nor their employees, personnel, agents, consultants, advisors and contractors etc. will be liable to reimburse or compensate the recipient for any costs, fees, damages or expenses incurred by the recipient in evaluating or acting upon this Request for Proposal or otherwise in connection with the Project as contemplated herein.

The Bids submitted in response to this Request for Proposal by any of the Bidders shall be upon the full understanding and agreement of any and all terms of the Request for Proposal and such submission shall be deemed as an acceptance to all the terms and conditions stated in the Request for Proposal. Any Bids in response to the Request for Proposal submitted by any of the Bidder shall be construed based on the understanding that the Bidder has done a complete and careful examination of the Request for Proposal and has independently verified all the information received (whether written or oral) from the Government of Sindh (including from its employees, personnel, agents, consultants, advisors and contractors, etc.).

This Request for Proposal does not constitute a solicitation to invest, or otherwise participate, in the Project, nor shall it constitute a guarantee or commitment of any manner on the part of the Government that the Project will be awarded. The Social Welfare Department, Government of Sindh, reserves its right, in its full discretion, to modify the Request for Proposal and/ or the Project at any time to the fullest extent permitted by Applicable Evaluation Documents, and shall not be liable to reimburse or compensate the recipient for any costs, taxes, expenses or damages incurred by the recipient in such an event.

This Request for Proposal document is available for download at the websites of the Social Welfare Department, Government of Sindh (<https://swd.sindh.gov.pk/>) and on the SPPRA (<https://ppms.pprasindh.gov.pk/PPMS/>) and on (<https://pppunitsindh.gov.pk/>) for the prospective Bidders at free of cost.

TABLE OF CONTENTS OF THE REQUEST FOR PROPOSALS

- VOLUME I – BIDDING PROCEDURE
- VOLUME II – DRAFT CONCESSION AGREEMENT

FOR BID PREPARATION/ SUBMISSION



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Note: Bidders shall be required to **use excel forms** available via the given hyperlink to calculate the **Bid Price** and submit the **Financial Bid** as per the **Budget Guidelines** and Instructions to Bidders set out in the Request for Proposals document. **Non-compliance with any of the material terms & conditions specified herein this document may render the Bidder's Bid as non-responsive or disqualified** by the Evaluation Committee following the Applicable Evaluation Documents.

VOLUME I: BIDDING PROCEDURE

- **LETTER OF INVITATION**
- **INSTRUCTIONS TO BIDDERS**
- **ANNEXURES**

LETTER OF INVITATION

RFP Ref. No. PPPN/SWD/ PROC/RFP#1/2023-24
Karachi, dated the 9th June, 2024

The problem of drug abuse (also known as drug addiction/ dependence or substance abuse) is currently a major issue in our country. It is prevalent in various forms i.e., alcohol, opioids, (including opium, heroin, morphine, pethidine), cannabinoids, (bhang, chars, hashish), benzodiazepines, etc. It is pertinent to note that benzodiazepines (diazepam, lorazepam, bromazepam etc.) are not O.T.C (over the counter) but their easy access and availability has further complicated the drug menace in this country. Although substance use is affecting all the age groups, gender and classes but it is particularly common in youth (18-40 years) hence the magnitude of the problem is high as the productive age group of our country is affected by it.

In Pakistan, majority of existing treatment and rehabilitation facilities only provide detoxification services, particularly in the public sector-run health facilities, and lacks comprehensive rehabilitation programs. All the District Hospitals are mandated to have one ward exclusively for treatment of drug addicts. These wards however only provide detoxification facilities.

The Government of Sindh through the Social Welfare Department (SWD) has decided to initiate a modern rehabilitation program, with an aim to establish a drug-free society in the province of Sindh through advocacy, primary prevention and adoption of best practices in treatment and rehabilitation which shall minimize the crime and behavioral problems and improve the social fabric of society, at large. The program shall initially be launched in Karachi City and thereafter shall be expanded to the other districts of the province.

The program shall, inter-alia, include the Short-Term and Long-Term Objectives, as presented below:

Short term:

- Collocation of substance use data by specific community during identification of areas highly affected, detoxification treatment, counseling and Psychotherapy.

Long term:

- Rehabilitation.
- Education.
- Development of resource/ personnel.
- Seminars symposia communication community participative.
- GP involvement participation of provincial district and town Health Management in the program.
- Dissemination of knowledge/ information on focus basis.
- Training of personnel on regular basis.
- Follow-up of the patient treated.
- Rehabilitation to make them earnings member of the family & useful member of the society.
- Arranging jobs according to their education/vocation background for the patients.
- Awareness through media.
- Sobriety Maintenance: Through structured programs and support, individuals can learn to maintain long-term sobriety, reducing the risk of relapse.

- Improved Physical Health.
- Enhanced Mental Well-being.
- Community Reintegration.
- Positive Role Modeling.
- Overall Quality of Life Improvement.

The Drug Rehabilitation Center (**Facility**) comprising of 50 beds will offer comprehensive services encompassing prevention strategies, detoxification, treatment, and rehabilitation programs, tailored to the specific needs of the community within our socio-cultural context, adhering to best international standards.

In view of the above, the Agency invites Proposals from eligible Bidders for participating in the aforementioned Project.

The Social Welfare Department of Government of Sindh (hereinafter referred to as the “**Agency**”) hereby invites Proposals from interested bidders (hereinafter referred to as the “**Bidders**”) for the rehabilitation, operation and transfer of the Government Hospital, Sector 5-D, Lal Market, New Karachi, (hereinafter referred to as the “**Facility**”) under the Public-Private partnership Mode.

The Project shall be structured and documented as ten years and six months, i.e., 10.5 years management contract, including six (6) months Installation Planning & Preparation Period (the ‘**Concession Period**’), which shall include, inter alia, the responsibility of managing and operating selected Facility comprising of 50 beds and achieving the Key Performance Indicators (KPIs) set by the SWD while performing functions as further detailed in the Request for Proposal. The ownership of the Facility will remain with the Government of Sindh.

The Bidder(s) are expected to update themselves fully about the assignment and the local conditions before submitting the proposal by paying a visit to the Agency as well as the Facility, sending written queries to the Agency and attending a pre-bid conference on the date and time specified in the Data Sheet. Please note that the cost of any such visits or queries is not reimbursable and shall be borne solely by the Bidder(s).

A reputable Bidder will be selected under the procedures described in this Request for Proposal (hereinafter referred to as “RFP”) in accordance with the related provisions of the Sindh Public Procurement Rules 2010 amended from time to time (hereinafter referred to as “SPPR 2010”), which can be found at <https://ppms.pprasindh.gov.pk/PPMS/>. The key tentative dates (which may be extended by GoS in its discretion) at this stage of the selection process are provided hereinafter.

Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Request for Proposal.

Furthermore, the layout plan of the building with the pictures of the Facility and information are attached in (“Annexure-18”)

Procurement will be conducted through National Competitive Bidding using a single stage-two envelope Bidding Procedure as specified in the Sindh Public Procurement Rules, 2010 (the ‘**SPP Rules**’), and is open to all the eligible Bidders.

The contract will be awarded to the Bidder(s) whose Bid(s) shall be found as the Best Evaluated Bid, in accordance with the criteria and other terms and conditions outlined in the Request for Proposal.

The prospective Bidders may seek further information by obtaining the Request for Proposal, free of cost, with effect from **12th June 2024 to 7th July 2024** either: **(a)** physically, by submitting a written application during office hours at the address given below:

Additional Secretary, Social Welfare Department, 4th floor, Old KDA building, Sindh Secretariat, Karachi.

Tel Number: 021-99211900

Tel Number: 021-99211201-02

Fax: 021-99217760

Email: sw.sindh@gmail.com ; secretarysocialwelfare@hotmail.com;
info.p3proc@gmail.com;

Websites: <https://pppunitsindh.gov.pk>;
<https://swd.sindh.gov.pk>; &
<http://www.pprasindh.gov.pk/>

Pre-Bid Conference/ Bidders Meeting Schedule*

Date: 26th June 2024

Time: 15:00 Hrs. (PST) onwards

For further details, refer to ANNEX 1 (BID DATA SHEET) of the RFP. Electronically, by sending a request at e-mail address given below, or downloading from the websites Social Welfare Department SWD <https://swd.sindh.gov.pk/> or <https://www.pppunitsindh.gov.pk/> or SPPRA <https://ppms.pprasindh.gov.pk/PPMS/>.

Bidders are required to submit only one (1) Bid, comprising one (1) original Technical Proposal and one (1) original Financial Proposal, and one (1) hard copy of each, with one (1) soft copy of each (on USBs) containing the supporting documents (as applicable), identified in the Request for Proposal, no later than **14:00 hours PST on 12th July 2024**, at the submission address given below. Electronic bids will not be permitted. Late Bids will be rejected.

The Technical Proposal will be opened on the Bids Submission Deadline at **15:00 hours PST** in the presence of the Bidders representatives, who may wish to attend. However, in case of a public holiday or any unforeseen event on the Bids Submission Deadline, the Bids shall be received and opened on the next business day at the same time and venue.

All the Bids shall remain valid for ninety (90) Days effective from the Bids Submission Deadline and must be accompanied by a corresponding Bid Security equivalent to 1% of the Bid Price in the shape of a pay order/ demand draft/ bank guarantee, valid for a period of twenty-eight (28) Days beyond the Bid Validity Period, issued by a scheduled bank of Pakistan in favor of '**Secretary, Social Welfare Department, Government of Sindh**' and must be enclosed with the Financial Bid Envelope in accordance with the requirements set out in the Request for Proposal.

The SWD reserves its right to reject any or all Bids or cancel the Bidding Process, in whole or in part, at any time prior to the accepting a Bid(s), subject to the relevant provisions of the SPP Rules.

The address referred to above for issuance of the Request for Proposal and submission/ opening of the Bids is:

Attention: Additional Secretary,
Social Welfare Department,
Public Private Partnership Node,
Government of Sindh.

Address: 4th floor, Old KDA building, Sindh Secretariat, Karachi

Telephone: 021-99211900; 021-99211201-2

E-mail: sw.sindh@gmail.com ; secretarysocialwelfare@hotmail.com; info.p3@gmail.com

Website: <https://pppunitsindh.gov.pk/>; <https://swd.sindh.gov.pk/>; & <http://www.pprasindh.gov.pk/>

TABLE OF CONTENTS

1. Definitions	11
2. INTRODUCTIONS & PROJECT DESCRIPTION	16
2.1 INTRODUCTION	16
2.2 PROJECT DESCRIPTION.....	17
2.3 BID COSTS	18
2.4 TIMETABLE.....	18
3. PROSPECTIVE BIDDERS	19
3.1 CONSORTIUM-LEAD MEMBERS	19
3.2 CONSORTIUM PARTICIPATION RESTRICTIONS	19
3.3 EVALUATION REQUIREMENTS.....	19
3.4 INELIGIBILITY OF A PROSPECTIVE BIDDER	19
3.5 NO CONTRACT	20
4. ELIGIBILITY CRITERIA	20
4.1 LANGUAGE.....	20
4.2 DOCUMENTS COMPRISING THE ELIGIBILITY CRITERIA.....	20
4.3 PART I – ELIGIBILITY CRITERIA.....	21
4.4 PART II – APPLICATION AND OTHER DOCUMENTS	24
4.5 PART III – CONSORTIA DOCUMENTS AND REQUIREMENTS.....	24
4.6 PART IV – POWER OF ATTORNEY	25
4.7 CLARIFICATIONS	25
5. BIDDING DOCUMENTS	25
5.1 CONTENT OF BIDDING DOCUMENTS	25
5.2 PRE-BID CONFERENCE	26
5.3 BIDDERS COMMENTS & CLARIFICATIONS ON REQUEST FOR PROPOSAL.....	27
5.4 AMENDMENT OF BIDDING DOCUMENTS	27
5.5 BIDDERS DUE DILIGENCE	27
6. BIDS: PREPARATION	29
6.1 CONTENT OF BID.....	29
6.2 TECHNICAL BID DOCUMENTS.....	29
6.3 TECHNICAL BID	31
6.4 FINANCIAL BID	31
6.5 LANGUAGE OF BID	34
6.6 BID VALIDITY PERIOD	34
7. BIDS: SUBMISSION	34
7.1 FORMAT AND SIGNING OF BIDS	34
7.2 SEALING AND MARKING OF BIDS	35
7.3 BIDS SUBMISSION DEADLINE	36
7.4 LATE BIDS	36
7.5 MODIFICATION AND WITHDRAWAL OF BIDS	36
8. BIDS: OPENING AND EVALUATION	37
8.1 EVALUATION COMMITTEE	37
8.2 OPENING AND PRELIMINARY EXAMINATION OF BIDS	37

8.3	OPENING AND EVALUATION OF THE TECHNICAL BID.....	37
8.4	OPENING AND EVALUATION OF FINANCIAL BIDS.....	38
8.5	WAIVER OF NON-CONFORMITIES IN BIDS.....	39
8.6	CONTACTING THE AUTHORITY.....	39
8.7	EVALUATION REPORT	39
9.	AWARD OF CONTRACT	40
9.1	CHANGES IN ELIGIBILITY STATUS.....	40
9.2	AWARD CRITERIA.....	40
9.3	AUTHORITY'S RIGHT TO ACCEPT OR REJECT.....	40
9.4	NOTIFICATION OF AWARD	40
9.5	INCORPORATION OF A PROJECT COMPANY	41
9.6	SIGNING OF THE CONCESSION AGREEMENT.....	41
9.7	FAILURE TO SIGN THE CONCESSION AGREEMENT	41
	ANNEXURE 1 – BID DATA SHEET	43
	ANNEXURE 2 - FORMS.....	45
	ANNEXURE 3 - DRAFT CONCESSION AGREEMENT	64
	ANNEXURE 4 - CONTENT OF TECHNICAL BID	65
	ANNEXURE 5 - TECHNICAL EVALUATION CRITERIA	67
	ANNEXURE 6 – FINANCIAL STRUCTURE FOR THE DRC.....	71
	ANNEXURE 7 – KEY PERFORMANCE INDICATORS.....	Error! Bookmark not defined.
	ANNEXURE 8 - DETAILS OF THE FACILITY	76
	ANNEXURE 9 – APPLICATION FORM	78
	ANNEXURE 10 - BASIC INFORMATION FORM	80
	ANNEXURE 11 – EXPERIENCE FORM (DEC1).....	81
	ANNEXURE 12 - FINANCIAL DATA FORM (DEC 2)	82
	ANNEXURE 13 - PARENT COMPANY LETTER OF COMFORT	83
	ANNEXURE 14 - AFFIDAVIT.....	84
	ANNEXURE 15 – SPECIFICATIONS FOR SOLAR POWER	85
	ANNEXURE 16 – SPECIFICATIONS FOR SURVEILLANCE SYSTEM.....	86
	ANNEXURE 17 – SCOPE OF WORK	87
	ANNEXURE 18 – FACILITY PICTURES.....	88

1. Definitions

All capitalized terms not defined herein shall have the meaning set forth in the Concession Agreement.

Term	Definition
Affiliate Company	The term shall bear the meaning as ascribed thereto in Section 4.3.1.
Annuity Amount	Has the meaning set forth in the draft Concession Agreement ANNEX 3 (DRAFT CONCESSION AGREEMENT) – Article 8.
Annuity Amount Payments	Has the meaning set forth in the draft Concession Agreement ANNEX 3 (DRAFT CONCESSION AGREEMENT) – Article 8.
Applicable Evaluation Documents	Collectively: (a) the Sindh PPP Act; (b) the SPPRA Act; (c) the SPPRA Rules; (d) the SPPRA Guidelines; (e) the SPPRA Regulations; (f) any applicable order, instruction, guideline, regulations, or instrument issued under the Sindh PPP Act, SPPRA Act, SPPRA Rules; and (f) Request for Proposal before the Bids Submission Deadline.
Articles of Association	The Articles of Association of the prospective Bidder.
Authority or SWD	Social Welfare Department, Government of Sindh.
BAFO	Has the meaning set forth in Section 8.4.4.
Best Evaluated Bid	A Bid that is determined to be the ' <i>best evaluated bid</i> ' for the award of contract in terms of the requirements of the Applicable Evaluation Documents as further ascribed thereto in Section 9.2.
Bid	Has the meaning set forth in Section 6.1.1.
Bid Data Sheet	The data sheet attached as ANNEX 1 (BID DATA SHEET) .
Bidder	The interested/ prospective bidder is the one who is a registered organization or a Consortium that is eligible for this Bidding Process and submits Bid in accordance with the Applicable Evaluation Documents. For the purpose of clarity, an individual/ sole proprietor shall not be considered a Bidder nor a Consortium Member for Bidding Process under this Project.
Bid Costs	Has the meaning set forth in Section 2.3.1.

Bid Price	Net Present Value or NPV calculated using the Discount Rate of a bid price that includes capital cost, operational cost, soft costs, contingencies, Management Fee, and all other applicable duties and taxes, as set out in the Bidder's Financial Bid, in accordance with ANNEX 2 (FORMS) , FORM F, Attachment 1 (<i>BID PRICE</i>) and as defined in Section 6.4.2 (f).
Bid Security	The security deposit that a Bidder must provide, in the form of a financial guarantee issued by a scheduled commercial bank operating in Pakistan acceptable to the Government (with a minimum credit rating of 'A-' according to the PACRA or VIS rating scale for financial institutions), in form and substance as attached hereto as FORM E to ANNEX 2 (FORMS) and in the amounts and conditions specified in Section 6.4.1 (<i>BID SECURITY</i>). It is being clarified that the Bid Security shall not be in the form of an insurance or corporate guarantee. However, the Bid Security in the form of a demand draft or pay order would also be acceptable.
Bid Security Expiry Date	Has the meaning set forth in Section 6.4.1 (a).
Bid Security Validity Period	Has the meaning set forth in Section 6.4.1 (b).
Bids Submission Deadline	Has the meaning set forth in Section 7.3.1.
Bid Validity Period	Has the meaning set forth in Section 6.6.1.
Bidding Documents or Request for Proposal (RFP)	Has the meaning set forth in Section 5.1.1.
Bidding Process or Competitive Bidding Process	Has the meaning set forth in Section 2.1.1.
Bids Evaluation Report	Has the meaning set forth in Section 8.7 (<i>EVALUATION REPORT</i>).
Board of Directors	The Board of Directors of the prospective Bidders.
Budget Guidelines	The guidelines and instructions provided in Form F – 4 (BUDGET GUIDELINES) of Attachment 1 (<i>BID PRICE</i>) of ANNEX 2 (FORMS) that are required to be considered by the Bidders while preparing the Financial Bid or Bid Price under the Project. For the purpose of clarity, the budget guidelines specified herein this document shall be considered an integral part of the Agreement.
Clarification/ Comments Request Deadline	Specified in the Estimated Timetable and/ or Bid Data Sheet.

Manager Accounts/ Finance/ Compliance	The Manager will be responsible for ensuring that the Operator complies with regulatory requirements and internal policies and will be solely dedicated to the Facility. S/ he will be responsible for making sure that the organization abides by all the terms and conditions, Key Performance Indicators (KPIs), and Scope of Work under the Concession Agreement and the Proposed Methodology and Work Plan submitted with the RFP Proposal. The salary of the Key Staff, including the Manager, will be a part of the Management Fee.
Concession Agreement	The draft of the Concession Agreement is attached as ANNEX 3 and RFP Volume II (<i>DRAFT CONCESSION AGREEMENT</i>).
Concession Documents	The Bid of the organization, which includes the Technical and Financial Bid/ Financial Model submitted at the time of the Bidding Process, the Concession Agreement, the Independent Auditor Agreement, the Independent Expert Agreement, the Escrow Agreement, and any ancillary documents approved thereto by the Authority in accordance with the Applicable Evaluation Documents.
Concession Period	The period for which this Concession Agreement would be entered into with the Successful Bidder is proposed to be ten years and six months, i.e., 10.5 years management contract, including six (6) months Installation Planning & Preparation Period.
Conditions Precedent	Has the meaning set forth in the draft Concession Agreement ANNEX 3 (<i>DRAFT CONCESSION AGREEMENT</i>) – Article 2.
Consortium	As set forth in Sindh PPP Act of 2010 and as amended from time to time.
Consortium Members	Each Member of a Consortium, including the Lead Member, which shall be collectively allowed up to a maximum of four (4) Members.
Control	The term shall bear the meaning as ascribed thereto in Section 4.3.2.
Discount Rate	A weighing factor used to find the Present Value of future cash flows, which is kept at the flat rate of fifteen percent (15%) per annum for the purpose of this RFP to calculate the Bid Price.
Effective Date	The date certified by the Independent Expert and Independent Auditor to the Operator and Authority as being the date on which the Conditions Precedent are fulfilled, or deferred, or waived with mutual agreement of the Authority and Operator.
Eligibility Criteria	The term shall bear the meaning ascribed thereto in Section 4.3, against which details with supporting documents are required to be submitted by the prospective Bidder (in the case of a Consortium, the Consortium Members as applicable) in terms and in accordance with the Request for Proposal.

Escrow Bank Fees	Has the meaning set forth in Section 6.4.2 (i).
Estimated Timetable	Has the meaning set forth in Section 2.4.1.
Evaluation Committee	The Technical and Financial Evaluation Committee (TFEC) appointed by the Government of Sindh and has the meaning set forth in Section 8.1.1.
Facility	The Sindh Government Hospital is situated in New Karachi, Sector 5-D, near Lal Market. Karachi comprising of 50 beds.
Facility Timings	Has the meaning set forth in the draft Concession Agreement ANNEX 3 (DRAFT CONCESSION AGREEMENT) – Article 6.
Final Bidding Document or Addendum to the Request for Proposal	Has the meaning set forth in Section 5.4.2.
Financial Bid or Proposal	Has the meaning set forth in Section 6.4.2 (a).
Financial Model/ Bid/ Proposal	Has the meaning set forth in Section 6.4.2 (h).
Financial Ranking	Has the meaning set forth in Section 8.4.3.
Government or GoS	Government of Sindh.
Instructions to Bidders	The Instructions to Bidders set out in Volume I (<i>BIDDING PROCEDURE</i>) of the Request for Proposal.
Installation, Planning & Preparation (IPP) Period or Commencement Period	A Six (6) months mobilization period commencing from the Effective Date and ending on the last day of the sixth month.
Integrity Pact	The instrument entitled ‘Integrity Pact’ as attached to this Request for Proposal as FORM D to ANNEX 2 (FORMS) , duly signed by the Authority and the Bidder.
Joint Bidding Agreement	In case the prospective Bidder is a Consortium, they must execute a Joint Bidding Agreement incorporating relevant details as stated in Schedule 1.
Key Staff	The professionals (including Project Director, Manager Accounts/ Finance/ Compliance, Psychology therapist, Psychiatrist, and - each qualifying the minimum education and experience requirements) proposed by the Bidder in its Technical Bid to undertake, oversee, and manage the Project’s activities on a dedicated and regular basis under the contract in accordance with the job description, as may be amended by the Authority from time to time, during the Concession Period. For the purpose of clarity, the Bidder shall propose a separate Key Staff under which the Bid is submitted to qualify for the Eligibility Criteria.

Lead Member	The term shall bear the meaning as ascribed thereto in Section 3.1.2.
Management Fee	<p>The management fee is the cost of the Operator charges for providing its services to the Authority for managing the Project, in accordance with the KPIs set out in the Request for Proposal document. The cost head 'Management Fee' shall be utilized for the deductions (if any) during any Annuity Amount Payment Adjustments Events based on the evaluation of the Key Performance Indicators (KPIs), therefore; the Bidder is required to charge Management Fee as described in Financial Model and its Budget Guidelines.</p> <p>The management fee must clearly show the break-up of costs the Operator charges for performing the Project's related services using the organization's time, intellect, and expertise during the Concession Period.</p>
Member	An enterprise that is part of a Bidder on an exclusive basis.
Memorandum of Association	The Memorandum of Association of the prospective Bidder.
National Competitive Bidding	National Competitive Bidding Process to be regulated as per the Applicable Evaluation Documents.
Notification of Award	Has the meaning set forth in Section 9.4.1.
Operator	The Bidder or the Project Company incorporated by the Bidder before signing the Concession Agreement in accordance with Section 9.5.1.
PKR	Pakistani Rupees, the lawful currency of the Islamic Republic of Pakistan.
PPP	Public Private Partnership.
PPP Node	Public-Private Partnership Node, Social Welfare Department established under the Sindh PPP Act.
Present Value (PV)	The present value of a future sum of money or stream of annual cash flows discounted using the Discount Rate set out in this Request for Proposal document. The Operators' Financial Bids will be evaluated based on the Net Present Value (NPV) of the total bid; however, the annuity schedules shall be drawn up in accordance with the budgeted amounts and not based on PV.
Project	Has the meaning set forth in Section 2.2.1.
Project Company	Has the meaning set forth in Section 9.5.1.
Public Private Partnership Support Facility (PSF)	A non-profit company established by the Government of Sindh under section 42 of the Companies Act, 2017 (Act No. XIX of 2017) for the purposes enumerated in its memorandum of association.

Responsive Bid or Proposal	A Bid or proposal that complies with all the material conditions and requirements set forth in the Applicable Evaluation Documents.
Response to Questions Document or Response Document	Has the meaning set forth in Section 5.3.1 (b).
Facility-based Staff	The employees, including medical and non-medical staff, required to be hired by the Operator on a contractual basis at its level in consultation with the Independent Expert in accordance with an open, transparent, and merit-based process and Budget Guidelines during the Project's Concession Period. For the purpose of clarity, the Bidder shall take into account the Budget Guidelines while preparing the Financial Bid, including the minimum salaries of teaching staff.
Services Period	Has the meaning set forth in the draft Concession Agreement- Article 7.
Signing Date	The date on which the Concession Agreement is duly signed by each of the Parties.
Sindh PPP Act	The Sindh Public Private Partnership Act, 2010 (as amended from time to time).
SPPRA	Sindh Public Procurement Regulatory Authority established under the SPPRA Act.
SPPRA Act	The Sindh Public Procurement Act, 2009 (as amended from time to time).
SPPRA Rules	The Sindh Public Procurement Rules, 2010 (as amended from time to time).
Successful Bidder	Has the meaning set forth in Section 9.2 (<i>AWARD CRITERIA</i>).
Technical Bid or Proposal	Has the meaning set forth in Section 6.3.1.
Technical Documents Bid	The documents listed in Section 6.2.1.
Technical Bid Envelope	Has the meaning set forth in Section 7.2.1.

2. INTRODUCTIONS & PROJECT DESCRIPTION

2.1 INTRODUCTION

2.1.1 The Authority desires to outsource the management and operation of the Facility comprising of 50 beds in a manner such that it will be rehabilitated, managed and operated by the Operator on public-private partnership basis under the Sindh PPP Act (the '**Project**'). It is envisaged that the Authority will select the Operator through an open, fair and transparent National Competitive Bidding (NCB) using a single stage-two envelope bidding procedure (the '**Bidding Process**'), and the Authority will enter into a Concession Agreement with the Successful Bidder in respect of the Project.

2.1.2 This Request for Proposal is being issued by the Authority to the recipient prospective Bidders that meet the Eligibility Criteria as per Sections 3, 4, 5 & 6 of this Request for

Proposal document followed by the evaluation of their Bids submitted in accordance with the terms and conditions of this Request for Proposal document.

2.2 PROJECT DESCRIPTION

2.2.1 The Government's objective is to engage a reputable operator, whether from the private or public sectors, to enhance the operations of the Facility comprising of 50 beds. This includes implementing innovations, modernizing rehabilitation practices, raising social awareness, offering contemporary treatments, and maintaining/upgrading the Facility. Collaboration with surrounding communities and relevant agency tiers is also emphasized. Additionally, the Authority plans to grant concessions to the successful bidder for managing the Facility, as outlined in ANNEX 8 (DETAILS OF FACILITY), and in line with the (Key Performance Indicators) specified in ANNEX 7.

2.2.2 The Agency mandates that the Facility must offer comprehensive services, such as prevention strategies, detoxification, treatment, rehabilitation services, and vocational training/job placement programs, adhering to the highest international standards while aligning with the socio-cultural needs of our community. The Facility, under the management of the Operator, will operate in accordance with the terms outlined in the Concession Agreement. Admission procedures will strictly adhere to non-discriminatory practices in line with relevant laws and regulations.

2.2.3 The Authority is working closely with partners in the ongoing efforts to address the scourge of drug addiction in the province of Sindh and to help individuals in their journey towards recovery and also contribute to the greater goal of creating a healthier and drug-free society.

2.2.4 The Authority's key objectives for the Project include:

Short term:

- Collocation of data regarding community specific during identification of areas highly affected, detoxification treatment, counseling, Psychotherapy

Long term:

- Rehabilitation
- Education
- Development of resource personnel
- Seminars symposia man communication community participative
- GP Involvement participation involvement of provincial district and town Health Management in the program.
- Dissemination of knowledge/ information on focus basis
- Training of personnel on regular basis
- Follow-up of the patient treated
- Rehabilitation to make them earnings member of the family & useful member of the society
- Arranging jobs according to their education/vocation background for the patients
- Awareness through media through all mediums

2.3 BID COSTS

2.3.1 Each Bidder shall bear all costs associated with the preparation and submission of its Bid and the Bidder's participation in the Bidding Process, including, without limitation, all costs and expenses related to, participation in the pre-bid conference(s), preparation and submission of the Bids, the provision of any additional information, conducting due diligence of the Project, visits to the Project site, engagement of consultants, advisors and contractors and all other costs incurred as part of this Bidding Process up to the signing of the Concession Agreement by Successful Bidders (the '**Bid Costs**').

2.3.2 The Authority shall not be responsible or liable to pay any Bid Costs of any Bidder, regardless of the conduct or outcome of the Bidding Process.

2.4 TIMETABLE

2.4.1 The estimated timetable for Bidding Process is as follows (the '**Estimated Timetable**'):

Activity	Target Date*
Advertisement for DRC	9 th June 2024
Issuance of Request for Proposal document	12 th June 2024
Pre-Bid Conference/ Bidders Meeting	26 th June 2024
Issuance of amended Request for Proposal (the ' Addendum to the Request for Proposal ') and/ or Response to Questions Document (the ' Response Document ') (if and as required)	
Clarifications/ Comments Request Deadline	7 th July 2024
Last date of issuance of the Request for Proposal document	
Bids Submission Deadline	12 th July 2024
Technical Bids Opening	12 th July 2024
Financial Bids Opening	12 th August 2024
Publication of the Evaluation Report	30 th August 2024
Notification of Award	10 th September 2024
Execution of the Concession Agreement with the Successful Bidder	30 th September 2024

** For further details, refer to **ANNEX 1 (BID DATA SHEET)** of the RFP.

2.4.2 The Authority may, in its sole discretion, may amend the Estimated Timetable in accordance with the Applicable Evaluation Documents. Bidders shall not rely in any manner whatsoever on the Estimated Timetable, and the Authority shall not incur any liability whatsoever arising out of amendments to the Estimated Timetable.

3. PROSPECTIVE BIDDERS

This Request for Proposal is addressed or issued to all prospective Bidders having requested it in accordance with this Request for Proposal published in the newspapers and on the websites of the Authority (<https://swd.sindh.gov.pk>) or (<https://www.pppunitsindh.gov.pk/>) and SPPRA (<https://ppms.pprasindh.gov.pk/PPMS/>) for the prospective Bidders in accordance with the Applicable Evaluation Documents.

3.1 CONSORTIUM-LEAD MEMBERS

- 3.1.1 A prospective Bidder for the Project may be a single registered organization or may take the form of a consortium (the ‘**Consortium**’), comprising a maximum of up to four (4) Consortium Members, comprising of companies, firms, corporate bodies, or other legal entities duly registered under the applicable, permitted and relevant laws and procedures.
- 3.1.2 Each Consortium shall appoint and authorize one (1) lead member (the ‘**Lead Member**’) should meet at least both EC1 and EC3 criteria to represent and irrevocably bind all members of the Consortium in all matters connected with the Bidding Process, conduct all business for and on behalf of any or all Consortium Members during the Bidding Process, and in case the Consortium is awarded the Project, finalize the Concession Documents.

3.2 CONSORTIUM PARTICIPATION RESTRICTIONS

- 3.2.1 No prospective Bidder or Consortium Member may be eligible if it owns more than five percent (5%) of the shares (directly or indirectly, in terms of voting rights and/or rights to dividends) of another prospective Bidder or member of another Consortium.
- 3.2.2 No prospective Bidder or Consortium Member may be eligible if it has any representative on the Board of Directors (or equivalent managing body) of another prospective Bidder or member of another Consortium.
- 3.2.3 Notwithstanding the foregoing, a prospective Bidder or Consortium may be eligible if it can present evidence reasonably satisfactory to the Authority that arrangements have been established such that any such cross shareholdings or common directorships do not materially affect the independent investment decisions of the prospective Bidder or Consortium in which such cross shareholding or common directorship exists.

3.3 EVALUATION REQUIREMENTS

- 3.3.1 If the prospective Bidder is a Consortium, it shall clearly indicate in its Bid which Consortium Member(s) are to be evaluated for each such Eligibility Criteria, except those that need to be fulfilled by the Lead Member in accordance with the Applicable Evaluation Documents.

3.4 INELIGIBILITY OF A PROSPECTIVE BIDDER

If the prospective Bidder or a Consortium Member has been barred by any central, state or local government or government instrumentality in Pakistan or in any other jurisdiction to which the prospective Bidder or a Consortium Member belongs or in which the prospective Bidder or a Consortium Member conducts its business, from participating in any project on a private

participation basis and the bar subsists as on the Request for Proposal Submission Deadline. Such entity shall not be eligible to submit a Bid either individually or as a Consortium Member.

- 3.4.1 A Prospective Bidder (and in the case of a Consortium, all members) should not have, in the 5 (five) years preceding the Request for Proposal Submission Deadline:
- a) failed to perform any contract with the Government, federal government, or local or provincial governments, as evidenced by the imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the prospective Bidder or Consortium Member as the case may be; or
 - b) been expelled from any project or contract by any public entity or authority; or
 - c) had any contract terminated by any government or government instrumentality for breach by such prospective Bidder or Consortium Member.

3.5 NO CONTRACT

- 3.5.1 No contract whatsoever is created by or arises from this Request for Proposal document, which, under no circumstances, constitutes an offer to enter into any contract or arrangement of any nature whatsoever with any party whatsoever.
- 3.5.2 The Government, the Authority and any of their departments, employees, consultants, advisors and/ or personnel shall not have any obligation, responsibility, commitment, or legal liability of any nature whatsoever towards any prospective Bidder arising from this Request for Proposal document or any bids submitted in response to it.

4. ELIGIBILITY CRITERIA

4.1 LANGUAGE

- 4.1.1 Bid, and all correspondence and documents related to the Bid and Bidding Process between the Bidder and Authority, shall be written in English. In case any document/ information furnished by the Bidder is in a language other than English, it will need to be accompanied by an English translation (duly notarized by the notary public) of its pertinent passages for the purposes of interpretation of the Bid. In case of any discrepancy, the English translation shall prevail.

4.2 DOCUMENTS COMPRISING THE ELIGIBILITY CRITERIA

- 4.2.1 The documents submitted by the prospective Bidders to pass eligibility criteria shall comprise the following documents:
- (a) Part I – the information required by Section 4.3 (*PART I – ELIGIBILITY CRITERIA*).
 - (b) Part II – the documents or information required by Section 4.4 (*PART II – APPLICATION AND OTHER DOCUMENTS*).
 - (c) Part III – where the prospective Bidder is a Consortium, the documents required by Section 4.5 (*PART III - CONSORTIA DOCUMENTS AND REQUIREMENTS*);
 - (d) Part IV – the power of attorney required by Section 4.6 (*PART IV – POWER OF ATTORNEY*); and

- (e) Any other document or information supporting to qualify the Eligibility Criteria as required under the Request for Proposal.

4.3 PART I – ELIGIBILITY CRITERIA

In Part I of the Request for Proposal, the prospective Bidder shall submit proof that it meets the Eligibility Criteria set out below (the ‘**Eligibility Criteria**’).

ELIGIBILITY CRITERIA	REQUIRED DOCUMENTS/FORMS
<p>EC1: Technical Criterion The Bidder (in the case of a Consortium, the Lead Member alone) shall have experience in the management and operation of at least two (2) rehabilitation centers, each for a period of at least three (3) years and each facility with a minimum capacity of 20 beds and cumulative 40 beds in the last ten (10) years.</p>	<p>DEC1: Experience The Bidder (in the case of a Consortium, the Lead Member alone) shall provide its list of relevant projects/ sites in the form presented in ANNEX 11 (EXPERIENCE FORM), along with supporting documentation to demonstrate that it satisfies this criterion. The supporting documents will include, without limitation, any executed agreements, MOUs, Terms of References (TOR), release orders or any ancillary documents validating its experiences detailed in ANNEX 11 (EXPERIENCE FORM).</p>
<p>EC2: Financial Criterion The Bidder (in the case of a Consortium, any one of the Consortium Member alone) shall have a Net Worth of at least Pak Rupees twenty (20) million or above at the end of each year for the last two (2) financial years.</p> <p><u>Average Annual Turnover</u> An average annual turnover of PKR 40,000,000/- (Pak Rupees Forty Million Only) over the last three (3) years audited financial statements.</p>	<p>DEC2: Audited Financial Statements The Bidder (in the case of a Consortium, the relevant Consortium Member alone) shall provide the following:</p> <ul style="list-style-type: none"> (i) the required financial data in the forms presented in ANNEX 12 (FINANCIAL DATA FORM); and (ii) audited financial statements, duly certified by a certified chartered accountant, for the most recent three (3) financial years for which such statements are available, including the consolidated balance sheet, income statement, statement of cash flows, and the accompanying notes.

<p>EC3: Registration The Bidder (in the case of a Consortium, Consortium Members all) must possess a valid registration from the income tax authority (i.e., the NTN certificate) and relevant sales tax authority, if applicable.</p>	<p>DEC3: Registration with Tax Authorities The Bidder (in the case of a Consortium, all Consortium Members all) shall provide a valid NTN certificate and updated filing status of the prospective Bidder or if the prospective Bidder is a Consortium, all the Consortium Members for the current or last month's fall during Bid Submission Deadline.</p> <p>In case an entity is exempt from registration with any tax authority, it should provide a valid justification/ exemption certificate issued by the relevant tax authority.</p>
<p>EC4: Key Staff The Bidder (in the case of a Consortium, any or all of the Consortium Members combined) shall propose all the Key Staff qualifying the minimum criteria for qualification and experience requirements as listed in ANNEX 5 (TECHNICAL EVALUATION CRITERIA).</p>	<p>DEC4: Curriculum Vitae of the Proposed Key Staff The Bidder (in the case of a Consortium, any or all of the Consortium Members combined) shall provide the following:</p> <ul style="list-style-type: none"> (i) CVs of each proposed Key Staff dedicated to this Project containing the respective Key Staff qualification, experience, degree of responsibilities held in previous projects, and other details required to fill Form G (<i>Curriculum Vitae for the proposed Key Staff</i>) available with ANNEX 2 (FORMS); (ii) CVs shall be signed by the respective Key Staff and authorized person signing the Bid on behalf of a Bidder. <p>Note: In case a Bidder (in the case of a Consortium, the respective Consortium Member) has proposed a Key Staff from a public sector organization, then a '<i>No Objection Certificate</i>' issued from such organization shall be enclosed with the CV of the proposed individual. The Bidder, if awarded the Project, shall ensure the proposed Key Staff is engaged on a dedicated and regular basis to render his/her services as per the job descriptions assigned and other terms & conditions set out in the Request for Proposal.</p>

Note: In case of any change in the Bidder's legal status before the Bids Submission Deadline, the Bidder shall provide along with the Bid (Technical Proposal) submitted to the Authority all such information, including the documentary evidence for such a change and

its approvals by the relevant authorities, to check and verify the Bidder's Eligibility Criteria in accordance with the Applicable Evaluation Documents.

4.3.1 TECHNICAL ELIGIBILITY CRITERIA - SUBMISSION OF EVIDENCE FROM SUBSIDIARIES

The prospective Bidder, or if the prospective Bidder is a Consortium, the Lead Member, may include evidence of projects undertaken by one or several Affiliate Companies (as defined below) to satisfy Technical Eligibility Criteria EC1.

For purposes of the above, an "**Affiliate Company**" means any corporate entity Controlled by the prospective Bidder, or if the prospective Bidder is a Consortium, by the Lead Member, and "**Control**" means having, directly or indirectly, a majority of the voting securities or a majority representation on the Board of Directors (or other similar constituent body) of the given entity. For the avoidance of doubt, projects undertaken by other companies of the same corporate group, which do not comply with the above definition of an Affiliate Company, such as parent companies or sister companies, shall not be taken into account to satisfy Technical Eligibility Criteria EC1.

In case the prospective Bidder, or if the prospective Bidder is a Consortium, the Consortium Lead Member, includes evidence of projects undertaken by one or several Affiliate Companies, it shall submit, in addition to all other documentation required by this Request for Proposal document, the documentation specified in Section 4.4.1(b) with respect to each relevant Affiliate Company.

4.3.2 FINANCIAL ELIGIBILITY CRITERIA - SUBMISSION OF EVIDENCE FROM PARENT COMPANY

The prospective Bidder, or if the prospective Bidder is a Consortium, any one of the Consortium Member alone, may choose to present financial statements from a Parent Company to satisfy Financial Criteria in EC2.

For purposes of the above, the "**Parent Company**" means any corporate entity controlling the prospective Bidder, or if the prospective Bidder is a Consortium, any one of the Consortium Member alone, and "**Control**" means having, directly or indirectly, a majority of the voting securities or a majority representation on the Board of Directors (or other similar constituent body) of the given entity.

In case the prospective Bidder, or if the prospective Bidder is a Consortium, the relevant Consortium Member, chooses to present financial statements from a Parent Company, it shall submit, in addition to all other documentation required by this Request for Proposal document, the documentation specified in Section 4.4.1(b) with respect to the Parent Company.

In such cases, the Parent Company shall guarantee to the Authority the prospective Bidder's financial obligations under the Concession Agreement. For purposes of the above, the Parent Company shall provide an executed letter of support in the form attached as **ANNEX 13 (PARENT COMPANY LETTER OF COMFORT)**.

4.4 PART II – APPLICATION AND OTHER DOCUMENTS

4.4.1 In Part II of the Eligibility Criteria, each prospective Bidder, or if the prospective Bidder is a Consortium, the Consortium Members, as applicable, shall provide the following:

(a) An application signed by the prospective Bidder (or if the prospective Bidder is a Consortium, the Lead Member) in the form of **ANNEX 9 (APPLICATION FORM)**.

(b) The following legal documents and background information:

- i. basic information on the prospective Bidder (or if the prospective Bidder is a Consortium, each Consortium Member), as detailed in **ANNEX 10 (BASIC INFORMATION FORM)**, including an up-to-date list of shareholders or members of the prospective Bidder (or one list for each Consortium Member);
- ii. a certified copy of the Memorandum of Association and Articles of Association or other constitutive documents of the prospective Bidder (or if the prospective Bidder is a Consortium, the Memorandum of Association and Articles of Association or other constitutive documents of each Consortium Member) and any amendments; and
- iii. a certified copy of the prospective Bidder's certificate of incorporation or registration (or, if the prospective Bidder is a Consortium, each Consortium Member);

(c) An Affidavit, in the form of **ANNEX 14 (AFFIDAVIT)**, confirming that the prospective Bidder (or, if the prospective Bidder is a Consortium, each Member of the Consortium):

- i. is not in bankruptcy or liquidation proceedings;
- ii. has not been convicted of fraud, corruption, collusion, or money laundering.
- iii. 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; and
- iv. does not fall within any of the circumstances for ineligibility listed in Section 3.4 (**INELIGIBILITY OF A PROSPECTIVE BIDDER**).

4.5 PART III – CONSORTIA DOCUMENTS AND REQUIREMENTS

If the prospective Bidder is a Consortium, there must be a Lead Member who is duly authorized (through a power of attorney signed in front of a notary, as described in Section 4.6) by all other Consortium Members to act on their behalf and provide an undertaking that there will be no change in the constitution of the Consortium during the Bidding Process.

A prospective Bidder wishing to be eligible as a Consortium shall submit, as Part III of the Application, a written commitment, in the form attached hereto as **ANNEX 2 (FORMS) FORM B (POWER OF ATTORNEY) (B. POWER OF ATTORNEY FOR APPOINTMENT OF LEAD MEMBER)** following the instructions mentioned thereunder, which:

(a) confirms each member's commitment to the Consortium; and

(b) identifies the member that will assume the role of Lead Member on behalf of the other members, with authority to commit all members.

4.6 PART IV – POWER OF ATTORNEY

Each prospective Bidder (or if the prospective Bidder is a Consortium, each Consortium Member) shall provide, as Part IV of the Application, a written power of attorney in the form attached hereto as **ANNEX 2 (FORMS) FORM B (POWER OF ATTORNEY) (A. POWER OF ATTORNEY TO AUTHORIZE A PERSON TO SIGN THE DOCUMENTS)**, duly notarized, indicating that the person(s) signing the eligibility application has/ have the authority to sign.

4.7 CLARIFICATIONS

A Prospective Bidder requiring any clarification on this Request for Proposal may send a request for clarification to the Authority in writing with a copy to the Senior Director, PPP Node at the email addresses indicated in **ANNEX 1 (BID DATA SHEET)**. Any such request for clarification shall be received no later than five (5) Days prior to the Bids Submission Deadline, which may be extended further in accordance with the Applicable Evaluation Documents.

Electronic copies of the response, including a description of the query without identification of its source (the **‘Response to Questions Document’** or **‘Response Document’**), will be sent to all the prospective Bidders who have requested or obtained the Request for Proposal document directly from the Authority or intimated to the Authority for expression to submit Bid via email after downloading the Request for Proposal from the websites indicated here in this Request for Proposal document. If similar or repeated queries are made by prospective Bidders, those queries may be listed as one query and responded to only once.

5. BIDDING DOCUMENTS

5.1 CONTENT OF BIDDING DOCUMENTS

5.1.1 The nature of the Project, bidding procedures, contract terms and technical requirements are prescribed in the Bidding Documents, which include the following (collectively, the **‘Request for Proposal’**):

No.	Description		
Volume I – Bidding Procedure			
1	Letter of Invitation		
2	Instructions to Bidders		
3	Annexes to Request for Proposal:		
	ANNEX 1	Bid Data Sheet	
	ANNEX 2	Forms	
		Form A	Bid Form
		Form B	Power of Attorney
		Form C	Conflict of Interest Statement
		Form D	Integrity Pact
		Form E	Bid Security

	Form F	Financial Bid
	Form G	Curriculum Vitae for the proposed Key Staff (DEC 4)
ANNEX 3	Draft Concession Agreement	
ANNEX 4	Content of Technical Bid	
ANNEX 5	Technical Evaluation Criteria	
ANNEX 6	Financial Structure for the Facility	
ANNEX 7	Key Performance Indicators	
ANNEX 8	Details of Facility	
ANNEX 9	Application Form	
ANNEX 10	Basic Information Form	
ANNEX 11	Experience form	
ANNEX 12	Financial Data (DEC 2)	
ANNEX 13	Parent Company Letter of Comfort	
ANNEX 14	Affidavit	
ANNEX 15	Specifications for Solar Power	
ANNEX 16	Specification for Surveillance System	
ANNEX 17	Scope of Work	
ANNEX 18	Facility Details	
Volume II – Draft Concession Agreement		
3	Any addenda and/or amendments to the documents listed above, issued by the Authority in accordance with the Applicable Evaluation Documents.	

5.1.2 Each Bidder shall examine all instructions, terms and conditions, forms, specifications and other information contained in the Request for Proposal. If the Bidder:

- (a) fails to provide all documentation and information required by the Bidding Documents; or
- (b) submits a Bid which is not substantially compliant or responsive to the terms and conditions of the Request for Proposal;

Such action shall be at the Bidder's risk, and the Authority may determine that the Bid is nonresponsive to the Request for Proposal and may reject it in accordance with the Application Evaluation Documents.

5.2 PRE-BID CONFERENCE

5.2.1 The Authority shall organize a pre-bid/ bidders meeting conference on the date, time, and venue set out in the Estimated Timetable or Bid Data Sheet to discuss any comments the Bidders might have with respect to the Project and the Request for Proposal document. In case of any change in the specified venue of the pre-bid conference or any change in its scheduled date and/ or time, the same shall be announced at least one (1) week prior to the scheduled pre-bid conference date on the Authority's website, i.e., <https://swd.sindh.gov.pk> & <https://www.pppunitsindh.gov.pk/> The prospective Bidders shall require to regularly access the websites to ensure

seeking all the updates relating to the Project; alternatively, the prospective Bidders may confirm their intention to Bid by sending an e-mail containing the subject '**EXPRESSION TO BID Drug Rehabilitation Center – (NAME OF THE BIDDER)**' addressed at sw.sindh@gmail.com; info.p3@gmail.com for receiving timely updates, if any issued by the Authority prior to the Bids Submission Deadline.

- 5.2.2 The Authority reserves the right to call any additional pre-bid conferences/ Bidders meetings if it so desires before the Bids Submission Deadline subject to the Applicable Evaluation Documents.

5.3 BIDDERS COMMENTS & CLARIFICATIONS ON REQUEST FOR PROPOSAL

- 5.3.1 Bidders' requests for clarification, comments, and mark-up of the Request for Proposal

- a) Bidders have the opportunity to propose comments to the Request for Proposal documents; however, the Authority may (at its sole and absolute discretion) accept or reject such Proposal and comments. All comments shall be made in writing and sent to the relevant persons mentioned in **ANNEX 1 (BID DATA SHEET)**.
- b) Electronic copies of the response, including a description of the query but not the identification of its source (the '**Response to Questions Document**'), shall be sent to all Bidders who have obtained the Request for Proposal document. If similar or repeated queries are made by Bidders, those queries may be listed as one query, and the Authority may respond to such query only once. The Authority reserves the right not to consider such comments on the Request for Proposal in accordance with the Applicable Evaluation Documents.

5.4 AMENDMENT OF BIDDING DOCUMENTS

- 5.4.1 At any time before the Bids Submission Deadline, the Authority may amend the Request for Proposal for any reason, whether at its initiative or in response to the Bidder's questions, comments or markup in accordance with the Applicable Evaluation Documents.
- 5.4.2 Subject to Section 5.4.1, once revised versions of the Request for Proposal or its addendum, if applicable, have been issued (the '**Final Bidding Document**' or '**Addendum to the Request for Proposal**') as set out in the Estimated Timetable, no other communications of any kind whatsoever, except the prospective Bidders written queries received to the Authority within the timeline set out in **ANNEX 1 (BID DATA SHEET)**, shall be made to modify the Request for Proposal. However, the Authority reserves the right at its level to modify the Request for Proposal at any time prior to the Bids Submission Deadline subject to the Applicable Evaluation Documents.

5.5 BIDDERS DUE DILIGENCE

- 5.5.1 Information provided by the Authority

- a) Each Bidder is solely responsible for conducting its independent research, due diligence, any lawful inspection(s), seeking any independent advice necessary or any other work necessary for the preparation of Bids, negotiation of agreements, and the subsequent delivery of all services to be provided by the Successful Bidder in accordance with the Concession Agreement.

- b) No representation or warranty, express or implied, is made, and no responsibility of any kind is accepted by the Authority or its advisors, employees, consultants, or agents for the completeness or accuracy of any information contained in the Request for Proposal or the Response to Questions Document or provided during the Bidding Process or during the term of the Concession Agreement. The Authority and its advisors, employees, consultants, and agents shall not be liable to any person or entity as a result of the use of any information contained in the Request for Proposal or Addendum to the Request for Proposal or the Response to Questions Document or provided during the Bidding Process or during the term of the Concession Agreement.
- c) Bidders may not rely on any verbal statements made by the Authority or its advisors, employees, consultants, or agents during the Bidding Process.
- d) All Bidders shall, prior to submitting the Bid to the Authority, review all requirements with respect to corporate registration and all other requirements that apply to companies or firms that wish to conduct business in the Authority's country. The Bidders are solely responsible for all matters relating to their legal capacity to operate in the jurisdiction to which this Bidding Process applies. Any Bids submitted in response to this Request for Proposal will be submitted upon a full understanding and agreement of the terms of this Request for Proposal and, therefore, the submission of Bids in response to this Request for Proposal would be deemed as acceptance to the said terms and conditions.
- e) Data provided by the Authority, particularly in relation to numerical accuracy, is only indicative information based on input received from multiple sources.

Authority is not responsible for any reliance on such data made by the prospective Bidder in preparation of the Bids.

6. BIDS: PREPARATION

6.1 CONTENT OF BID

6.1.1 Bidders must prepare and submit their Bids in full compliance with the requirements of this Request for Proposal, together with the submission of the documents, forms, and instruments required for submission by this Request for Proposal. Each Bidder shall submit the following documents in two separate, sealed envelopes in accordance with the Applicable Evaluation Documents (together, the ‘**Bid**’):

1. Technical Proposal or Technical Bid
2. Financial Proposal or Financial Bid

6.1.2 If a Bidder submits Technical Proposal and the Financial Proposal together in one envelope, other than as specified in the Instructions to Bidders, the Evaluation Committee may reject the entire Bid. If any document required to be submitted with Technical Proposal is submitted with the Financial Proposal, or if any document required to be submitted with the Financial Proposal is submitted with the Technical Proposal, such document shall not be considered for evaluation and may also form the basis of rejection of a Bid by the Evaluation Committee.

6.2 TECHNICAL BID DOCUMENTS

6.2.1 Format of the Request for Proposal

Each Bidder shall submit a technical proposal (the ‘**Technical Proposal**’ or ‘**Technical Bid**’) by completing the following documents (collectively, the ‘**Technical Documents**’):

PART	DESCRIPTION	RELEVANT ANNEX
Part I	Bid Form as required under Section 6.2.2	ANNEX 2 – FORM A
Part II	Power of Attorney required under Section 6.2.6	ANNEX 2 – FORM B
Part III	Conflict of Interest Statement required under Section 6.2.7	ANNEX 2 – FORM C
Part IV	Equity Structure of the Operator required under Section 6.2.9 (if applicable)	[TO BE PROVIDED BY THE BIDDER]
Part V	Integrity Pact required under Section 6.2.8	ANNEX 2 – FORM D
Part VI	Contents of Technical Bid required under Section 6.3.1	ANNEX 4
Part VII	Joint Bidding Agreement as per Schedule 1 “Additional Documents” Section (b) (in case the Bidder is a Consortium)	[TO BE PROVIDED BY THE BIDDER]

Part VIII	Curriculum Vitae for each proposed Key Staff member required under Section 6.2.10	ANNEX 2 – FORM G
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6.2.2 Bid Form

In Part I of the Technical Documents, the Bidder or Consortium shall complete and sign the Bid Form in the form attached hereto as **FORM A** of **ANNEX 2 (FORMS)**.

6.2.3 Roles of Members and Consortium

Each Bidder must describe in detail the individual roles of their (Consortium) Members, as well as the nature of the planned legal relationships between them.

6.2.4 Supporting Information & Documentation

Each Bidder may submit any other supporting information or documentation that may assist the Evaluation Committee during the evaluation process, and the same may be annexed to the Bids submitted to the Authority.

6.2.5 Not Used

6.2.6 Power of Attorney

In Part II of the Technical Documents, each Bidder (or if the Bidder is a Consortium, each Consortium Member) shall provide a written power of attorney substantially in the form attached hereto as **FORM B of ANNEX 2 (FORMS)**, duly stamped and notarized, indicating that the person(s) signing the Bid are authorized to sign the Bid on behalf of the Bidder (or if the Bidder is a Consortium, then on behalf of each Consortium Member) and, thus, the Bid is binding upon the Bidder during the full period of its Bid Validity Period.

In the case of a Consortium, one (1) member of the Consortium shall be nominated as being in-charge and shall act as the lead member (the '**Lead Member**') who shall have the authority to represent and irrevocably bind the Consortium in all matters connected with the Bidding Process, conduct all business for and on behalf of any and all Consortium Members during the Bidding Process, and in case the Consortium is awarded the Project, finalize the Concession Documents;

This authorization shall be evidenced by submitting a power of attorney as set out in Part B (*POWER OF ATTORNEY FOR APPOINTMENT OF LEAD MEMBER*) of *Bidding Form B (POWER OF ATTORNEY)* of Volume I (*BIDDING PROCEDURE*) of the Request for Proposal), signed by legally authorized signatories of all the Consortium Members, appointed pursuant to a power of attorney in Part A (*POWER OF ATTORNEY TO AUTHORIZE A PERSON TO SIGN THE DOCUMENTS*) of *Bidding Form B (POWER OF ATTORNEY)* of Volume I (*BIDDING PROCEDURE*) of the Request for Proposal.

6.2.7 Conflict of Interest Statement

In Part III of the Technical Documents, each Bidder (or if the Bidder is a Consortium, each Consortium Member) shall provide a written Conflict of Interest Statement, substantially in the form attached hereto as **FORM C** of **ANNEX 2 (FORMS)**, regarding any existing, potential, possible or future conflict of interest that a Bidder (and each Member of a Consortium) may have with the Bidding Process, the Project, the Authority

or any agency, instrumentality, consultant or advisor thereof (as such consultants and advisors if provided in the Bid Data Sheet).

6.2.8 Integrity Pact

The Bidder must provide the Integrity Pact in the form attached hereto as FORM D of **ANNEX 2 (FORMS)**, duly signed by the Authority and the Bidder (in case the Bidder is a Consortium, the Consortium Members).

6.2.9 Equity Structure of the Operator

In Part IV of the Technical Documents, each Bidder forming a special purpose company to undertake the Project shall provide the equity structure of such special purpose company. Such equity structure should be in the form of a chart showing percentages of shares of each Member if the Bidder is a Consortium. In the case of a single Bidder, the special purpose company, if applicable, shall be wholly owned and controlled by the Bidder.

6.2.10 Curriculum Vitae for each proposed Key Staff

In Part VIII of the Technical Documents, each Bidder (or if the Bidder is a Consortium, Consortium Members combined) shall provide curriculum vitae for each proposed Key Staff dedicated for this Project, if awarded the Concession, substantially in the form attached hereto as **FORM G** of **ANNEX 2 (FORMS)**, recently signed by the respective proposed Key Staff and the Bidder's representative authorized to sign the Bid.

6.3 TECHNICAL BID

6.3.1 Each Bidder shall submit a Technical Bid, the content of which is specified in **ANNEX 4 (CONTENT OF TECHNICAL BID)**. Each Technical Bid shall be prepared in conformity with the technical requirements specified in this Request for Proposal and must adhere to the format described herein.

6.4 FINANCIAL BID

6.4.1 Bid Security

- a) The Financial Bid submitted by each Bidder (if the Bidder is a Consortium, the relevant Consortium Members) must be accompanied by a Bid Security in an amount equal to one percent (1%) of the Bid Price (as set out by the Bidders in the Bid) in Pakistani Rupees which shall remain valid until the date of expiry of the Bid Security Validity Period (the '**Bid Security Expiry Date**'). The Bid Security should be in the name of the "**Secretary, Social Welfare Department, Government of Sindh**". The Bidders shall write the name of the Facility on the back of the applicable Bid Security financial instrument.
- b) The Bid Security shall be in the form and substance as attached hereto as FORM E of **ANNEX 2 (FORMS)** or in the form of a demand draft or pay order. It is further clarified that no Bid Security in the form of an insurance guarantee shall be entertained. The Bidder shall ensure that the Bid Security remains valid for a period of twenty-eight (28) Days after the end of the original Bid Validity Period and twenty-eight (28) Days after any extension of the Bid Validity Period subsequently requested by the Authority in accordance with Section 6.6 (the '**Bid Security Validity Period**'). The Bidders agreeing to the extension of the

Bid Validity Period shall also require to extend Bid Security Validity Period for the extended period in accordance with the Applicable Evaluation Documents.

- c) In the event of failure by the Bidder to extend the Bid Security, at least fifteen (15) Days prior to its expiry or otherwise as requested by the Authority at that time, the Evaluation Committee shall consider that Bid as disqualified/ rejected subject to the Applicable Evaluation Documents.
- d) Any Bid not accompanied by a Bid Security or accompanied by a Bid Security that is not in accordance with the Request for Proposal shall be rejected by the Authority as being non-responsive. The Bid Security of a Bidder that is a Consortium shall be from any or all of the Members in such Consortium submitting the Bid.
- e) The Authority shall release the Bid Securities of the unsuccessful Bidders once the Concession Agreement has been signed or upon expiry of the Bid Validity Period.
- f) The Bid Security of the Successful Bidder shall be returned upon signing of the Concession Agreement.
- g) The Bid Security may, at the discretion of the Authority, be drawn in the full amount by the Authority in the following circumstances:
 - i. If the Bidder (or a member of a Consortium if the Bidder is a Consortium) withdraws its Bid during the Bid Validity Period; or
 - ii. In the case of the Successful Bidder, if the Successful Bidder fails to:
 - execute the Concession Agreement for any reason attributable to it; or
 - furnish the Performance Security, as required by the Request for Proposal document; or
 - Accept the correction of the quoted amount following the correction of arithmetic errors.
 - iii. If the Bidder or the Successful Bidder (i) resorts to deceit and/or fraud in its dealings with the Authority (including the Evaluation Committee), its advisors, employees, consultants or agents or otherwise in relation to the award of the Concession Agreement; or (ii) is proven to have personally or through an intermediary, either directly or indirectly, offered or attempted to offer a bribe to any Authority's employee involved with the Bid or the award of the Concession Agreement; and in the case of the Successful Bidder, in accordance with the Concession Agreement.
 - iv. If a Bidder has been found as blacklisted by any agency of Federal or Provincial Government.

6.4.2 Financial Offer

- a) Each Bidder shall submit a Financial Bid by completing the Financial Bid Form set out in FORM F of **ANNEX 2 (FORMS)** (the '**Financial Bid**' or '**Financial Proposal**'). Bidders shall not amend or change the form in any until it requires otherwise.

- b) The Financial Bid shall include all taxes, duties, levies, or charges & the Management Fee (as further stipulated in the Financial Bid as well as in this Request for Proposal).
- c) In case any prospective Bidder does not make provisions of taxes, duties, levies, or charges in its Financial Bid, whether willfully or erroneously, such prospective Bidder would be required to provide appropriate documents. Failure to do so will result in its Bid being treated as a non-compliant Bid. Nonetheless, if the Authority receives any notice/ receipt for such taxes or charges relating to the Concession Agreement, the same shall be passed on to the Successful Bidder to be processed and cleared accordingly.
- d) Bidders should consider the information as per **ANNEX 8 (DETAILS OF FACILITY)** as minimum specifications to run the Facility and as further specified in detail in the Budget Guidelines. However, based on the Bidders' Facility-based survey, they can propose even better options/ solutions for keeping the proposed and supplied equipment operational during the Concession Period. It must be noted that the Successful Bidder shall, inter alia, establish solar and surveillance systems in the Facility. Hence the amount(s) must be budgeted by Bidder in its quoted Financial Bid accordingly (For further details, please refer to the Financial Model and the Budget Guidelines provided therein).
- e) Not used.
- f) Each Bidder is required to attach to its Financial Bid a table, in the form provided in Attachment 1 to the Financial Bid Form (FORM F of **ANNEX 2 (FORMS)**), for Bid Price (the '**Bid Price**'), along with the relevant detail.
- g) The Social Welfare Department of the Government of Sindh and its Evaluation Committee reserves its right, in its full discretion, to void any Bids non-compliant with the terms of this Request for Proposal in accordance with the Applicable Evaluation Documents.
- h) Financial Model/ Bid/ Proposal means the cost of activities and/or items on a yearly basis for a period of ten years and six months, i.e., 10.5 years, based on strategies and strengths as listed in the Technical Proposal of the Bidder and for the fulfillment of the methodologies set to achieve the KPIs listed in **ANNEX 7 (KEY PERFORMANCE INDICATORS)**, fulfill the scope of work and operating procedures requirements as given in the draft Concession Agreement (**ANNEX-3**) annexed with this Request for Proposal document. In addition, each Bidder is required to provide a copy of the Financial Model relating to its Financial Bid on a 'Microsoft Excel/ Windows' readable USB memory stick (the '**Financial Model**'). The file containing the Financial Bid shall be in an unlocked and un-password-protected Microsoft Excel format and shall be complete, containing, inter alia, a user guide and data book setting out all of the Financial Bid's assumptions. This Financial Proposal will become part and parcel of the Concession Agreement as an annexure.
- i) The quarterly payments will be disbursed to the Operator via an escrow mechanism. The escrow mechanism services are to be rendered by an Escrow Bank. The Escrow Bank charges a fee as consideration for the services rendered by it. The Bidder, in order to make the Bid a Responsive Bid, shall incorporate the yearly cost (the '**Escrow Bank Fees**') of the Escrow Bank in

the Financial Bid. The Escrow Bank Fees are to be estimated on a yearly basis as per the schedule given below:

If yearly costs estimated by the Bidder are:

- i. less than Rs. 25 million per year, the “Escrow Bank Fees” shall be Rs. 5,000/- per annum
 - ii. in between Rs. 25-50 million per year, then the “Escrow Bank Fees” shall be Rs. 20,000/- per annum;
 - iii. more than Rs. 50 million per year, then the “Escrow Bank Fees” shall be Rs. 60,000/- per annum.
- j) The Financial Bid shall be quoted in Pakistani Rupees (PKR).

6.5 LANGUAGE OF BID

6.5.1 All Bids, and all correspondence and documents related to the Bid submitted by the Bidder to the Authority, shall be written in English.

6.6 BID VALIDITY PERIOD

6.6.1 Bids shall remain valid for ninety (90) Days effective from the Bids Submission Deadline (the ‘**Bid Validity Period**’). A Bid valid for a shorter period shall be rejected by the Authority as non-responsive.

6.6.2 In exceptional circumstances, the Authority may solicit the Bidders’ consent to an extension of the Bid Validity Period. The request and responses thereto shall be made in writing. Such extension shall not be for more than ninety (90) Days.

6.6.3 If a Bidder accepts to extend the Bid Validity Period, the Bid Security shall also be extended accordingly.

6.6.4 A Bidder may refuse the Authority's request for extension without forfeiting its Bid Security. A Bidder accepting the request to extend its Bid Validity Period shall not be permitted to modify its Bid.

7. BIDS: SUBMISSION

7.1 FORMAT AND SIGNING OF BIDS

7.1.1 The Bidder shall prepare and submit (properly bound & packed):

- a) one (1) printed original, clearly marked as “BID – ORIGINAL”,
- b) one (1) printed copy, clearly marked as “BID – COPY” and
- c) one (1) electronic copy (on a USB drive) each for the Technical Proposal and Financial Proposal, clearly marked as “TECHNICAL/FINANCIAL BID – SOFT COPY” and shall be placed separately inside the original copy of the respective Proposal,

as specified in **ANNEX 1 (BID DATA SHEET)**. In the event of any discrepancy between the original and any copy (printed or soft), the original shall govern or prevail in that case. The prospective Bidders will Bid as per details in **ANNEX 8 (DETAILS OF FACILITY)**.

- 7.1.2 The original and the printed copy of the Bid shall be typed or written in indelible ink and signed by the Bidder or person(s) duly authorized to bind the Bid to the contract. The latter authorization shall be indicated by a written power of attorney accompanying the Bid and submitted as Part II to the Technical Documents in accordance with Section 6.2.6. All pages of the Bid, except for un-amended printed literature, shall be initialed by the authorized person or persons signing such Bid.
- 7.1.3 The Bid shall contain no alterations, omissions, or additions unless such corrections are initiated by the authorized person or persons signing the Bid.
- 7.1.4 Each USB drive requested shall include a table of contents, be free of any virus and contain non-compressed and non-protected files in printable and reproducible both MS Word and PDF formats. For the avoidance of doubt, it is expressly specified that USB drive shall contain a scanned electronic copy of the complete original Technical Bid.

7.2 SEALING AND MARKING OF BIDS

- 7.2.1 Each Bid shall be in a separate envelope indicating the Bid as original or copy clearly marked as "**ORIGINAL**" and "**COPY**", as appropriate. The Technical Bid, along with the documents related to the Eligibility of the Bidder, shall be placed in a sealed envelope/ box clearly marked "TECHNICAL PROPOSAL" (the '**Technical Bid Envelope**') and the Financial Bid in the sealed envelope clearly marked "FINANCIAL PROPOSAL" (the '**Financial Bid Envelope**'). The USBs should be clearly marked "Technical Bid" and "Financial Bid" and placed in their respective envelopes containing the Technical Bid Envelope and the Financial Bid Envelope marked as "**Electronic Copy**". In turn, these two envelopes and/or boxes shall be sealed in an outer envelope/ box bearing the address and information indicated in the Bid Data Sheet. The envelope/box shall be clearly marked: "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE**" and "**Government Hospital, Sector 5-D, Lal Market, New Karachi**". Any Bidder who submits or participates as a single Bidder or Consortium Member in more than one Bid in respect of the same Facility as per **ANNEX 8 (DETAILS OF FACILITY)** will be disqualified.
- 7.2.2 The inner envelopes/ boxes shall each indicate the name and address of the Bidder so that the Bid can be returned unopened in case it is declared "late", as specified in Section 7.4 (**LATE BIDS**).
- 7.2.3 If the outer envelope/ box is not sealed and marked as required by Section 7.2.1, the Authority will assume no responsibility for the Bid's misplacement or premature opening. If the outer envelope/ box discloses the Bidder's identity, the Authority will not guarantee the anonymity of the Bid submission, but this disclosure will not constitute grounds for Bid rejection.
- 7.2.4 The Technical Bid Envelope and Financial Bid Envelope shall each indicate the name and address of the Bidder along with the title of the Project, i.e., **Government Hospital, Sector 5-D, Lal Market, New Karachi**, as given in Section 7.2.1.
- 7.2.5 Each USB drive shall be submitted together with the ORIGINAL printed Bids in the same sealed envelopes as provided in the Bid Data Sheet:

- a) The USB drive containing the Bidders' Technical Bid shall be included in the Technical Bid Envelope and SHALL NOT contain any elements of the Financial Bid.
- b) The Financial Bid shall not be submitted on USB; however, the Financial Model shall be submitted on USB as stated in Section 6.4.2. (f).

7.2.6 For the avoidance of doubt, it is expressly specified that the Bidders shall not be allowed to submit their Bids by e-mail. Furthermore, it is also expressly specified that in case of discrepancy of any data/ information between hard and soft copies submitted by bidders, the HARD-COPY shall prevail in such case.

7.2.7 It is also expressly specified that with respect to financial plans, budgets, and calculations, in case of any discrepancy between amounts expressed 'in numbers/ integers' and 'in-word, the amount expressed 'in words' shall prevail in such case. Similarly, in case of any error in calculation between the relevant input amount and the output, i.e., the total amount in Form F (*FINANCIAL BID FORM*) or its attachments, the relevant input amount shall prevail, and the output, i.e., the total amount shall be corrected in accordance with the Applicable Evaluation Documents.

7.2.8 If the Bidder does not accept the corrected amount of the Bid, its Bid shall be rejected, and its Bid Security shall be forfeited, pursuant to Section 6.4.1.

7.3 BIDS SUBMISSION DEADLINE

7.3.1 Bids shall be received by the Authority at the address specified in the Bid Data Sheet no later than the time and date stated in the Bid Data Sheet as the "**Bids Submission Deadline**", which may be extended by the Authority in accordance with the Applicable Evaluation Documents.

7.4 LATE BIDS

7.4.1 Any Bid received by the Authority after the Bids Submission Deadline for any reason whatsoever will be rejected and returned unopened to the Bidder.

7.5 MODIFICATION AND WITHDRAWAL OF BIDS

7.5.1 The Bidder shall not modify or withdraw its Bid after the Bids Submission Deadline.

7.5.2 Any withdrawal of a Bid in the interval between the Bids Submission Deadline and the expiration of the Bid Validity Period specified in Section 6.6 (*BID VALIDITY PERIOD*) shall result in the Bidder's forfeiture of its Bid Security, pursuant to Section 6.4.1.

8. BIDS: OPENING AND EVALUATION

8.1 EVALUATION COMMITTEE

- 8.1.1 The Authority has set up a special-purpose committee responsible for assessing the Bids in accordance with the Applicable Evaluation Documents (the '**Evaluation Committee**').
- 8.1.2 The members of the Evaluation Committee are prohibited from participating directly or indirectly in the preparation and/ or submission of any Bid and also prohibited from providing any assistance to any Bidder for the purposes thereof, except as may be expressly provided herein.

8.2 OPENING AND PRELIMINARY EXAMINATION OF BIDS

- 8.2.1 The Evaluation Committee shall open the Bids of each Bidder in the presence of the Bidders' designated representatives, who may choose to attend at the time, date, and location stipulated in **ANNEX 1 (BID DATA SHEET)**. The Bidders' representatives shall bear identification and authorization documents issued by the Bidder. The Bidders' representatives who are present shall sign a register evidencing their attendance.
- 8.2.2 The Evaluation Committee shall open the outer envelopes/ boxes, one at a time, in the order in which the Bids were received and take out the inner envelopes/ boxes containing the Technical Bids and the Financial Bids. These inner envelopes/ boxes shall be placed on a table in open view of the public but shall remain sealed. The Evaluation Committee shall then declare the Bids opening proceedings ended and shall dismiss the Bidders' representatives present.
- 8.2.3 No Bid shall be rejected at the Bids opening except for late Bids pursuant to Section 7.4 (*LATE BIDS*).
- 8.2.4 At the opening of each bid, the Evaluation Committee shall announce the Bidders' names and any other details that it may consider appropriate.
- 8.2.5 The Evaluation Committee shall prepare minutes of the Bids opening, including the information disclosed to those present in accordance with Section 8.2.1.
- 8.2.6 The Evaluation Committee shall then proceed to the opening and evaluation of the Technical Bids.

8.3 OPENING AND EVALUATION OF THE TECHNICAL BID

- 8.3.1 The Evaluation Committee shall determine the Eligibility of the Bidder as per the Eligibility Criteria set out in Section 4.3 and then evaluate the Technical Bids on a "pass/ fail" basis following the criteria set forth in **ANNEX 5 (TECHNICAL EVALUATION CRITERIA)**. The Evaluation Committee's determination shall be based on the Eligibility Criteria and on the contents of the Technical Bid **ANNEX 4 (CONTENT OF TECHNICAL BID)** without recourse to extrinsic evidence.
- 8.3.2 Any deficiencies or errors in a Bid will not result in its automatic rejection. The Authority may ask the Bidders for clarifications or additional documents needed to evaluate the

Bids in accordance with the Applicable Evaluation Documents. Any request for clarification in the Bid made by the Authority shall invariably be in writing. The response to such request shall also be in writing.

8.3.3 The Authority shall notify in writing:

- a) each Bidder whose Technical Bid has received a "pass" score that its Technical Bid has been accepted by the Evaluation Committee and that the Bidder is invited to attend the opening of the Financial Bids at the time, date, and location set out in **ANNEX 1 (BID DATA SHEET)**; and
- b) each Bidder whose Technical Bid has been found ineligible or not received a "pass" score that its Technical Bid has been rejected by the Evaluation Committee and that the Bidder is not invited to attend the opening of the Financial Bids.

8.3.4 For the purposes of this determination, substantially responsive Technical Documents are those that conform to all the terms and conditions of the Request for Proposal document without material deviations, objections, conditionality or reservations. A material deviation, objection, conditionality or reservation is one: (i) that affects in any substantial way the scope, quality or performance of the Concession Agreement; (ii) that limits in any substantial way, inconsistent with the Request for Proposal document, the Authority's rights or the Successful Bidder's obligations under the Concession Agreement; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive Technical Documents.

8.3.5 Bids for which the Technical Documents have been determined not to be substantially responsive shall be rejected, and the Bid Security, as well as the unopened Financial Bid Envelope of that Bid, shall be returned to the representatives of such Bidder.

8.3.6 The Evaluation Committee shall not open, and shall promptly return, the Financial Bid of each Bidder whose Technical Bid has been found ineligible to qualify the Eligibility Criteria or not received a "pass" score, and such Bidder's Bid shall not be considered further for evaluation, irrespective of the circumstances.

8.4 OPENING AND EVALUATION OF FINANCIAL BIDS

8.4.1 The Evaluation Committee shall open the Financial Bid Envelopes of those Bidders whose Technical Bid has received a "pass" score pursuant to Section 8.3.3(a) in the presence of Bidders' designated representatives who may choose to attend, at the time, date, and location will be communicated accordingly.

8.4.2 The Evaluation Committee shall prepare minutes of the Financial Bid opening, including the information disclosed to those present in accordance with Section 8.4.1 and Applicable Evaluation Documents.

8.4.3 The Evaluation Committee shall evaluate each Financial Bid against as being a Responsive Bid and then shall rank the Financial Bids from the lowest to the highest, based on Bid Price (the '**Financial Ranking**'). The Financial Bid to be a Responsive Bid shall reflect/ indicate in the financials to be incorporating the costs of the methodologies, procedures, and strengths for which the Bidder has been qualified through the Technical Bid. The Bidder shall calculate the Bid using a Discount Rate of 15% per annum for the total Bid Price in accordance with the Budget Guidelines set out in **FORM F (FINANCIAL BID FORM)** of **ANNEX 2 (FORMS)**. A Responsive Bidder with the lowest Bid Price shall be awarded the Concession Agreement, subject to the Applicable Evaluation Documents.

8.4.4 Where two or more Bidders are evaluated to have the same Financial Bid Cost/ Bid Price, the Evaluation Committee in such a case shall recommend the Bidder whose score under the criteria set forth in **ANNEX 5 (TECHNICAL EVALUATION CRITERIA)** shall be found as the highest among other Bidders whose Financial Bid Cost found the same. However, if two or more Bidders are evaluated to have the same Financial Bid Cost and same score under the evaluation criteria, then the Authority, subject to the approval by the Evaluation Committee, in such a case, may request relevant Bidders to submit a best and final financial offer (the '**BAFO**') which, if submitted, must result in a lower Financial Bid Cost than the initial Financial Bid Cost. No Bidder shall be obliged to submit a BAFO, and failure to do so shall not result in the forfeiture of the Bid Security. BAFO shall be ranked lowest to highest.

8.4.5 Arithmetic errors in the Financial Bid, if any, will be rectified on the following basis:

- a) the relevant input amount and the output (i.e., total) amount in any Bid Form, due to an error in calculation, the relevant input amount shall prevail, and the output (i.e., total) amount shall be corrected; and
- b) a discrepancy between words and figures, the amount in words will prevail unless such discrepancy arises due to the arithmetic error correction under Section 8.4.5 (a);
- c) If the Bidder does not accept the correction of errors, its Financial Bid will be rejected, and Bid Security shall be forfeited, pursuant to Section 6.4.1.

8.5 WAIVER OF NON-CONFORMITIES IN BIDS

8.5.1 The Evaluation Committee may waive any minor informality, non-conformity or irregularity in a Bid that does not constitute a material deviation and that does not prejudice or affect the relative ranking of any Bidder as a result of the Technical Bid and Financial Bid evaluation.

8.6 CONTACTING THE AUTHORITY

8.6.1 From the time of Bid submission to the time of the Concession Agreement award, if any Bidder wishes to contact the Authority, it should do so in writing.

8.6.2 If the Bidder or the Successful Bidder (i) resorts to deceit and/or fraud in its dealings with the Authority (including the Evaluation Committee), its advisors, employees, consultants or agents or otherwise in relation to the award of the Concession Agreement; or (ii) is proven to have personally or through an intermediary, either directly or indirectly, offered or attempted to offer a bribe to any Authority's employee involved with the Bid or the award of the Concession Agreement, then the Bidder's Bid and, if applicable, the said award, shall be canceled and the Bid Security or the Performance Security (as the case may be) shall be forfeited, all without prejudice to any Authority's claim for ensuing damages and without prejudice to any criminal and/ or administrative proceedings (or otherwise) in the province of Sindh.

8.7 EVALUATION REPORT

8.7.1 The results of the evaluation of the Bids conducted by the Evaluation Committee in accordance with this Section 8.7.1 shall be reflected in the "**Bid Evaluation Report**", which shall be published on the SPPRA's PPMS and Authority's official websites and

communicated to all the Bidders on the date specified in the Estimated Timetable which shall be at least three (03) working days prior to Notification of Award.

9. AWARD OF CONTRACT

9.1 CHANGES IN ELIGIBILITY STATUS

- 9.1.1 Prior to proceeding with the award of the Notification of Award, the Authority may verify to its satisfaction that no circumstances, in particular, the Bidder's current contract works, future commitments and current litigation(s), have arisen or intervened during the period between the submission of this Bid and before the Notification of Award; that would change the Authority's opinion as to whether the Bidder still meets all criteria as set out in this Request for Proposal.
- 9.1.2 An affirmative determination will be a prerequisite for the award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the Authority may, subject to Section 9.3, proceed to the next Best Evaluated Bid in conformity with Section 8.4.3, subject to the Applicable Evaluation Documents.

9.2 AWARD CRITERIA

Subject to Sections 9.1 and 9.3, the Authority shall award the Concession Agreement to the Bidder whose Bid found substantially compliant with all the material terms and conditions in conformity with Section 8.4.3 and SPPRA Rules 84 and (the '**Successful Bidder**') of this Request for Proposal document, subject to the Applicable Evaluation Documents.

9.3 AUTHORITY'S RIGHT TO ACCEPT OR REJECT

- 9.3.1 The Authority, in its sole discretion and subject to the Applicable Evaluation Documents, in each case, may:
- a. accept any Bid;
 - b. reject any Bid;
 - c. annul the Bidding Process and reject all Bids;
 - d. annul the Bidding Process and commence a new process; or
 - e. waive minor irregularities, minor informalities, or minor non-conformities which do not constitute material deviations in the submitted Bids from the Request for Proposal document at any time prior to the award of the Concession Agreement without incurring any liability to the affected Bidder or Bidders and without any obligation to inform the affected Bidder or Bidders of the grounds for the Authority's actions.

9.4 NOTIFICATION OF AWARD

- 9.4.1 Prior to the expiration of the Bid Validity Period, the Authority shall notify the Successful Bidder in writing that its Bid has been accepted by the Authority (the '**Notification of Award**').

- 9.4.2 The results of the Bidding process shall be published on the SPPRA's PPMS & Authority's official websites at least (03) working days prior to the Notification of Award.

9.5 INCORPORATION OF A PROJECT COMPANY

- 9.5.1 Prior to signing the Concession Agreement in accordance with provisions of Section 9.6 below, the Successful Bidder may (and if the Successful Bidder is a Consortium, the Successful Bidder shall) incorporate a special purpose company under the Companies Act, 2017, that will become "**Operator**" under the Concession Agreement (the '**Project Company**'). The shareholding of the Project Company (if incorporated) shall reflect the equity structure submitted by the Successful Bidder as Part IV of its Technical Bid Documents.

9.6 SIGNING OF THE CONCESSION AGREEMENT

- 9.6.1 Upon completion of the Bidding Process under this Request for Proposal, once the Successful Bidder is announced, necessary negotiations will take place to finalize the draft Concession Agreement, provided that such negotiations shall not amend or vary any financial and/or technical aspects of which the Bids are invited.

Thereafter, the Successful Bidder or the Project Company formed by the Successful Bidder (as the case may be) shall sign the Concession Agreement with the Authority within thirty (30) Days of the Notification of Award. The Successful Bidder shall provide Performance Security (as defined in the draft Concession Agreement) prior to the Signing Date of the Concession Agreement or as mentioned in the Notification of Award issued by the Authority.

9.7 FAILURE TO SIGN THE CONCESSION AGREEMENT

- 9.7.1 If the Successful Bidder fails to comply with the provisions of Sections 9.5 and 9.6, this failure shall constitute sufficient grounds for annulment of the Notification of Award and forfeiture of the Bid Security and such other remedies as the Authority may take under the Applicable Evaluation Documents. Furthermore, if the Successful Bidder refuses to sign the Concession Agreement within the specified time as may be extended by the Authority at its sole discretion, then the Authority reserves its right to disqualify or debar such Bidder on an interim basis to apply for any future Request for Proposal process on EMO reform in accordance with the Applicable Evaluation Documents.

ANNEXURES

- **ANNEX I – BID DATA SHEET**
- **ANNEX II – FORMS**
- **ANNEX III – DRAFT CONCESSION AGREEMENT**
- **ANNEX IV – CONTENT OF TECHNICAL BID**
- **ANNEX V – TECHNICAL EVALUATION CRITERIA**
- **ANNEX VI – FINANCIAL STRUCTURE FOR THE EMOS**
- **ANNEX VII – KEY PERFORMANCE INDICATORS**
- **ANNEX VIII – DETAILS OF FACILITY**
- **ANNEX IX – APPLICATION FORM**
- **ANNEX X – BASIC INFORMATION FORM**
- **ANNEX XI – EXPERIENCE FORM**
- **ANNEX XII – FINANCIAL DATA**
- **ANNEX XIII – PARENT COMPANY LETTER OF COMFORT**
- **ANNEX XIV – AFFIDAVIT**
- **ANNEX XV – SPECIFICATIONS FOR SOLAR POWER**
- **ANNEX XVI – SPECIFICATIONS FOR SURVEILLANCE SYSTEM**
- **ANNEX XVII – SCOPE OF WORK**
- **ANNEX XVIII – FACILITY PICTURES**

ANNEXURE 1 – BID DATA SHEET

The following specific data for the services to be procured under this Project shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in the Instruction to Bidders unless an Addendum to the Request for Proposal or corrigendum is being issued by the Authority in accordance with the Applicable Evaluation Documents.

ITB Section	
4.7	<p>Bidders may submit requests for clarifications to the Authority not later than five (5) Days prior to the Bids Submission Deadline at the following mail or email addresses:</p> <p>Attention: Additional Secretary, Social Welfare Department, Government of Sindh Address: 4th Floor, Old KDA Building, Sindh Secretariat, Karachi Phone No.: 021-99211900; 021-99211201; 021-99211202 Fax No.: 021-99217760 Email: sw.sindh@gmail.com; info.p3@gmail.com</p> <p>The Subject of the email is to be Att. Government Hospital, Sector 5-D, Lal Market, New Karachi (Name of the Bidder)]</p>
4.1	<p>The language of the Bid submitted by the Bidder to the Authority shall be in English.</p> <p>All correspondence exchanged between Bidder, and the Authority shall be in English.</p> <p>Translation of supporting documents submitted by Bidder with Bid shall be in English.</p>
5.2	<p>The pre-bid conference/ Bidders meeting will be held: Yes, as per the scheduled date, time, and venue mentioned below.</p> <p>Date: 26th June, 2024 Time: 1500 Hours PST Venue: Social Welfare Training Institute, ST4, Block 7, Gulshan Iqbal, Karachi, near Iqra University. Phone: 021-99211900; 021-99211201; 021-99211202 Email: sw.sindh@gmail.com; info.p3@gmail.com Contact: 021-99211900; Additional Secretary, SWD</p> <p>The prospective Bidders are advised to communicate and confirm the nomination(s) of their representative(s), who intend to attend the meeting, via email mentioned above addressed to the Authority at least two (2) Days prior to the scheduled date of the pre-bid conference to avoid any inconvenience.</p> <p>Note: In case of any change in the specified venue of the pre-bid conference or any change in its scheduled date and/ or time, the same shall be announced at least three (3) Days prior to the scheduled pre-bid conference date on the Authority's website, i.e., https://swd.sindh.gov.pk, & https://pppunitsindh.gov.pk</p>

7.1	<p>Bidders shall submit copies of the Bids as under:</p> <ul style="list-style-type: none"> • One (1) printed original copy of the Bid; • One (1) printed copy of Bid; and • One (1) electronic copy each for Technical Bid and Financial Bid (PDF and editable)
7.2 7.3	<p>Bidders shall submit the Bids to the Authority at the following address:</p> <p>Attention: Additional Secretary, Social Welfare Department, Government of Sindh Address: 4th Floor, KDA Building, Sindh Secretariat, Karachi Phone No.: 021-99211900</p> <p>The Bids Submission Deadline is: 12th July 2024 1400 hours (PST)</p> <p>Note: Bidders shall be responsible for submitting Bids at the address and schedule specified above. Bids received elsewhere or late hours due to any reason whatsoever shall not be entertained by Evaluation Committee and returned unopened to the Bidder.</p>
8.2	<p>Bids (Technical Proposal only) shall be opened at the following address:</p> <p>Date: 12th July 2024 Time: 1500 Hours PST Address: Additional Secretary Room, SWD, 4th Floor, KDA Building Sindh Secretariat, Karachi.</p>
8.3	<p>Bids (Financial Proposal only) shall be opened at the following address:</p> <p>Date: 12th August 2024 Bidders who's Technical Bids found qualified will be notified accordingly Time: 1500 Hours in accordance with the Applicable Evaluation Documents. Address: Additional Secretary Room, SWD, 4th Floor, KDA Building Sindh Secretariat, Karachi.</p>

ANNEXURE 2 - FORMS

FORM A - BID FORM

[ON THE LETTERHEAD OF THE BIDDER]
RELATING TO THE DRUG REHABILITATION CENTRE

Date: *[Insert date]*

To:
The Additional Secretary,
Social Welfare Department,
4th floor, Old KDA building, Sindh Secretariat,
Government of Sindh,
Karachi, Pakistan.

Re: REHABILITATION, MAINTENANCE AND OPERATION OF GOVERNMENT HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI, DRUG REHABILITATION CENTER UNDER THE PPP MODE (“PROJECT”).

Ladies and/or Gentlemen,

1. DEFINITIONS

Unless the context indicates otherwise, all capitalized terms and expressions used herein and, in our Bids, have the meaning given to them in the document entitled ‘Request for Proposal’ dated [●] (as amended and/or supplemented from time to time) (the ‘**Request for Proposal**’).

2. GENERAL

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

- A) having carefully examined, read and understood and agreed to the terms of the Request for Proposal, including the draft Concession Agreement, including the Annexes;
- B) we have satisfied ourselves that we have a full and complete understanding of the nature and location of the Project and services referenced above and the general and local conditions to be encountered in the performance thereof; and
- C) We, the undersigned, offer to carry out all services and obligations of the Operator as defined in the Concession Agreement in conformity with our Bid and the Request for Proposal document.

3. PRICING

We understand that you are not bound to accept the lowest Financial Bid or any Bid you may receive.

4. PERFORMANCE SECURITY

If our Bid is accepted, we undertake to provide the Performance Security (as defined in the draft Concession Agreement) in the form, in the amount and within the times specified in the Concession Agreement or Notification of Award.

5. PROPOSAL COMPLIANT WITH SUBMISSION REQUIREMENTS

We declare and confirm that our Bid satisfies and complies with the submission requirements indicated in the Request for Proposal.

We also undertake that no circumstances have arisen or intervened during the period between the submission of our Application and this Bid that (i) has resulted in us no longer meeting the Eligibility Criteria or (ii) would materially and adversely affect our ability to satisfactorily perform the Services as defined in the draft Concession Agreement if our Bid is accepted.

6. FIRM AND IRREVOCABLE PROPOSAL

We agree to abide by this Bid, which consists of our Technical Bid and Financial Bid (each as defined in the Request for Proposal), for a period of ninety (90) Days effective from the Bids Submission Deadline as set forth in the Request for Proposal document, and that it is irrevocable and shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until a formal Concession Agreement is prepared and executed between us, our Bid, together with your written acceptance thereof and the Authority's Notification of Award, shall constitute a binding contract between us.

7. FURTHER WARRANTIES

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

We have made a complete and careful examination of the Request for Proposal 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 Request for Proposal.

To the extent that any provision in our Bid conflicts with the terms and conditions of the Request for Proposal, such provision is hereby withdrawn.

8. CONFIDENTIALITY

In connection with the transaction contemplated by the Request for Proposal, the Bidder has been (or will be) given access to information regarding the Project, including, but not limited to, financial data, agreements, business plans, software, reports, data, records, forms and other information, as well as information regarding the Authority or provided by the Authority (all such information being referred to as '**Confidential Information**').

The Bidder hereby agrees and warrants that to the extent it receives Confidential Information, the Bidder and its affiliates, controlling and related persons and agents (collectively, the '**Recipient**'), the Recipient shall:

- (a) keep and maintain the Confidential Information strictly confidential;
- (b) disclose such Confidential Information (if at all) only to its controlling persons, its attorneys and professional advisors, and to such employees who have a reasonable need to know such Confidential Information (subject in each case to such person's agreement to make no further disclosure), or as may be required by law;
- (c) use such Confidential Information solely for the purpose of determining whether to enter into the transaction contemplated hereby; and
- (d) promptly upon request of the Authority disclosing Confidential Information following the abandonment of the transaction contemplated by the Request for Proposal, return such Confidential Information (and all copies thereof) to the Authority.

9. ADDITIONAL DOCUMENTS

In addition to the Bid Form, the Bidder shall submit the information identified in **SCHEDULE 1 (ADDITIONAL DOCUMENTS)** to this Bid Form together with the Bid Form.

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

[Signature]

In the capacity of [Insert position title]

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

SCHEDULE 1 – ADDITIONAL DOCUMENT

1. DESCRIPTION OF THE BIDDER

- (a) Each Bidder must provide the following information:
- i. 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;
 - ii. 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 proof of that legal entity's existence must be provided.
- (b) In the case of a Consortium, the members of the Consortium shall enter into a binding Joint Bidding Agreement for the purpose of submitting the Bids. The Joint Bidding Agreement to be submitted along with the Bid shall, inter alia;
- i. convey the intent to form a Project Company (with shareholding/ ownership equity commitment(s) in the Project Company in accordance with this Request for Proposal), which would enter into the Concession Agreement and subsequently perform all the obligations of the Operator in terms of the Concession Agreement, in case the Concession to undertake the Project is awarded to the Consortium;
 - ii. clearly outline the proposed roles and responsibilities, if any, of Consortium Members (including each Member);
 - iii. commit the minimum equity stake to be held by each Member;
 - iv. commit that all of the Members (whose participation will be evaluated for the purposes of this Request for Proposal) shall subscribe to a cumulative of 100% of the paid-up shares capital of the Project Company and subscribe to the shares in the Project Company;
 - v. provide for the members of the Consortium to undertake that they shall collectively submit/ include a statement to the effect that all the Consortium Members shall be liable, jointly and severally, for all obligations of the Operator in relation to the Project until the expiry of the Concession Agreement; and vi. except as provided under this Request for Proposal, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.
- (c) In case of a single Bidder (not being a Consortium), it must provide an undertaking that it shall be liable for all obligations of the Operator in relation to the Project until the expiry of the Concession Period.

FORM B - POWER OF ATTORNEY

A. POWER OF ATTORNEY TO AUTHORIZE A PERSON TO SIGN THE DOCUMENTS

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, each Bidder (or if the Bidder is a Consortium, each Consortium Member) shall provide a written power of attorney substantially in the form attached hereto FORM B OF **ANNEX 2** (FORMS), duly stamped and notarized, indicating that the person(s) signing the Bid has/have the authority to sign the Bid and thus, the Bid is binding upon the Bidder during the full period of its validity.*
- *This Power of Attorney shall be notarized with the Notary Public.*
- *The Power of Attorney should comply with the requirements set out in Instructions to Bidders of Volume I (Bidding Procedure) of the Request for Proposal.*
- *Please find below the form and substance of the Power of Attorney.*

FORM B - POWER OF ATTORNEY

**FORM OF POWER OF ATTORNEY RELATING TO THE SINDH EDUCATION
MANAGEMENT ORGANIZATIONS**

[On stamp paper of at least Rs. 200]

On this day of

Before me

The Notary in this office

The undersigned

Mr./Ms.: _____

In his/her capacity as: _____

Nationality: _____

Holder of Passport or CNIC No: _____

Issued from: _____

Dated: _____

Residing at: _____

Hereby appoints Mr./ Ms. _____ in his/ her capacity as _____, to:

- (a) Execute under hand, or under seal, and deliver to the competent authorities all the documents listed in Schedule 1 attached hereto;
- (b) Deliver and receive any document or instrument in relation to the documents listed in Schedule 1 attached hereto; and
- (c) Do all things necessary and incidental in respect of the matters set out herein including to do, execute and perform any other deed or act ought to be done executed or performed to perfect or otherwise give effect to the documents listed in Schedule 1.

And is hereby authorized to appoint others for all or part of the powers delegated by the present Power of Attorney.

SCHEDULE - 1

- A. DATED: [INSERT DATE OF EXECUTION]

- B. THE GRANTOR: [INSERT NAME OF PROSPECTIVE BIDDER/
CONSORTIUM MEMBER]

- C. THE ATTORNEY: [INSERT NAME OF REPRESENTATIVE LEAD
MEMBER]

- D. PLACE IN WHICH DOCUMENTS ARE TO BE EXECUTED AND
DELIVERED: SOCIAL WELFARE DEPARTMENT,
GOVERNMENT OF SINDH
KARACHI, PAKISTAN

- E. DOCUMENTS: ALL DOCUMENTS IN RESPECT OF THE
AUTHORITY'S APPLICATION IN RELATION TO
THE PROJECT.

IN WITNESS WHEREOF the Grantor has executed this Power of Attorney [**under seal**] on the date set out above.

[SEAL])
)
)

[NAME / TITLE OF GRANTOR REPRESENTATIVE]

WITNESSES: WITNESS 1:

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

WITNESS 2:

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

ACCEPTED & AGREED

.....
..... (SIGNATURE)
(NAME, TITLE AND ADDRESS OF THE ATTORNEY)

[NOTARISED]

FORM B - POWER OF ATTORNEY

B. POWER OF ATTORNEY FOR APPOINTMENT OF LEAD MEMBER

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.*
- *This Power of Attorney for the appointment and authorization of Lead Member is to be executed by the authorized representative of each Consortium Member (appointed pursuant to a Power of Attorney in Form B. (Power of Attorney to Authorize a Person to Sign the Documents)).*
- *This Power of Attorney shall be on stamp paper of at least PKR 200/- and notarized with the Notary Public.*
- *The Power of Attorney should comply with the requirements set out in Instructions to Bidders of Volume I (Bidding Procedure) of the Request for Proposal.*
- *Please find below the form and substance of the Power of Attorney.*

Whereas, the Social Welfare Department, Government of Sindh (the '**Authority**') has invited Bids for the Rehabilitation, Operation & Maintenance of Drug Rehabilitation Treatment Center under Public Private Partnership Mode (the '**Project**') pursuant to the Request for Proposal document issued on [] by the Authority (as amended from time to time) (the '**RFP**');

Whereas, _____, _____ and _____ (each hereinafter referred to individually as a '**Consortium Member**' and collectively as '**Consortium Members**') have formed a consortium (the '**Consortium**') in accordance with the requirements of the RFP and have executed a Joint Bidding Agreement as per the requirements of the RFP;

And Whereas, the Consortium Members issue this Power of Attorney for the appointment and authorization of the '**Lead Member**' with all necessary powers and authority to represent and irrevocably bind all the Consortium Members in all matters connected with the Bidding Process and during the execution of the relevant agreements in relation to the Project, in case the Consortium is awarded the Project.

Know all men by these presents

We, _____, having our registered office at _____, M/s. _____, having our registered office at _____, and M/s. _____, having our registered office at _____, do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s _____, having its registered office at _____, being one of the Consortium Members, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the '**Attorney**') and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bidding Process being conducted by the Authority pursuant to the RFP and to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the Project, including but not limited to signing and submission of our Bid, all applications and other documents and writings,

participate in conferences/ meetings, respond to queries, submit information/ documents, sign and execute contracts and undertakings including the acceptance of Notification of Award, as applicable (if awarded the Project) and generally to represent the Consortium in all its dealings with the Authority [(and the GoS)], and/ or any other governmental agencies or any person, in all matters in connection with or relating to or arising out of the Consortium's Bid and its acceptance by the Authority.

We hereby ratify all prior and future acts, deeds and things lawfully by the Attorney in relation to the Project (including with respect to the submission of our Bid in response to the RFP) pursuant to this Power of Attorney, and we hereby agree that all prior and/ or future acts, deeds and things done by the Attorney in relation to the Project (including with respect to the submission of our Bid in response to the RFP) shall, and shall always be deemed to have been done by us.

In witness whereof we, the 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:

WITNESS 1:

WITNESS 2:

.....
NAME:

NAME:

CNIC / PASSPORT NUMBER:

CNIC / PASSPORT NUMBER:

ADDRESS:
(Executants)

ADDRESS:

(To be executed by all the Consortium Members in favor of the Lead Member)

FORM C - CONFLICT OF INTEREST STATEMENT

RELATING TO THE DRUG REHABILITATION CENTER

Date: *[Insert date]*

To:
The Additional Secretary,
Social Welfare Department,
4th floor, Old KDA building, Sindh Secretariat,
Government of Sindh,
Karachi, Pakistan.

Re: **REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI, DRUG REHABILITATION CENTER UNDER THE PPP MODE (“PROJECT”)**.

We, the undersigned, are not aware of any conflict or potential conflict arising from prior or existing contracts or relationships which could materially affect our capability to comply with our obligations under the Request for Proposal document issued by the Authority for the Project.

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

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

Name of Project	Date Started	Description of Conflict

Yours Sincerely,

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

**FORM D – INTEGRITY PACT, DECLARATION OF FEES,
COMMISSION AND BROKERAGE ETC. PAYABLE BY THE BIDDERS**

(To be completed by Bidder and in case of Consortium each Consortium Member)

CONTRACT TITLE: REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI, DRUG REHABILITATION CENTER (THE “PROJECT”) UNDER PUBLIC PRIVATE PARTNERSHIP MODE.

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

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

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

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

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

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

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

**SOCIAL WELFARE DEPARTMENT,
GOVERNMENT OF SINDH
through its duly authorized signatory**

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

(Signatures) Name:
Designation:

(Signatures)
Name:
Designation:

Form E - Bid Security Form

Note: This form is to be used in case Bid Security is furnished in the form of a bank guarantee. Bid Security submitted in the form of a bank guarantee or otherwise, shall be included in the Financial Bid Envelope).

REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI DRUG REHABILITATION CENTER (THE "PROJECT") UNDER PUBLIC PRIVATE PARTNERSHIP MODE.

Date: *[Insert date]*

To:

The Secretary,
Social Welfare Department,
Government of Sindh
Karachi, Pakistan (the 'Beneficiary').

(the 'Guarantee')

Guarantee No: _____
Date of Issue: _____
Date of Expiry: _____
Guarantee Amount: _____
Name of Guarantor: _____
Name of Principal: _____
Penal Sum of Security: _____

We, *[Insert the name of issuing bank]*, being the Guarantee issuing bank (the **Issuing Bank**), understand that the following party/ parties have responded or intends to submit Bid in response to the 'Request for Proposal issued by the Social Welfare Department, Government of Sindh, dated [●] in relation to the **REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI, DRUG REHABILITATION CENTER (THE "PROJECT") UNDER PUBLIC PRIVATE PARTNERSHIP MODE**(as amended and/or supplemented or as clarified from time to time) (the '**Request for Proposal**'), by submitting their respective formal Proposal/ Bid:

[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]*, for the Facility (the Bidder, which expression includes its successors, assignees and transferees).

Further, We, the Issuing Bank, understand that pursuant to the Request for Proposal, the Bidder is required to provide the Government of Sindh (the Beneficiary) a Bid Security in the form of a bank guarantee equal to PKR [●] issued by a scheduled commercial bank operating in Pakistan (with a minimum credit rating of at least 'A-' as rated by 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 any other entity or without any recourse or reference to the Request for Proposal or any other document, agreement, instrument or deed, any sum or sums (or any part thereof) equivalent in aggregate up to but not exceeding a maximum amount of:

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

at sight and immediately, provided however, not later than one (1) business day from the date of receipt of the Beneficiary's first written demand (the Demand) at the Issuing Bank's offices located at [●] or through SWIFT instructions transmitted by the Beneficiary's bank (i.e. [●]), on behalf of the Beneficiary, to the Issuing Bank, such Demand referring to this Guarantee and stating the amounts demanded.

We, the Issuing Bank, shall unconditionally honor 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 Request for Proposal.

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

- (i) Bids Submission Deadline + twenty-eight 28 Days, i.e., a total of one-hundred and eighteen (118) Days (the '**Guarantee Original Expiry Date**') provided that, in the event the Issuing Bank has receipt of the Demand on or immediately prior to the Guarantee Original Expiry Date, the Issuing Bank shall honor 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; however, 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 may be 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, 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 Pakistani law and the laws of the jurisdiction where this Guarantee is issued.

Authorized signatory: _____

Date: _____

Place: _____

Authorized signatory: _____

Date: _____

Place: _____

FORM F – FINANCIAL BID FORM

RELATING TO THE SINDH EDUCATION MANAGEMENT ORGANIZATIONS

Date: *[Insert date]*

To:
The Additional Secretary,
Social Welfare Department,
4th floor, Old KDA building, Sindh Secretariat,
Government of Sindh,
Karachi, Pakistan.

Re: **REHABILITATION, MANAGEMENT & OPERATION GOVERNMENT HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI FOR DRUG REHABILITATION CENTER (THE “PROJECT”) UNDER PUBLIC PRIVATE PARTNERSHIP MODE.**

Ladies and/or Gentlemen,

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

Total Bid Price PKR [●]/- (Pakistani Rupees [●] Only)¹

The Bid Price as per Section 6.4.2 (f) of the Request for Proposal is provided in Attachment 1 to this Financial Bid Form. In addition, a copy of the Financial Model, as required to be submitted in accordance with Section 6.4.2 (f), is provided on a 'Microsoft Windows' readable USB memory stick submitted with the Financial Bid.

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

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

[Signature]

In the capacity of *[Insert position title]*

¹ **Bid Price** = Net Present Value calculated using the Discount Rate of the total bid that includes capital cost, operational cost, soft costs, contingencies, Management Fee, and other applicable duties and taxes, as will be set out in each Bidder's Financial Bid (*refer to the Budget Guidelines*).

ATTACHMENT 1 TO THE FINANCIAL BID FORM – BID PRICE

(to be included in the Financial Bid Envelope)

THE FINANCIAL BID FORM – BID PRICE

Attachment 1 to Form F (*FINANCIAL BID FORM*) comprises a Financial Model in Microsoft Excel spreadsheet form, **available in an editable version for the prospective Bidders to download via Authority's website** <https://swd.sindh.gov.pk/>, <https://www.pppunitsindh.gov.pk/>; and <https://www.pprasindh.gov.pk/> setting out all the amounts in PKR and includes all the information required from the Bidder in terms of Form F (*FINANCIAL BID FORM*) of **ANNEX 2 (FORMS)** of Volume I (*BIDDING PROCEDURE*) of the Request for Proposal document.

To standardize the calculation of the Bid Price, the Bidder is required to complete the relevant Financial Model (using the Microsoft Excel File) consistent with the guidance (Budget Guidance Notes for Bidders), the Bidder's Technical Proposal, and the Authority's Project scope of work to be undertaken by the Successful Bidder during the Concession Period.

Financial Model comprises the following:

- (A) Form F – 1: Summary of Budget
- (B) Form F – 2: Operational Expenses
- (C) Form F – 3: Key Staff
- (D) Form F – 4: Guidelines
- (E) Form F – 5: Working Sheet

FORM F – 1: SUMMARY OF BUDGET

Bidder (*Insert name of Bidder*)

REHABILITATION, MANAGEMENT & OPERATION OF DRUG REHABILITATION
TREATMENT CENTER (THE “PROJECT”) UNDER PUBLIC PRIVATE PARTNERSHIP
MODE

FORM F – 2: OPERATIONAL EXPENSES

Bidder (*Insert name of Bidder*)

Note: Bidders shall read the Project’s scope of work in conjunction with the Budget Guidelines.

FORM F – 3: KEY STAFF

Bidder (*Insert name of Bidder*)

Note: Bidders shall read the Project’s scope of work in conjunction with the Budget Guidelines.

FORM F – 4: BUDGET GUIDELINES

Bidder (*Insert name of Bidder*)

Note: Bidders shall read the Project’s scope of work in conjunction with the Budget Guidelines

FORM F – 5: Working Sheet

Bidder (*Insert name of Bidder*)

Note: Bidders shall read the Project’s scope of work in conjunction with the Budget Guidelines

**FORM G – CURRICULUM VITAE FOR THE PROPOSED KEY STAFF
REHABILITATION, MANAGEMENT & OPERATION OF
GOVERNMENT HOSPITAL, SECTOR 5-D, LAL MARKET, NEW
KARACHI DRUG REHABILITATION TREATMENT CENTER (THE
“PROJECT”) UNDER PUBLIC PRIVATE PARTNERSHIP MODE**

1. **Proposed Key Staff** (*only one Key Staff shall be nominated for each position*): _____

2. **Name of Bidder or Consortium Member** (*insert name of Member proposing Staff*): _____

3. **Name of Staff** [*Insert full name*]: _____

4. **Date of Birth:** _____ **Nationality:** _____

5. **Education** [*Indicate college/ university and specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

6. **Membership of Professional Associations:** _____

7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____

8. **Countries of Work Experience** [*List countries where staff has worked in the last twenty years*]: _____

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____

10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held*]:

From [Year]: _____ To [Year]: _____
Employer: _____ Positions held: _____

11. **Detailed Tasks Assigned** [*List all tasks to be performed under this Project*]: _____

12. **Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned** [*Among the projects in which the Staff has been involved, indicate following information for those projects that illustrate staff capability to handle tasks listed under point 11.*]:

Name of assignment or project: _____ Year: _____
Location: _____ PA or Client: _____
Main project features: _____ Positions held: _____
Activities performed: _____

13. Certificate

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. **I understand that any willful**
Page | 62

misstatement described herein shall lead to disqualification or dismissal, of the Bidder or Consortium Member or Key Staff in accordance with Applicable Evaluation Documents.

_____ Date: _____
[Signature of staff member or authorized representative of the staff] Day/Month/ Year

Full name of the Bidder's representative authorized to sign the Bid: _____

ANNEXURE 3 - DRAFT CONCESSION AGREEMENT

[DRAFT OF THE CONCESSION AGREEMENT INCLUDED AS SEPARATE ATTACHMENT – Volume II OF THE REQUEST FOR PROPOSAL]

ANNEXURE 4 - CONTENT OF TECHNICAL BID

No	Sections to be submitted
(i)	<p>Drug Rehabilitation Center Management Experience:</p> <ul style="list-style-type: none"> • Demonstration of Bidder’s expertise, skills set, and record of successful experience necessary to operate, manage, and maintain Drug Rehabilitation Centers. Add more empirical evidence (Registration certificate and/ or partnership agreement suffice to prove Bidder’s eligibility concerning experience).
(ii)	<p>Proposed Methodology and Work Plan: Bidder should cover the following:</p> <ul style="list-style-type: none"> • A detailed analysis of local and situational contexts, identified needs should be reflected in the Technical Bid. • Description of the strategy to improve governance, access, and quality of services in the Facility as set out in ANNEX 8 (DETAILS OF FACILITY). Optimal maintenance of facilities and provision of a conducive treatment environment. • A detailed methodology and work plan to undertake complete Installation and maintenance works of the Facility. • Detailed summary of execution strategy to address governance issues including maintenance of records (medical staff service/profession records, patients’ record, infrastructure/asset record, resource utilization record, staff leave record, etc.) Facilities discipline, etc. • Detailed administrative and coordinating mechanism which leads to improved management and conducive environment for patients and staff in the Facility details set out in ANNEX 8 (DETAILS OF FACILITY). • A detailed strategy to achieve and address important aspects/KPIs and scope of work. • Detailed work plan to assimilate family atmosphere for the patients. sanitizations of family members of the patients. • Detailed assessment and Treatment Strategy/plan in line with the best international practices. • Detailed strategy for reintegration in the society including placement, after recovery. • Plan to provide an alternative energy source for center, e.g., solar electrification in all the Facility available in ANNEX 8 (DETAILS OF FACILITY). • A detailed work plan of concession period with a supporting narrative of interventions proposed for awareness, treatment, rehabilitation required for facility of a Drug Rehabilitation Center. • A statement of commitment to the pool and engaging additional resources that are required to attain KPIs.
(iii)	<p>Drug Rehabilitation Center - based Staff qualifications and competence for the assignment:</p> <ul style="list-style-type: none"> • Comprehensive job descriptions for Drug Rehabilitation Center - based Staff and plan for successfully recruiting qualified individuals having domicile of Sindh against the Drug Rehabilitation Center - based Staff positions or sanctioned strength in alignment with the Budget Guidelines.

(iv)	Description of the strategy to achieve the Key Performance Indicators (KPIs)
(v)	Description of Exist Strategy to hand over the Facility back to the Authority <ul style="list-style-type: none">• It is expected that bidder/consortium will adopt a gradual approach to ensure that improvements brought during the Concession Period will be sustainable after the completion of the Project.

ANNEXURE 5 - TECHNICAL EVALUATION CRITERIA

Only Bidders whose Technical Bids obtain at least 70% (seventy percent) of maximum marks and not less than 50% (fifty percent) of maximum marks in any sub-section below shall obtain a "pass" score and be technically accepted for evaluation of their Financial Bids under Section 6.4:

- (i) **Experience**– Bidder, in case of a Consortium the Lead Member alone, relevant experience in management and operation of Rehabilitation Centers during the last ten (10) years:

a)	Experience of Bidder (in case of Consortium Bid, the Lead Member): (10 Points)	
i)	+7 years' experience of O&M of at least 2 Rehabilitation Centers having at least 20 beds per facility	[20]
ii)	+5 years' experience of O&M of at least 2 Rehabilitation Centers having at least 20 beds per facility	[15]
iii)	+3 years' experience of O&M of at least 2 Rehabilitation Centers having at least 20 beds per facility	[10]
Total points for criteria (i):		(20)

- (ii) **Proposed Methodology and Work Plan**– Bidder, in case of a Consortium all Members combined, proposed methodology and work plan which will be essential part of SoW of the Operator for the DRC:

a)	Understanding of demographic and psychographics for Drugs consumption and causes as per our local context	[01]
b)	Strategy to identify segments and areas of society most vulnerable to potential drug uses and raising awareness to relevant stakeholders, Educational Institutions, NGOs, Firms, Trusts, Agencies, families etc. to mobilize, prevent, and take pre-emptive steps	[05]
c)	Strategy for outreach programs to market/ securing additional grant from national and international stakeholders for supporting activities of the DRC	[05]
d)	Detailed administrative and coordinating mechanism of liaising with relevant agencies, hospitals and relevant stakeholders	[04]
e)	Strategy to ensure security and privacy of the patients and their families	[02]
f)	Assessment and Treatment strategy in line with the best international practices e.g., of UNODC or as per SDGs etc.	[05]
g)	Proposed interventions, walks, social events, pod casts, guests' speakers, marketing for raising awareness	[07]
h)	Strategy to integrate rehabilitated patients back into the society and vocational trainings etc	[03]
i)	Plan for data collection, data analysis, and data management	[02]
j)	Strategy for patients' engagement with community, activities, and job placements, alumina groups, programs	[02]
k)	Plan for visits, co-curricular activities, including regular sports activities, group therapy, sessions, gardening, gym, hobbies etc.	[04]
i)	Work plan for moral and inspiration of the employees of the DRC	[02]
Total points for criteria (ii):		(40)

(iii) **Key Staff qualifications and competence for the assignment:** Bidder, in case of a Consortium all the Members combined, shall propose the Key Staff, including:

Points maximum weightage criteria (Qualification 25%, Experience 70%, Understanding of the local context verifiable from the proposed staff experience in local region 5%)						
	Proposed Key Staff	Qualification	Weightage	Experience	Weightage	
a)	Project Director	Fellowship of College of Physicians & Surgeons	25%	≥ a doctor with 15 years' experience in a lead role in managing projects or programs related to Drug Rehabilitation implementation and/ or public service delivery under the social sector	70%	[02]
		Member of College of Physicians and Surgeons Pakistan	15%	≥ 12 years and < 15 years	60%	
				≥ 09 years and < 12 years	40%	
				≥ 06 years and < 09 years	20%	
b)	Health Care Expert	Fellowship of College of Physicians & Surgeons	25%	≥ 15 years' experience in in treatment of patients effected by Drugs Addiction	70%	[02]
		Member of College of Physicians and Surgeons Pakistan	15%	≥ 12 years and < 15 years	60%	
				≥ 09 years and < 12 years	40%	
				≥ 06 years and < 09 years	20%	
c)	Manager Accounts/ Finance/ Compliance	Masters in Finance or Accounts / ACCA	25%	≥ 15 years' experience in leading and/ or managing and/ or monitoring the project related activities under social sector	70%	[02]
		Bachelors in finance / Accounts	15%	≥ 12 years and < 15 years	60%	
				≥ 09 years and < 12 years	40%	
				≥ 06 years and < 09 years	20%	
d)	Psychology / Therapist	M. Phill in Clinical Psychology	25%	≥ 15 years' experience in leading and/ or managing the activities (training, assessment, and monitoring) for Drug addict patients	70%	[02]
		M.S in Clinical Psychology	15%	≥ 12 years and < 15 years	60%	
				≥ 09 years and < 12 years	40%	
				≥ 06 years and < 09 years	20%	

e)	Psychiatrist	MBBS Doctor specialized in Psychology	25%	≥ 12 years' experience in leading and/ or managing the activities (training, assessment, and monitoring) for Drug addict patients	70%	[02]
		MBBS Doctor specialized in Psychology	15%	≥ 09 years and < 12 years	60%	
				≥ 06 years and < 09 years	40%	
				≥ 04 years and < 6 years	20%	
Total points for criteria (iii):						(10)

Note for Eligible Key Staff: Each Key Staff proposed by the Bidder in its Technical Bid shall work on a regular and dedicated basis to perform the functions relating to the Facility' operation and management during the Concession Period. The Bidder's proposed Key Staff shall be, inter alia, responsible for leading, monitoring, and overseeing the Project-related functions and tasks at a strategic and operational level as identified in the Request for Proposal document or proposed by the Bidder in its Technical Bid to achieve Key Performance Indicators during the Concession Period. Bidders may propose the Government officials and civil servants as Key Staff only if:

- (i) they are on leave of absence without pay or commit to seek no objection certificate by the respective agency;
- (ii) they are not being hired by the Authority they are working for prior to six (6) months going on leave; and
- (iii) their engagement would not give rise to any conflict of interest. For clarity purposes, any individual proposed by a Bidder as a Key Staff shall not perform the functions against the dual positions or more than a single position or job roles as required in this Request for Proposal.

(iv) Key Performance Indicators

a)	A detailed strategy to achieve KPIs aligned with the SoW for operation of the Facility ANNEX 8 (DETAILS OF FACILITY)	[15]
Total points for criteria (iv):		(15)

(v) Development Plan and Exit strategy:

a)	Exit strategy to ensure capacity development of Government Staff/ Departments to operate DRC operations after handing over of the facility	[05]
Total points for criteria (v):		(05)

(vi) Financial Strength– Bidder, in case of a Consortium all Members combined, net worth at the end of each year of the last two (2) financial years as per Section 4.3 EC:

a)	≥ PKR 120 million	[10]
b)	≥ PKR 100 million and < PKR 120 million	[09]
c)	≥ PKR 100 million and < PKR 100 million	[08]

d)	≥ PKR 100 million and < PKR 80 million	[07]
e)	≥ PKR 100 million and < PKR 60 million	[06]
f)	≥ PKR 20 million and < PKR 40 million	[03]
Total points for criteria (vi)		(10)

NOTE: Bidders whose Bid is found as the Best Evaluated Bid and awarded the Concession under the Applicable Evaluation Documents shall ensure to execute of the Project during the Concession Period in line with minimum service delivery standards set out in this document together with the proposed methodology, plans, Key Staff, etc., shared with the Bid, based on which the Evaluation Committee has evaluated and marked the Technical Bid.

Total points for Technical Evaluation Criteria: 100

The minimum technical score required to pass is **70 Points** overall and a minimum of **50% Points** in each sub-section from I to VI listed above.

ANNEXURE 6 – FINANCIAL STRUCTURE FOR THE DRC

Government Financial Structure

The current financial structure defined by GOS for a drug rehabilitation budget consists of salary and non-salary budgets, which are defined herein with a proposed mechanism.

Salary of Government staff:

- Salary of Government Staff will continue to come from the office of Accountant General (AG) Sindh.
- Salary budget of Government Staff is allocated in the provincial budget against sanctioned positions for each Hospital.

Salary of Facility-based Staff hired by bidder:

- Bidder/Operator will budget for Facility-based Staff, as per **ANNEX 8 (DETAILS OF FACILITY)**, which shall be subject to the Budget Guidelines.
- Operator, in consultation with the Independent Expert, shall recruit the Facility-based Staff following an open and transparent process, with a preference for local residents considering the minimum employment criteria mentioned in the Budget Guidelines or set by the Government, prevailing at the time of recruitment for the respective staff.
- Bidder/Operator shall ensure to release salaries and other expenses incurred through the reimbursement heads to the Facility-based Staff through cross-cheque or online payments only from the designated bank accounts during the Concession Period. The Bidder/Operator shall release the salaries to the Facility-based Staff by the fifth (5th) Date of each month, including summer vacation months, as notified by the Government.
- This expenditure will be reimbursed on an actual basis.

Repair and Maintenance

- Operator will be responsible for the repair and maintenance of the Facility and shall budget the repair and maintenance cost with due diligence for the duration of the Concession Period.

Facility Furniture Provision and Repair

- The Facility will have new and old furniture and fixtures at the time of Facility handing over. However, the operator, with due diligence, shall budget for additional or repairing furniture for all the Facility during the Concession Period.

Utilities/ Bills/ Fees

- Utilities/ bills will be paid by the operator in a timely manner and will be reimbursed on an actual basis. However, for budgetary purposes, the Bidder shall account budget as a minimum of PKR 2000/ month/ room for the Facility as per details listed under **ANNEX 8 (DETAILS OF FACILITY)**.

Management Fees

- Prospective Bidder will include a budget for Management Fee, which shall include the capital and other costs for the operation of the Drug Rehabilitation Center Office, and the salary of Project Director and Manager Compliance/ Finance/ Accounts responsible for managing business of Facility as listed in **ANNEX 8 (DETAILS OF FACILITY)**.
- The Management Fee must clearly show the cost breakup for establishing and operating the Project, the organization's time, intellect and expertise that it would bring to the Project during the Concession Period.

- Management Fee is payable to the Operator based on performance and is subject to the Annuity Amount Adjustment Formula set out in the Concession Agreement and other terms & conditions set out in the Request for Proposal document.



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ANNEXURE 7 – KEY PERFORMANCE INDICATORS

Attached as annexure

ANNEXURE 8 - DETAILS OF THE FACILITY

The Facility “**Sindh Government Hospital, Sector 5-D, Lal Market, New Karachi**” under this Request for Proposal consists of total area of the hospital, including parking space, open areas, and the building itself, spans approximately 6000 square yards. The building consists of three floors. The second and third floor has been lying vacant for the past 10-15 years, resulting in deterioration of the building's roof and other components. The management & operation of the facility is intended to be handed over to a Successful Bidder by the Authority under this Request for Proposal. A Bidder shall submit only one Bid in respect of the facility:

Ground Floor:

The ground floor features a parking space capable of accommodating around 10-15 vehicles, as well as additional land. Inside the building, there are a total of twenty rooms of varying sizes (average size: 12 x 12 feet). The hospital has dedicated rooms for a laboratory and medicines; however, the laboratory lacks the necessary equipment. The ground floor also includes a waiting area, lobby, separate washrooms for the public, and attached washrooms in some rooms. Other facilities on this floor include a common kitchen area and emergency exit points.

Number of Rooms: 20

Average Size: 12 x 12 feet

First and Second Floors:

Both the first and second floors share a similar layout. Each floor consists of twelve rooms and halls of various sizes, washrooms for the public, and attached washrooms in some rooms. Additionally, each floor is equipped with two kitchen facilities and emergency exit/access stairs located on the side of the building.

Number of rooms (first floor): 12

Size of Office Rooms: 12 x 12 feet

Size of Halls: Varying sizes

Number of rooms (second floor): 12

Size of Office Rooms: 12 x 12 feet

Size of Halls: Varying sizes

Condition:

The first and second floors share a similar design, with tiles, windows, and doors installed. However, essential amenities such as fans and other equipment are currently unavailable.

Important Note:

As these floors have remained unused for over a decade, there are significant structural issues, including roof leakages and wall damage. Some areas also exhibit cracks and damage. Local staff members have reported that the hospital is annually affected by flooding, further exacerbating the effects of rainwater on both floors.

- The Authority disclaims any responsibility for direct or indirect reliance on this and any other data linked with the management and operation of the Facility provided hereunder i.e., RFP **ANNEX VIII (DETAILS OF FACILITY)**. The prospective Bidders shall conduct exclusive surveys and visits the Facility to examine and ascertain accurate and reliable information, including physical infrastructure conditions, before submitting Bid to the Authority. The Facility visit(s) shall be conducted only upon the express condition that the prospective Bidder, its personnel and agents will release and indemnify the Authority from and against

all liabilities in respect thereof and will be responsible for injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such visit.

Note:

The prospective Bidder is required to do a detailed count of the existing Staff employed by the Authority at all the Facility listed herein-below. The Bidder should estimate the cost of maintaining an optimal number of Staff at the Facility at all times during the Concession Period and build the cost of the same in the Financial Bid following the instructions and guidelines provided in the Budget Guidelines of this document.

ANNEXURE 9 – APPLICATION FORM

Date: *[Insert date]*

To:

The Additional Secretary,
Social Welfare Department,
4th floor, Old KDA building, Sindh Secretariat,
Karachi,
Government of Sindh.

Re: **REHABILITATION, OPERATION, MAINTENANCE AND TRANSFER OF GOVERNMENT HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI, DRUG REHABILITATION CENTER UNDER PUBLIC PRIVATE PARTNERSHIP MODE.**

Dear Sirs,

Pursuant to the Request for Proposal dated *[insert the date]*, *[Name of the Bidder/ Consortium]* hereby submits its Application in conformity with the Request for Proposal (as amended and/or supplemented from time to time) (the '**Request for Proposal Document**') and requests to be considered for Eligibility for the Project.

All capitalized terms, unless defined herein, shall bear the meaning as ascribed thereto in the Request for Proposal Document.

[Name of Prospective Bidder/ Consortium Members] hereby confirms that it:

- (a) agrees to comply with all the rules, laws and regulations governing the Bidding Process as issued by the relevant authorities from time to time.
- (b) accepts the right of the Social Welfare Department, Government of Sindh, to (i) request additional information reasonably required to assess the application, (ii) amend the procedures or make clarifications thereof, and (iii) extend or amend the schedule of the eligibility and the tender;
- (c) accepts the exclusive application of the federal laws of Pakistan and provincial laws of Sindh with respect to these eligibility procedures; and
- (d) fully and completely understands and accepts the terms of the Request for Proposal Document and hereby undertakes to comply with the same.

[insert name of Bidder/ Consortium Members] hereby represents and warrants that as of the date of this letter:

- (a) all of the information submitted in this Application, including the enclosed forms and documents, is accurate in all respects;

- (b) *[Name of Bidder/ Consortium Members]* has(ve) not been subject to any voluntary or involuntary bankruptcy or insolvency or similar proceeding during the last five (5) years; and
- (c) *[Name of Bidder/ Consortium Members]*, has(ve) paid all taxes due, except those which are being contested in good faith by appropriate proceedings and for which adequate reserves have been established.

Attached herewith to this Application are the following documents, as appropriate:

- (a) Basic Information Form (**Annexure 10**)
- (b) Experience Form (**Annexure 12**);
- (c) Financial Data Form (**Annexure 12**); and
- (d) Parent Company Letter of Comfort (if relevant) (**Annexure 14**), and
- (e) Affidavit (**Annexure 14**);
- (f) Other documents required in Section 4 of the Request for Proposal Document.

[Name of Prospective Bidder] hereby designates as its representative to receive notices in respect of the eligibility and the tender at the following address, telephone and facsimile numbers:

[Representative's address, telephone and facsimile numbers] *[Signature]* In the capacity of *[position]*

Authorized to sign this Eligibility Application for *[Name of prospective Bidder]*

ANNEXURE 10 - BASIC INFORMATION FORM

PROSPECTIVE BIDDER INFORMATION:

Name:

Type: (Corporation, Partnership, etc.) Company/Entity

incorporation/registration no:

Address of principal office:

Telephone number:

Fax number:

E-mail address:

Primary areas of business:

Shareholder/Member certificate (attach separately)

CONSORTIUM MEMBERS INFORMATION: (IF APPLICABLE, FILL IN DETAILS FOR ALL MEMBERS, IDENTIFYING THE LEAD MEMBER AND/OR THE MEMBER(S) TO BE EVALUATED FOR EACH OF THE ELIGIBILITY CRITERIA SET FORTH IN SECTION 4.3 PART I)

Name:

Type: (Corporation, Partnership, etc.) Company/Entity

incorporation/registration no:

Address of principal office:

Telephone number:

Fax number:

E-mail address:

Primary areas of business:

Shareholder/Member certificate (attach separately)

ANNEXURE 11 – EXPERIENCE FORM (DEC1)

The prospective Bidder, or if the prospective Bidder is a Consortium, the Lead Member alone, should provide sufficient detail of its experience in the management and operation of at least two (2) rehabilitation center for a minimum period of five (3) of the full calendar years in the last ten (10) years to enable the Authority to evaluate fulfilment of Technical Criterion as described in Section 4.3 of this Eligibility Document.

Organization / Institution Name	Location	Description & Size	Role of the Prospective Bidder or Consortium Lead Member	Date of Commencement of Operations	Documentary Evidence (registration, affiliation, MoU, Agreements, etc. & other supporting documents)
[add rows if necessary]					

ANNEXURE 12 - FINANCIAL DATA FORM (DEC 2)

NET WORTH

(i) Financial Year End [insert the date and year]

Prospective Bidder		
(or if the Prospective Bidder is a Consortium, any one of the Consortium Member alone and Combined) ⁴		
Value of Total Assets	Total Liabilities	Net Worth
<i>[insert the amount in PKR]</i>	<i>[insert the amount in PKR]</i>	<i>[insert the amount in PKR]</i>

(ii) Financial Year End [insert the date and year]

Prospective Bidder		
(or if the Prospective Bidder is a Consortium, any one of the Consortium Member alone and combined) ⁵		
Value of Total Assets	Total Liabilities	Net Worth
<i>[insert the amount in PKR]</i>	<i>[insert the amount in PKR]</i>	<i>[insert the amount in PKR]</i>

Consortium's relevant Member and all Members net worth be mentioned separately. Consortium's relevant Member and all Members net worth be mentioned separately.

ANNEXURE 13 - PARENT COMPANY LETTER OF COMFORT

Date: *[Insert date]*

To:
The Additional Secretary,
Social Welfare Department,
4th floor, Old KDA building, Sindh Secretariat,
Karachi,
Government of Sindh.

Re: **REHABILITATION, OPERATION, MAINTENANCE AND TRANSFER OF GOVERNMENT HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI, DRUG REHABILITATION CENTER UNDER PUBLICPRIVATE PARTNERSHIP MODE.**

Dear Sirs,

We refer to the Request for Proposal document issued by the Social Welfare Department, Government of Sindh, dated [●] (the '**Request for Proposal Document**'), also inviting eligibility applications from prospective Bidders for the execution and completion of a Concession Agreement involving the management and operation of Facility in the province of Sindh (the '**Project**').

According to Section 4.3.2 of the Request for Proposal Document (*Financial Eligibility Criteria - Submission of Evidence from Parent Company*), the prospective Bidder, or if the prospective Bidder is a Consortium, at least one of the Consortium Member alone, may choose to present financial statements from a Parent Company to satisfy Financial Criteria in EC2. For this purpose, the "Parent Company" means any corporate entity Controlling the prospective Bidder, or if the prospective Bidder is a Consortium, the relevant Consortium Member, and "Control" means having, directly or indirectly, a majority of the voting securities or a majority representation on the Board of Directors (or other similar constituent body) of the given entity.

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

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

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

Yours faithfully,

[Name of Parent Company] _____

By: _____

Name: _____

Title: (Authorized signatory) _____

ANNEXURE 14 - AFFIDAVIT

Date: *[Insert date]*

To
The Additional Secretary,
Social Welfare Department,
4th floor, Old KDA building, Sindh Secretariat,
Karachi,
Government of Sindh.

Re: REHABILITATION, OPERATION, MAINTENANCE AND TRANSFER OF GOVERNMENT HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI, DRUG REHABILITATION CENTER UNDER PUBLICPRIVATE PARTNERSHIP MODE.

Dear Sirs,

Pursuant to the Request for Proposal document dated [please insert the date] in respect of the DRUG REHABILITATION CENTER PROJECT,

[insert name of Bidder/ Consortium Member] hereby represents and warrants that, as of the date of this letter *[Insert name Bidder/ Consortium Member]*, and each member of our Consortium (if applicable):

- (a) is not in bankruptcy or liquidation proceedings;
- (b) is not blacklisted by any governmental or non-governmental department/ agency;
- (c) barred by the relevant government authority in order to provide medical/ rehabilitation services;
- (d) has not been convicted of fraud, corruption, collusion or money laundering;
- (e) 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;
- (f) [are legally and financially autonomous and operate under commercial law]⁶;
- (g) does not fall within any of the circumstances for ineligibility listed in Section 3.4 (*Ineligibility of a Prospective Bidder*) of the Request for Proposal.

Yours Sincerely,

Name and Title of Authorized Signatory: _____

Name of Firm: _____

Address: _____

⁶ Only relevant for the government-owned legal enterprise or institution.

ANNEXURE 15 – SPECIFICATIONS FOR SOLAR POWER

Following is the minimum breakup for installing and commissioning 30 KVA solar power systems for all of the Facility. However, based on the Bidders' survey, they can propose even better solutions.

Sr.	DESCRIPTION	QTY
1	<p>Supplying, Installing and Commissioning 30 KVA Solar Power System for Facility.</p> <p>SPECIFICATIONS:</p> <p>a. SOLAR PV MODULE: Q cell make, 350/500W POLY CRYSTALLINE cells with 3mm glass thick and with proper anodized Aluminum frame and earthing provision with relevant IEC Certificates and power warranty as per specifications.</p> <p>SUPPORTS Galvanized roof supported, frame size and thickness.</p> <p>OFF GRID HYBRID INVERTER: SMA, 15KW capacity (3-phase)</p> <p>SUNNY WEB BOX FOR REMOTE MONITORING Facility to be provided AC / DC parameter monitoring, interface, internet monitoring, solar irradiation, module/ room temperature, relative humidity and other details to be mentioned.</p> <p>LIGHTNING ARRESTER: Level 5 protection and type of lightning system.</p> <p>SUITABLE EARTHING AND EARTH PITS To be provided (as per IEC norms).</p> <p>CABLES To be as per IEC standards or equivalent IEC (working voltage) cables are to be routed through suitable ducts. Interlinking between the solar inverter to ACDB and from ACDB to LT panel will be of supplier scope.</p> <p>b. ACDB - Fitted with branded electrical accessories and an outer cover with good-quality of stainless steel.</p> <p>c. ALL FASTENERS used wherever must be of good quality stainless steel grade.</p>	<p>Refer to the ANNEX VIII (DETAILS OF FACILITY)</p>

Note: Brand or model name, wherever mentioned in the Request for Proposal document, are for reference purposes only and may be treated accordingly. The Bidders are free to choose all the equipment and/ or item at their level while ensuring sustainability and curriculum requirements considering the Facility shall be operational during the Concession Period. All the equipment and items to be supplied or installed to keep the operational the facility, and solar system shall be new and unused. **The Bidder will be solely responsible for ensuring maintenance and operation for all the supplied or installed equipment and items at the Facility during the Concession Period, as applicable.**

ANNEXURE 16 – SPECIFICATIONS FOR SURVEILLANCE SYSTEM

Following is the minimum breakup for installing and commissioning a surveillance system to record and capture the events 24/7-365 Days in the Facility (entrance gates, exit gates, or other common corridors). However, based on the Bidders' visits & surveys, they can propose a better solution.

Sr.	DESCRIPTION	QTY
1	<p>Supplying, Installing, and Commissioning Surveillance System</p> <p>SPECIFICATIONS:</p> <p>a. General/ System</p> <ul style="list-style-type: none"> • IP surveillance cameras with ultrahigh definition (5.0 megapixels or higher) and day & night vision; • Digital video recorder (5.0 megapixels or higher) with eight (8) channels; • Hard disk storage capacity with one (1) terabyte (Seagate or equivalent), remote storage/ control room; • 12 volts DC – 10Amp power supply; • Copper wire & BNC Connectors with waterproof box; • Remote access facility; • System application for remote access; and • Power supply system. <p>b. NETWORK & INTERNET CONNECTIVITY:</p> <ul style="list-style-type: none"> • Internet connectivity (Wi-fi/ Dial-up/ DSL/ Cable). <p>c. INSTALLATION & SUPPORT:</p> <ul style="list-style-type: none"> • Complete installation with services and support package. 	<p>8 Cameras</p> <hr/> <p><i>Refer to the ANNEX VIII (DETAILS OF Facility)</i></p>

Note: The Bidder will be solely responsible for ensuring the maintenance and operation of the system, including equipment and articles or ancillary items supplied or installed at all the Facility during the Concession Period, as applicable.

ANNEXURE 17 – SCOPE OF WORK

Is attached in separate file

ANNEXURE 18 – FACILITY PICTURES

Location:

The Sindh Government Hospital is situated in New Karachi, Sector 5-D near Lal Market. The location can be found using the following Google Maps pin:

<https://goo.gl/maps/n7sU7o9uEmvScUQ86>

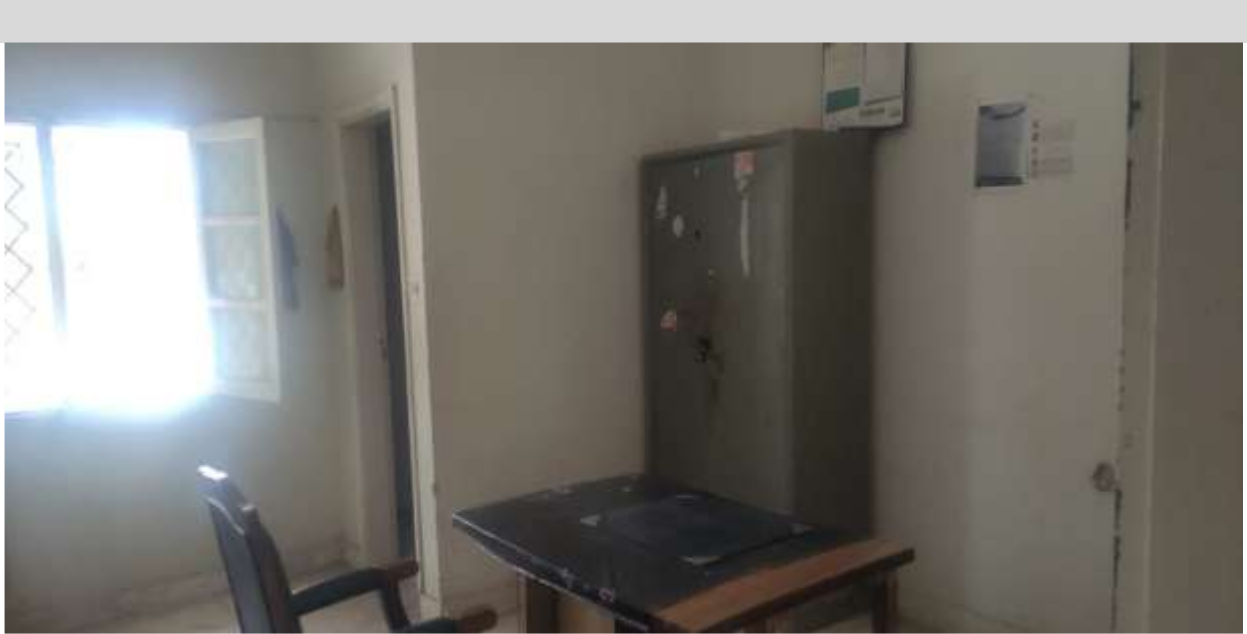
The hospital's address is as follows:

Address: Sindh Government Hospital, Sector 5-D, Lal Market, New Karachi











Annexure 7 Key Progress Indicators

1. Management & Organization: Planning, Implementation & Evaluation

S. No.	Key Progress Indicators (KPIs)	Facility Management Plan - 10 Marks				
1	Description	Implementation of an all-inclusive management model comprised of planning, designing, budgeting, implementation framework, managing resources, evaluation, reporting and feedback to meet KPIs.				
	Measurement/ Criteria	Action Plan	Frequency	Observation Memo	Marks	
	1	Annual Management Plan of the Facility		For the first year of the contract period, within 30 days from the issuance of the IPP Period Notification.	The Operator shall develop and/or update Annual Management Plan of the facility. The same shall be reviewed and approved by the Independent Expert	1.5
				For year two (2) onwards, one month prior to commencement of financial year.		1.5
				Annual Management Plan shall be developed/updated on annual basis		1.5
	2	Implementation Framework**		During the course of financial year, as per schedule indicated in the Annual Management Plan of the facilities,	Evidence of completion of all tasks/activities referred to in the Annual Management Plan, and may include field reports, activity completion reports, photographs (ideally with timestamps and others)	2
				Updated on completion of activities completed to be provided in the Operators half yearly progress report.	Implementation framework is implemented bi-annually during a financial year	2
3	Development of HMIS and functioning of the HMIS***		Development within the 30 days of issuance of the IPP Period Notification., thereafter, reporting of functioning on monthly basis	Reporting of functioning on monthly basis	1.5	

<p>Notes / Guidelines:</p>	<p>*Annual Management Plan: An all-inclusive Annual Management Plan for the Facility, encompassing all interventions and duties mentioned in the SoW i.e., for management of treatments, operation and maintenance including infrastructure, furniture & fixture, medical equipment(s) and comprehensive security plan for the Facility, Patient Care Policies, Patients' Treatment Plan and also including the interventions articulated by the Successful Bidder in its Technical Bid for the Facility.</p> <p>**Implementation Framework: A framework for day-to-day Operations and Management Procedures, SOPs, e.g., Infrastructure, Furniture and Fixture, Safety and Security Equipment Management, Hiring / Firing / Training Methodology, Patient Progress Monitoring Methodology, Patient Assessment System, Skills Development etc., implementation framework time line is mandatory.</p> <p>***Hospital Management Information System: Hospital Management information system including but not limited to Maintenance of Patient Records e.g. Patient, Admissions, Discharge, Reports, Treatment Details. Personnel Records e.g. Personnel Attendance, Transfers, Hiring, and Promotions Job descriptions etc. Inventory e.g. Desk, Chairs, Cupboards, Furniture & Fixture, Medical / Safety & Security Equipment e.g. Electrical Equipment (Audio Visual Aids, Computer Hardware/Software etc.</p> <p>Fields of HMIS may be illustrative as Facility-wise</p> <ul style="list-style-type: none"> ✓ Patient Appointment Management ✓ Patient Management ✓ Insurance Management ✓ Facility Management ✓ Laboratory Management ✓ Human Resources Management ✓ Report Management ✓ Supply Management ✓ Support Management
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2. Facilities Management: Environment, Human Resources & Record Management:

S. No.	Key Progress Indicators (KPIs)	Facility Repair and Maintenance - 10 Marks			
2	Description	Ensure that Facility have i.e., water, sanitation, furniture & fixture and electronic equipment, material and medical equipment, infrastructures' safety / security equipment, for Facility and all-inclusive functional and safe. Ensure that all facilities have designed and Implemented Hygiene and Nutrition Plan.			
	Measurement / Criteria	Action Plan	Frequency	Observation Memo	Marks
	1	1-a) Development of Repair and Maintenance Plan - Plan for all the Facility including infrastructure, medical / safety, security equipment, furniture and fixtures.	Repair and Maintenance Plan of Facility within 30 days of the issuance of the IPP Period Notification, for year two (2) onwards, one month prior to commencement of Financial Year and shall be verified by Independent Experts.	The Independent Expert shall verify the Development of Repair and Maintenance Plan on annual basis.	2
	1	1-b) Execution of Repair and Maintenance Plan for all the Facility including infrastructure, medical / safety / security equipment, furniture and fixtures.	During the course of financial year, after development of Action Plan.	The Independent Expert shall verify the execution of Repair and Maintenance Plan. During the course of the financial year, on monthly basis, based on field visit.	1
1	1-c) Ensure appropriate staff to maintain the Facility including infrastructure, medical / safety / security equipment, furniture and fixtures, Development of HMIS and functioning of the HMIS	During the course of financial year.	The Independent Expert shall verify the staff of the Facility are working as [er the JDs required for functioning of the Facility.	1	

	2	Sanitary Environment Plan	Sanitary Environment Plan of Facility within 30 days of the issuance of IPP Period Notification.	The Independent Expert shall verify the execution of Sanitary Environment Plan, during the course of the financial year, on monthly basis, based on field visit.	1
	3	Disaster Management Plan	Disaster Management Plan of Facility within 30 days of the IPP Period Notification.	The Independent Expert shall verify the execution of Plan, during the course of the financial year, on semi-annual basis, based on field visit. The disaster plan should be updated after every two years, during the concession period.	1
	4	Health, Hygiene Practices and Food Plan	Annual submission of plan within 30 days after submission of Annual Management Plan.	The Independent Expert shall verify the execution of Health, Hygiene Plan and Food Plan during the course of the financial year, on monthly basis, based on field visit.	1
	6	Development of JDs for all staff	For the first year of the contract period, within 60 days of expected Issuance of IPP Period Notification. Thereafter, annually it will be reviewed and adjusted for any amendments, if required.	JD documents indicating role, pre-requisites (academic and professional), and prior experience of the incumbent shall be submitted to Independent Expert.	1
	7	Biometric attendance of staff	Recording / monitoring of staff attendance, during the course of remaining financial years of the contract.	Reporting monthly attendance for all staff to be provided in the Operator's Quarterly Progress Reports includes raw database of biometric staff attendance for the Facility, monthly staff attendance percentages, narrative on any reasons/justifications e.g., in case of low staff attendance, narrative on any challenges faced in maintaining or increasing staff attendance and on any change in process of recording daily staff attendance.	1

	8	Plan for Maintenance / Protection / Retention / Preservation of Record / Information	Plan for Maintenance / Protection / Retention / Preservation of Record / Information of Facility and patients, within 30 days of the issuance of the IPP Period Notification.	The Independent Expert shall verify the execution of Plan for Maintenance / Protection / Retention / Preservation of Record / Information of Facility and patients, during the course of the financial year, on monthly basis, based on field visit.	1
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Notes / Guidelines:	<p>*Repair and Maintenance Operator shall be responsible to ensure that all facility, i.e., furniture, fixture, material, equipment, structure and infrastructure, water, sanitation, etc. of the Facility are maintained in satisfactory and running condition to establish a safe and Patient-friendly environment in the Facility. The repair and maintenance tasks should be completed in a reasonable time.</p> <p>**Sanitary Environment Plan: To maintain a sanitary environment the facility must establish written policies and procedures, consistent with current practices in the field, to control, prevent, monitor, identify & investigate infection in the facility and to possible causes of infections, and proper biomedical waste disposal.</p> <p>***Disaster Management plan The facility must have written policies and procedures that specifically define the handling of patients, personnel, records, and the public during disasters which must be developed and maintained with assistance of qualified fire, safety, and other appropriate experts.</p> <p>****Development of JDs for staff It is understood that the Operator may update JDs as and when required, and intimate the IE (via email also) thereafter.</p> <p>Staff and their Responsibilities during treatment of patient:</p> <ul style="list-style-type: none"> ➤ Punitive, humiliating or degrading interventions (such as beatings, chaining, withholding of treatment and food, etc.) should never be used. A strict code of ethics for staff should apply. ➤ Selected and properly trained peers can work in treatment services, providing specific interventions aimed at helping identify patients, engage them and keeping them in treatment. ➤ Staff of treatment services should receive proper training in the delivery of treatment in full compliance with ethical standards and human rights principles, and show respectful, non-stigmatizing and non-discriminatory attitudes towards service users. ➤ Staff working in specialized services for drug use disorders should be adequately qualified, and receive on-going evidence-based training, certification, support and clinical supervision. ➤ Ethical standards of care in treatment services should apply to all populations with special treatment and care needs, without discrimination.
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- Service procedures should require staff to adequately inform patients of treatment processes and procedures, including their right to withdraw from treatment at any time.
- Primary health care professionals should be trained in the identification of drug use, as well as the diagnosis and management of drug use disorders and related health conditions.
- The treatment of drug use disorders in primary health care should be supported by specialized services with the required skills and competences, particularly for the treatment of severe cases and patients with comorbid psychiatric and physical health conditions.
- Any research conducted in treatment services involving patients should be subject to the review of human research ethical committees. Ethical committees are encouraged to consider the opinions of people who have experienced drug use and drug treatment and are recovering from drug use disorders. The participation of patients in the research should be strictly voluntary, with informed written consent obtained in all cases.

*******Biometric attendance of staff**

The Operator is required to ensure biometric attendance of all staff employed at the Facility (i.e., government-appointed, as well as Operator-appointed). The Operator shall also develop a comprehensive policy for leaves, so that these may be marked accordingly and appropriately in the staff attendance registers/biometric machines. The IE will be verifying staff attendance through its standard M&E protocols (including unannounced visits, cross-checking of staff attendance records against actual attendance, etc.)

******Health and Hygiene Practices:**

Health and Hygiene (H&H) support activities should be part of the Facility Management Plan. Staff should be implementing improved H&H practices. Periodic screening of staff will be conducted annually to assess student health and to design H&H plan for the next year.

Health and Hygiene Practices & Food Plan / Activities / Facilities:

Implementation of H&H practices and Food Plan in the facility, with proper cleanliness in Non- Residential and Residential area, corridors, other areas and wherever movement of patients and staff takes place within the premises. Organizing co-curricular activities to inculcate good behavior, hygiene, manners, discipline and personality.

*******Plan for Maintenance / Protection / Retention / Preservation of Record**

- 1) The facility must have plan to maintain records, which must be completely, promptly, systematically organized to facilitate retrieval and compilation of information, according to accepted professional standards of practice and readily available to staff and Independent Expert.
- 2) The facility must safeguard clinical record information against loss, destruction, or unauthorized use and must have procedures that govern the use and removal of records and the conditions for release of information.
- 3) The facility must obtain the patient's written consent before releasing information not required by law.
- 4) The facility must retain clinical record information for 5 years after patient discharge and must make provision for the maintenance of such records in the event that it is no longer able to treat patients.

3. Community Engagement for Prevention / Awareness and Placement after Recovery

S. No.	Key Progress Indicators (KPIs)	Community Engagement for Prevention / Awareness and Placement after Recovery - 23 Marks			
	Description	Community Outreach Services to increase awareness on mental health wellbeing of drug addicts & community referral for the treatment of addiction amongst affectees. The Operator shall promote treatment for drug use disorders through effective co-ordination between the criminal system and health social sector. Operator shall be also be responsible to provide comprehensive strategy for prevention and awareness program, reintegration in the society, community / NGOs engagements (to identify skill-based jobs for patients after recovery). Healthy / recreational, leisure, religion, sports activities.			
3	Measurement/ Criteria	Action Plan	Frequency	Observation Memo	Marks
	1	Plan for meetings / engagement for prevention	Within 30 days of the issuance of the IPP Period Notification. For year two (2) onwards, 30 days prior to commencement of Financial Year and same shall be approved by Independent Experts.	The Operator shall update Independent Experts on plan for meetings / engagement for prevention and conducting of activities mentioned therein during the six months to be provided in the Operator's quarterly progress reports. Evidence for completion of all tasks/activities referred to in the plan, and may include field reports, activity completion reports, photographs (ideally with timestamps) and others. The independent experts shall verify the execution of plan for meetings / engagement for prevention. during the course of the financial year on quarterly basis.	3

2	Development and implementation of Detailed Awareness Plan	First plan shall be submitted along with the Annual Management Plan, thereafter three (3) months prior to commencement of every upcoming Financial Year.	The Operator shall update IE on marketing plan and conducting of activities mentioned therein during the semester to be provided in the Operator's Quarterly Progress Reports. Evidence for completion of all tasks/activities referred to in the Plan, and may include field reports, activity completion reports, photographs (ideally with timestamps) and others. The Independent Expert shall verify the execution of Plan for Meetings / Engagement for Prevention, during the course of the Financial Year, on Quarterly basis.	2
3	Development and dissemination of facilities prospectus	Within 30 days of the IPP Period Notification, thereafter 90 days prior to commencement of the upcoming Financial Year.	Deliverables to be completed by the Operator includes student prospectus (in hard and/or soft copies), disseminated via offline and online channels.	1
4	Development and Implementation of Employment Plan for Patients	Within 30 days of the issuance of the IPP Period Notification and shall be rolled over annually during the concession period.	Deliverables to be completed by the Operator includes Employment Plan for Pat document. The Operator shall update on implementation of Employment Plan and conducting of activities mentioned therein during the period to be provided in the Operator's Quarterly Progress Reports to the IE.	1
5	Development and Implementation Plan for Strengthening Facility Linkages for Employment Programs for Patients.	Within six (06) months after the Issuance of IPP Period Notification. From year two (02) onwards as per annual management plan and during the course of the Financial Year.	The Operator shall submit strengthening Facility Linkages plan document to the Independent Expert. The Operator shall update on implementation of Strengthening Facility Linkages for Employment Programs for patients and conducting of activities mentioned therein during the period to be provided in the Operator's Quarterly Progress Reports to the IE.	2
6	Development and Implementation of Quality Enhancement (QE) Plan	Within 30 days of the issuance of the IPP Period Notification, and thereafter during the start of financial year of the concession period	The Operator shall submit QE plan for the Facility to the IE and the Operator shall update on the implementation in the Operator's Quarterly Progress Reports to the IE.	1

7	Awareness sessions in communities' school and colleges on mental health & wellbeing	Monthly one (1) session shall be conducted	70% Participants will verbalize the effectiveness of the session	3
8	Community counselling on mental health promotion and addiction prevention	At least two (02) counselling sessions per quarter shall be conducted in collaboration with different hospitals and practitioners	60% of the clinic attendees will continue the services for the required period of therapy.	3
9	Field Visits to identify and motivate adults and young children and their parents for the treatment of SUD	At least two (02) visits per week to approach families/individuals for the treatment & rehabilitation of SUD for improved mental and physical health to further strengthen the project	50 (including adults and children) admissions during each financial year.	4
10	Facebook live sessions on diverse topics for children mental health	Weekly live session on Facebook	6000 viewers will be reached	3

4. Community Engagement for Prevention / Awareness and Placement after Recovery

S. No.	Key Progress Indicators (KPIs)	Patients' Treatment Plan/Policy/Research Activities – 4 Marks			
4	Description	Treatment services and interventions must be based on scientific evidence and match the specifications of individual patients at a particular phase or severity of their disorder should be gender-sensitive. Operator shall be responsible to maintain and implement approved Detail Plan of Essential Treatment / Services, Patient care Policy, Patients' Treatment Plan. Operator shall be responsible to follow the standard / appropriate sequence of procedure during each phase of treatment i.e., Assessment, Detoxification and Rehabilitation.			
	Measurement/ Criteria	Action Plan	Frequency	Observation Memo	Marks
	1	Detail plan of essential treatment services, available in the facility	Within 30 days of issuance of the IPP Period Notification.	The Independent Expert shall verify the execution details plan of essential treatment services of during the course of the Financial Year, on Quarterly basis, based on field visit.	2
	2	Patient Care Policy	Within 30 days of issuance of the IPP Period Notification.and shall be verified by Independent Expert.	The Independent Expert shall verify the execution of Patients' Care Policy, during the course of the Financial Year, on monthly basis, based on field visit.	1
3	Patients' Treatment Plan	Submission of a plan along with the Annual Management Plan, thereafter reporting on Quarterly basis.	The Independent Expert shall verify the execution of Patients' Treatment Plan, during the course of the Financial Year, on monthly basis, based on field visit.	1	

**Notes /
Guidelines:**

***Details plan of Essential Treatment / Services:**

The services include: community-based outreach; services in non-specialized settings; inpatient and outpatient treatment; medical and psychosocial treatment (including the treatment of alcohol and other substance use disorders as well as other psychiatric or physical health comorbidities); long-term residential or community-based treatment or rehabilitation; and recovery-support services.

Essential Treatment services include: outreach services; screening and brief psychosocial interventions; diagnostic assessment; out-patient psychosocial and pharmacological treatment; the management of drug-induced acute clinical conditions (such as overdose, withdrawal syndrome); inpatient services for the management of severe withdrawal and drug-induced psychoses; long-term residential services; the treatment of comorbid substance use and psychiatric and physical disorders; and recovery management services delivered by trained clinicians.

***Patient Care Policy:**

The Patient Care Policy, a written description of personnel tasks during medical emergencies and specific responsibilities, where assigned, the types of drugs and biological usually kept on the premises, their use, their manner of storage, who has access to these materials and a procedure for periodic review to determine the expiration date of the drugs and biological, criteria about patient admission, continuing care. The patient care policies must include the following:

1. A description of the services the facility furnishes through employees and those furnished under arrangements;
2. Rules for and personnel responsibilities in handling medical emergencies;
3. Rules for the storage, handling, and administration of drugs and biological;
4. Criteria for patient admission, continuing care, and discharge;
5. A procedure for explaining to the patient's family the extent and purpose of the services to be provided;
6. A procedure to assist the referring physician in locating another level of care for patients whose treatment has terminated and who are discharged;
7. A requirement that patients accepted by the facility must be under the care of a physician;
8. A requirement that there be a plan of care established by a physician for each patient;
9. Timing of Facility for Patient, visitor and family/ relatives of patients.
10. A procedure to ensure that the group of professional personnel reviews and takes appropriate action on recommendations from the utilization review committee regarding patient care policies.

****Patient****Treatment****Plan:**

Delineate anticipated goals and specify the type, amount, frequency and duration of services to be provided and indicates the diagnosis and anticipated rehabilitation goals.

1. It must be promptly evaluated after changes in the patient's condition and revised when necessary.
2. It must, if appropriate, be developed in consultation with the facility physician and the appropriate facility professional personnel.
3. It must be reviewed at least after every 60 days (the 60-day period begins with the first day of skilled rehabilitation therapy) by a facility physician who, when appropriate, consults with the professional personnel providing services.
4. It must be revised if the comprehensive reassessment of the patient's condition indicates the need for revision.
5. The time, date, referring physician's name, if any, source and contents of the verbal order must be documented and signed by the person receiving the order, and countersigned by the referring physician as soon as possible.
6. Detail of necessary tests (including blood test, HIV/AIDS, hepatitis A/ B/ C, tuberculosis, and other infectious diseases, COVID-etc.) at the time of treatment / admission.
7. After treatment has begun, any change in the plan of treatment should be supported in the patient's clinical record by dated documentation signed by either the facility physician. Any change in the patient's condition must be accompanied by a revised plan of treatment.
8. Actual Lengths of Patient stay at hospital
9. Their Sources, Age and gender etc.
10. Patient Profile / IDs / data in integrated management information System.
11. Average No. of days required to recover.
12. Results of each phase of treatment i.e. Assessment, Detoxification and Rehabilitation.
13. The patients should grant informed consent before treatment begins and have an option to withdraw from treatment at any time, except for patients brought through legal/criminal system.
14. All the inpatient and outpatients shall be provided detailed therapies or other techniques of treatments, as deemed necessary

5. Rehabilitation of Patients/Treatment

S. No.	Key Progress Indicators (KPIs)	Rehabilitation of Patients/Treatment – 28 Marks			
5	Description	To improve the mental health of patients undergoing rehabilitation at the Facility Center			
	Measurement/ Criteria	Action Plan	Frequency	Observation Memo	Marks
	1	One to One therapy; Art therapy	Weekly sessions to be held for both therapies	70% of the patients should demonstrate improvement.	3
	2	Sports and recreational activities	Weekly session of 90 minutes each indoor activities	Ability to demonstrate anger management and it will be measured by the psychologist and all shift staff in different shifts through and the same shall be verified by IE on quarterly basis.	2
	3	National & International events commemoration	As required e.g. Independence Day on 14th August	IE to review through field visits and minimum three events shall be conducted in each financial year.	2
	4	Preparation of case histories of patients	Shall be prepared for every admitted addict and the same shall reviewed on monthly basis by Independent Experts	Review of case histories of admitted addicts to analyze their psychological, social and emotional circumstances which will be helpful in their treatment and rehabilitation by an Independent Experts	4
	5	Detoxification of admitted drug addicts.	To be reviewed on monthly basis by an Independent Expert	70% of the patients should demonstrate improvement and ability to perform self-care including personal & environmental hygiene, grooming and nutrition. IE to review and verify on quarterly basis	7
	6	Rehabilitation of admitted drug addicts			6
	7	Development/Implementation of outpatient treatment			4

**Notes /
Guidelines:**

General Guidelines for Rehabilitation/Treatment of Patients:

1. Medical Procedure

Primary care Units

Primary care is the first point of treatment for the patients with SUDs. It is the blend of detoxification and the rehabilitation in a contained environment. The duration of primary care is up to 90 days (three months). The patient during this period is not allowed to go outside the unit. Hence, they are completely in abstinence from the substance of use and the triggering environment.

A. Medical Procedures

- a) Patient admitted must be seen by the medical officer on day of admission or the next day.
- b) Medical/psychiatric/ psychological assessment and management during withdrawal period is highly required for symptomatic withdrawal management.
- c) Patient should also be seen by psychiatrist for addiction management plan and rule out and manage co-occurring psychiatric issues (if any).
- d) No one is allowed to administer medication without the doctor's/psychiatrist written orders.
- e) In the absence of medical officer/psychiatrist, the nurse on duty should contact medical officer/psychiatrist and explain patient's condition, possibly teleconsultation and get the advice and write it on patient file. Once the medical officer/psychiatrist is on site the orders should be written and signed on patient's file.
- f) All new admission must be kept in withdrawal room for initial 10-15 days, until the clearance is given by medical officer and the assigned psychologist.
- g) The medical officer/psychiatrist/nurses must use the proven tools and method for appropriate patient management especially during withdrawal period.
- h) During the withdrawal period patient's condition, must be monitored on prescribed tools to assess the severity and determine the drug dosages.
- i) Post withdrawal patient should be continually monitored to address any unforeseen event.
- j) The nurses also must record patient's condition/shift as observed or verbalized by patient

2. In-House Facilities for patients

Facilities during the patient stay in primary or secondary units.

- a) All residential facilities should be provided to all patients
- b) Patient is not allowed to consume soft drink (Sting, Pepsi, Coco cola), beetle nuts fennel seeds and chewing gum.
- c) Medical facilities must be provided in case of the need.
- d) In case of medical/psychiatric emergencies patient will be referred to nearest/most appropriate health facility for the treatment.
- e) Immediate family should be informed of the same and will be asked to take over the patient care while in hospital.

Facilitation during patient stay in Secondary Unit:

- a) Employment: Patient who is a government servant can resume the job after one month of stay in secondary care unit. Others may resume the job after the third month of the stay; however, this may vary case based.
- b) The patient is expected to be in abstinence from the drugs; hence the suspect will undergo the drug test.
- c) The patient with the positive drug test result will be sent back to primary unit for two week or will be asked to leave (ATL).
- d) After ATL, the patient will not be allowed for re-admission until after three months.

Recreation and Socialization

- a) Indoor games and television facilities are provided in all primary and secondary units.
- b) Outdoor facilities are only provided in secondary unit including visiting families, going to picnic or park etc.
- c) Male patients can go out one hour daily in secondary units, they must go in groups, no one is allowed to go out alone.
- d) Female and children can also go out for one hour daily, however, they must be accompanied with duty staff.
- e) Any family members who is a drug addict will not be allowed to visit the patient.
- f) During family visit, patient is not allowed to be connected with other people on phone.
- g) No formal activities will be scheduled during the Eid days; hence patients will be allowed to watch TV (movies only downloaded by the staff) or play indoor games under staff supervision.
- h) In secondary unit patient, can visit homes after 45 days of stay and stay for 24 hours, after 90-day patient can spend 48 hours at home.

NB: Please note that patient and the family will be signing the contract agreeing on the treatment protocol, the services provided, the role of family in treatment, permission for any special procedures and activities at the facility. All the above will also be communicated to the patient and the family at the time of admission and written permission will be obtained from

family member/accompanying member for outdoor activities.

3. Post Primary Care

A. Medical Procedures

- a) Like in primary care, patients should be regularly monitored by medical team.
- b) Any unusual signs must be immediately reported to the medical officer and the counsellors for appropriate actions.

B. Post Primary Care Psychosocial therapy

- a) Psychologist will offer weekly therapeutic sessions for the duration of 12 weeks, followed by fortnightly sessions for the rest of the period during the patients stay in halfway house.
- b) After 12 weeks, the session's frequency will also be subjected to the patient's recovery goals.
- c) The psychologist will assist patient to develop insight to resolve emotional issues, triggers identification, craving management, maintaining positive social connections, conflicts resolution, and handling self-esteem related issues.
- c) Hence during the secondary care, the psychologist will continue working on RPP with the patient on following aspects of recovery:
- d) Psychologists will also be responsible for psycho education and therapeutic groups including psycho-education, art and crafts, community meetings, process group and RPP.
- e) Psychologists will also conduct family sessions/lectures and process groups to help family develop insight into the addiction as a disease, and understand their role in caring for the loved ones suffering from addiction.
- f) At the time of discharge a goodbye group session will be held for feedback to the patient and the family and re-emphasize the importance of staying in recovery.
- g) Psychologists must maintain the records of weekly goals and all the above group/one-one session proceedings.
- h) Psychologists **MUST REPORT** to the administration, medical team and the family about suicidal ideation, suicidal attempt, self-harm or any other significant behavior/incidence during the assessment or any stage of treatment.

6. Aftercare and Follow Up Services

S. No.	Key Progress Indicators (KPIs)	Aftercare and follow up services – 25 Marks			
6	Description	To continue the rehabilitation process within the community after discharge from the Rehabilitation Facility. The aftercare and follow-up program should facilitate the client's reintegration to the community and to prevent relapse into drug dependency.			
	Measurement/ Criteria	Action Plan	Frequency	Observation Memo	Marks
	1	Vocational training in at least six different skills to detoxified (in case of adults)	The training shall begin in every quarter and the duration of each training provided should not be less than three (03) months. More emphasis shall be made on vocational skills training and social reintegration of treated patients.	Vocational skills trainings should be provided according to their needs and interests and the same shall be reviewed by an Independent Expert with 10% increase in improvement on yearly basis effective second year from the start of training sessions. Further, Independent Expert shall evaluate/assess progress on participants' skill development and readiness for employment through structured assessments on completion of every training course and to monitor behavioral changes and adherence to treatment plans as indicators of potential employability.	5
	2	Job placement in different government, semi government, private, organizations and self-employment of the treated persons	Implement regular job placement programs, ideally on a monthly basis, to ensure ongoing support for individuals in recovery.	Independent Experts to assess participants' commitment to ongoing recovery, as it can impact job retention with 10% increase in improvement on yearly basis.	4
3	Enrolment of children in a local school or non-formal education (in case of children)	Implement regular education enrollment programs, ideally on a monthly basis, to ensure ongoing support for children in recovery.	Independent Experts to assess participants' commitment to ongoing recovery, as it can impact enrollment/retention ratio. The enrollment in formal or non-formal education shall register an increase of 10% on yearly basis.	4	

	4	Individual, Family and Group Counselling	Sober events to be held weekly or monthly	The Independent Expert shall evaluate the outcome information and that also will help assess the effectiveness of the program and modify it suitably. Such evaluation will also identify staff training needs and the direction the program must take	4
	5	Creation of an Alumni Programs			4
	6	Follow up services for rehabilitated persons to reduce chances of relapse.	At least on a fortnightly basis, - A telephone hotline to call for support. - In-person or telephone check-ins. - Online support through email, message boards, and social media.		4

ANNEXURE 17

SCOPE OF WORK GOVERNMENT HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI

50 BEDDED REHABILITATION CENTER

The bidder or if the bidder is a consortium / is required to as per the timelines of the Concession Agreement:

1. To establish and maintain acceptable standards for operation of Drug Treatment and Rehabilitation center.
2. To keep the facility operational 24 hours a day during the concession term.
3. To improve the health and quality of the life of people with drug use disorders, and to help individuals achieve recovery to the extent possible.
4. To ensure efficient and effective delivery of drug treatment and rehabilitation services to:
 - Stop or reduce drug use;
 - Improve health, well-being and social functioning of the affected individual; &
 - Prevent future harms by decreasing the risk of complications and relapse.

The underlying scope of work is as follows:

- A. Installation Phase/ IPP Period
- B. Operating and Maintenance Phase

A. Installation Phase:

➤ Refurbishment / Renovation of existing facility (where required) During the IPP Period

1. **Safety Upgrades:** Prioritize safety upgrades to address any structural deficiencies, electrical hazards, fire safety concerns, or accessibility issues within the facility. This may include installing smoke detectors, fire extinguishers, emergency lighting, handrails, ramps, and other features to enhance safety for residents and staff.
2. **Environmental Modifications:** Evaluate the indoor environment for factors that may impact residents' health and well-being, such as ventilation, air quality, natural light, and noise levels. Consider making modifications to improve indoor air circulation, reduce exposure to environmental toxins, enhance natural lighting, and minimize disturbances to support a therapeutic atmosphere.
3. **Space Utilization:** Assess the layout and functionality of existing spaces within the facility to optimize space utilization and accommodate the diverse needs of residents and staff. This may involve reconfiguring rooms, creating multipurpose areas for group activities and therapy sessions, and enhancing privacy and confidentiality in living quarters and treatment areas.
4. **Aesthetic Enhancements:** Incorporate aesthetic enhancements to create a welcoming and aesthetically pleasing environment that promotes a sense of comfort, dignity, and well-being for residents. This may include interior design updates, paint refreshments,

artwork displays, landscaping improvements, and the creation of outdoor recreational areas for relaxation and leisure activities.

➤ **Installation of Furniture and Fixture / Medical Equipment / Safety and Security**

1. Furniture and Fixtures:

- a. Choose furniture that is durable, comfortable, and easy to clean to withstand the demands of a healthcare environment.
- b. Select furnishings that promote safety and minimize the risk of injury, such as rounded edges, non-slip surfaces, and sturdy construction.

2. Medical Equipment:

- a. Equip the Drug Rehabilitation Center with essential medical equipment necessary for providing quality healthcare services, including diagnostic tools, treatment modalities, and monitoring devices such as X-Ray machines, Blood test equipment and ECG machines and any other machines as deemed appropriate by the bidder/operators
- b. Implement regular maintenance schedules and quality assurance protocols to ensure the reliability, functionality, and safety of medical equipment throughout its lifespan.

3. Safety Measures:

- a. Implement comprehensive safety protocols and procedures to mitigate potential risks and hazards within the Drug Rehabilitation Center, including measures to prevent falls, accidents, and emergencies.
- b. Install appropriate safety features such as handrails, grab bars, non-slip flooring, and emergency call systems in resident rooms, bathrooms, and common areas to enhance safety and accessibility.
- c. Conduct regular safety inspections and risk assessments to identify and address potential safety concerns, such as fire hazards, electrical issues, and environmental hazards, in a timely manner.

4. Security Measures:

- a. Implement robust security measures to safeguard the well-being and confidentiality of residents, staff, and visitors within the Drug Rehabilitation Center.
- b. Control access to the facility through secure entry points, visitor registration processes, and electronic access systems to prevent unauthorized entry and ensure a safe and secure environment.
- c. Implement surveillance systems and security alarms to monitor activity within the facility and deter potential security threats, vandalism, or theft.

➤ **Staffing**

1. Nursing Staff:

- a. Hire registered nurses (RNs) to provide clinical care, medication administration, health assessments, and coordination of care for residents undergoing addiction recovery.
- b. Consider employing licensed practical nurses (LPNs) or licensed vocational nurses (LVNs) to assist RNs with patient care tasks, such as administering medications, wound care, and monitoring vital signs.
- c. Ensure adequate staffing levels across all shifts to provide 24/7 nursing coverage and address the medical needs of residents, including during evenings, nights, weekends, and holidays.

2. Hiring of Key Staff:

- a. Hire medical doctors and psychiatrists specializing in addiction medicine to provide clinical care, medication management, psychiatric assessments, and treatment planning for residents undergoing addiction recovery.
- b. Ensure they oversee the health assessments and coordinate the care plan for each resident, integrating medical and psychiatric care as needed.
- c. Employment of psychologists to provide therapy and counseling services, complementing the medical and psychiatric treatment provided by the doctors and psychiatrists.
- d. Additionally, consider hiring a project director to oversee the overall operations of the facility, ensuring smooth functioning and adherence to regulatory standards.
- e. Employ an accounts/compliance manager to handle financial matters, budgeting, and ensure compliance with legal and regulatory requirements.

3. Non-Nursing Staff:

- a. Employ security guards to ensure the safety and security of residents, staff, and visitors within the Drug Rehabilitation Center.
- b. Hire janitorial staff to maintain cleanliness, hygiene, and sanitation standards within the Drug Rehabilitation Center.
- c. Ensure adequate staffing levels to ensure safety, security, cleanliness, and operational efficiency, contributing to the overall well-being and success of residents in recovery.

4. Staffing Ratios and Workload Management:

- a. Determine appropriate staffing ratios and workload expectations for nursing and non-nursing staff based on resident acuity, census, care needs, and regulatory requirements.
- b. Monitor staffing levels regularly and adjust staffing patterns as needed to ensure that workload is distributed equitably and that staff have adequate time and resources to meet residents' needs effectively.

- c. Address staffing shortages or surpluses proactively through strategies such as cross-training, flexible scheduling, temporary staffing agencies, or staff reassignments to maintain optimal staffing levels and resident care quality.

➤ **Developing the facilities according to the applicable standards for rehabilitation Centre**

The bidder must ensure compliance with standard in order to create a conducive environment for recovery. This involves adhering to regulations and guidelines to develop facilities that prioritize the safety, well-being, and inclusivity of residents. Key considerations include accessibility, safety measures, and the provision of resources to support holistic healing and rehabilitation.

Operating and Maintenance Phase:

1. Operation & Maintenance of the Infrastructure and Installed Equipment(s)

- To ensure efficient and effective delivery of drug treatment and rehabilitation services, the premises and other environmental resources will need to meet the requirements of appropriate regulatory bodies. The accommodation provided in the program should be comfortable and should meet the needs of the residents keeping in view the right to privacy and confidentiality, dignity, respect and personal independence.
- During operation and maintenance phase, the Operator shall be required to maintain the Facility as per the best industry practices and as per the requirements to fulfill with an adequate DRC.
- Operator will be responsible to establish and maintain a **Repair and Maintenance Plan** i.e., Organizations' policies and procedures regarding overall maintenance of buildings, furniture & fixture, medical equipment, safety and security equipment etc.
- Operator will be responsible to established and maintained **Disaster Management plan**, which must be developed and maintained with assistance of qualified fire, safety, and other appropriate experts.
- Operator shall be responsible to maintain and implement **Health & Hygiene practices and Food Plan** in the facility, with proper cleanliness in Non- Residential and Residential area, corridors, other areas and wherever movement of patients and staff takes place within the premises.

2. Housekeeping / cleanliness as per applicable standards:

- The facility's staff at all times should be tidy and in clean uniforms.
- For Housekeeping, cleanliness of the complete facility, at all times and to identify, investigate, prevent, and control the cause of patient infections, the facility must have written **Sanitary Environment Plan** which must have details about catering facilities (provided to the users, which must be hygienic, healthy and to be provided in disposable crockeries), procedure for efficient biomedical waste disposal of the facility(s), procedure for disinfection, fumigation and paste control / anti-bacterial services, laundry services.

3. HR Management / Records, Reporting, Accounts and Audits:

The Operator shall be responsible to maintain detail record of staff:

- All professionals and non-professional staff with their proven credentials / Special licensing conditions associated with the service, if any, for the period of concession.
- Written Rules and Regulation, according to applicable International HR Management Standards, must be available and should be followed in the Facility.
- All records and reports to be uploaded on SOURCE Platform and the same shall be updated regularly.
- Written **Responsibility of staff** ¹ including but not limited to the following:

Experts / Psychiatrist/ Psychologist / psychotherapist Social workers / Occupational therapist /councilor / Physician/ dietitian / General and psychiatric nurse / other support staff / volunteer patients working in hospital.

The Operator shall be responsible to deliver, implement and maintain detail record of:

- Prevention Activities with No. of awareness program conducted on hotspot areas and awareness campaign through electronic / Print / social media/ Recreational activities inside and outside of premises.
- Community meetings for awareness and coordination on mental health promotion and addiction prevention spiritual, religious preaching, activities conducted.
- National & International events commemoration.
- Sports activities, mentoring session.
- Comprehensive insurance policies for damages to the facilities and O&M Works, Comprehensive Third-Party Liability.
- Maintain Stock register of medicine and other medical equipment etc.
- Facilitating the statutory and other audit process in respect of books of accounts and technical details as per the Management Contract. Ensure Bio-metric attendance of staff for recording / monitoring of staff attendance during the O&M Period.
- Keep paid up all utility bills at all times, keeping in view the efficient utilization of the utilities.
- Policies and procedures for staff recruitment and performance monitoring and should be clearly articulated and known to all.
- Service level agreement (if any)

The Operator shall be responsible to maintain complete details of patients:

- No. of Volunteer patients, listing (family).
- No. of Patients found on street / involved in Crime.
- No. of Vulnerable group
- Preparation of case histories of patients
- Maintain complete details of follow up, relapsed patient, recovered patient.
- Details Plan of Essential Treatment / Services, Patient Care Policy, Patients' Treatment Plan

- Patient record and data collection systems should be in line with international indicators and should be in place to ensure accountability and continuity of treatment and care, while respecting patient confidentiality.

4. Placement after Recovery and Follow Up Services

For reintegration in the society Operator shall be responsible:

- Identify skill-based jobs, on best effort basis, for reintegration of patients into the society.
- Vocational training in at least six different skills to detoxicated (in case of adults)
- Enrolment of children in a local school or non-formal education (in case of children)
- Coordination / cooperation through NGOs and other government departments for identifying suitable opportunities for the patients.
- Develop Self-help groups or mentors and provide them job opportunities within the facility or facilitate in placement.
 - Individual, Family and Group Counselling
 - Creation of an Alumni Programs
- Liaising with nearby law enforcement agency(s) and relevant medical hospital(s) as required on case to case basis.
 - Follow up services for rehabilitated persons to reduce chances of relapse.
 - Work plan for moral and inspiration of the employees of the DRC.

5. Prevention / Awareness / Research Work:

- Conduct proper survey to identify Hot Spots, most affected age group, potential drivers, etc. of drugs addiction in Karachi and to make a Comprehensive Strategy for awareness campaigns, at least once a quarter (3 months).
- Use Print, Social, Electronic Media or awareness programs.
- The Operator will be responsible to provide Detail Program at the start of each financial year. For Prevention and Awareness campaigns/programs to include, but not limited to, the following: -
 - Providing basic info about drug use and abuse (informative lectures)
 - Facebook live sessions on diverse topics for children mental health
 - Awareness sessions in communities' school and colleges on mental health & wellbeing
 - Field Visits to identify and motivate adults and young children and their parents for the treatment of SUD
 - Helping them to share the damage caused guiding them to develop short term and long-term goals (counseling)
 - Strengthening motivation by providing tips to stay sober (sharing by recovering patients) Inculcating values through narration of stories (story telling).
 - Manger will be responsible for running awareness campaigns through:

- Awareness Program at public place / educational institution and **HOTSPOT** areas etc.
- Healthy, recreational, leisure, religious, sports activities.
- Community engagement.
- Operator shall be responsible to put information on the availability and accessibility of essential treatment services within easy reach, using multiple sources including the Internet, printed materials and open access services.

6. Patient Treatment:

Treatment services and interventions must be based on scientific evidence, and match the specific needs of individual patients at a particular phase or severity of their disorder should be gender-sensitive. Operator shall be responsible to maintain and implement approved Detailed Plan of Essential Treatment / Services², Patient Care Policy³, Patients’ Treatment Plan⁴.

If the facility provides its own laboratory services, the services must meet the applicable requirements for laboratories. If the facility chooses to refer specimens for laboratory testing, the referral laboratory must be certified in the appropriate specialties and subspecialties of services in accordance with applicable standards.

Manger shall be responsible to follow the standard / appropriate sequence of procedure during each phase of treatment i.e. Assessment, Detoxification and Rehabilitation.

Assessment Phase	Detoxification Phase	Rehabilitation Phase
<ul style="list-style-type: none"> ➤ Use standard assessment / screening procedures according to the substance and model used. ➤ Conduct all necessary tests (including blood test, HIV/AIDS, hepatitis A/ B/ C, tuberculosis, and other infectious diseases, COVID-etc.) at the time of treatment / admission. ➤ Liaising with nearby law enforcement agency(s) and relevant medical hospital(s) as required on case-to-case basis. ➤ Identify and address additional physical or psychological Comorbidities. (If required). 	<ul style="list-style-type: none"> ➤ Appropriate level of treatment according to the substances and model, or any other method according to best practices in medical science (international best practices). ➤ Follow appropriate phases of detoxification i.e. evaluation, stabilization, and preparing entry into the detailed treatment process. 	<ul style="list-style-type: none"> ➤ Perform psychotherapy Occupational therapy, group therapy, on to one therapy, family therapy etc. ➤ Skill development (refine exiting skill, new skill set according to the need/ demand) in-house or outsourced. ➤ Spiritual or Religious preaching/ teaching/ plantation/ agro therapy. ➤ Activities like sports / music etc.

1) Staff and their Responsibilities during treatment of patient:

- Punitive, humiliating or degrading interventions (such as beatings, chaining, withholding of treatment and food, etc.) should never be used. A strict code of ethics for staff should apply.
- Selected and properly trained peers can work in treatment services, providing specific interventions aimed at helping identify patients, engage them and keeping them in treatment.
- Staff of treatment services should receive proper training in the delivery of treatment in full compliance with ethical standards and human rights principles, and show respectful, non-stigmatizing and non-discriminatory attitudes towards service users.
- Staff working in specialized services for drug use disorders should be adequately qualified, and receive on-going evidence-based training, certification, support and clinical supervision.
- Ethical standards of care in treatment services should apply to all populations with special treatment and care needs, without discrimination.
- Service procedures should require staff to adequately inform patients of treatment processes and procedures, including their right to withdraw from treatment at any time.
- Primary health care professionals should be trained in the identification of drug use, as well as the diagnosis and management of drug use disorders and related health conditions.
- The treatment of drug use disorders in primary health care should be supported by specialized services with the required skills and competences, particularly for the treatment of severe cases and patients with comorbid psychiatric and physical health conditions.
- Any research conducted in treatment services involving patients should be subject to the review of human research ethical committees. Ethical committees are encouraged to consider the opinions of people who have experienced drug use and drug treatment and are recovering from drug use disorders. The participation of patients in the research should be strictly voluntary, with informed written consent obtained in all cases.

2) Detailed plan of Essential Treatment / Services:

- The services include: community-based outreach; services in non-specialized settings; inpatient and outpatient treatment; medical and psychosocial treatment (including the treatment of alcohol and other substance use disorders as well as other psychiatric or physical health comorbidities); long-term residential or community-based treatment or rehabilitation; and recovery-support services.
- Essential treatment services include: outreach services; screening and brief psychosocial interventions; diagnostic assessment; out-patient psychosocial and pharmacological treatment; the management of drug-induced acute clinical conditions (such as overdose, withdrawal syndrome); inpatient services for the management of severe withdrawal and drug-induced psychoses; long-term residential services; the treatment of comorbid substance use and psychiatric and physical disorders; and recovery management services delivered by trained clinicians.

3) Patient Care Policy:

The Patient Care Policy, a written description of personnel tasks during medical emergencies and specific responsibilities, where assigned, the types of drugs and biological usually kept on

the premises, their use, their manner of storage, who has access to these materials and a procedure for periodic review to determine the expiration date of the drugs and biological, criteria about patient admission, continuing care. The patient care policies must ensure security and privacy of the patients and their families and must include the following:

- A description of the services the facility furnishes through employees and those furnished under arrangements;
- Rules for and personnel responsibilities in handling medical emergencies;
- Rules for the storage, handling, and administration of drugs and biological;
- Criteria for patient admission, continuing care, and discharge;
- A procedure for explaining to the patient's family the extent and purpose of the services to be provided;
- A procedure to assist the referring physician in locating another level of care for patients whose treatment has terminated and who are discharged;
- A requirement that patients accepted by the facility must be under the care of a physician;
- A requirement that there be a plan of care established by a physician for each patient;
- Timing of Facility for Patient, visitor and family/ relatives of patients.
- A procedure to ensure that the group of professional personnel reviews and takes appropriate action on recommendations from the utilization review committee regarding patient care policies.

4) Patient Treatment Plan

- Delineate anticipated goals and specify the type, amount, frequency and duration of services to be provided and indicates the diagnosis and anticipated rehabilitation goals.
- It must be promptly evaluated after changes in the patient's condition and revised when necessary.
- It must, if appropriate, be developed in consultation with the facility physician and the appropriate facility professional personnel.
- It must be reviewed at least after every 60 days (the 60-day period begins with the first day of skilled rehabilitation therapy) by a facility physician who, when appropriate, consults with the professional personnel providing services.
- It must be revised if the comprehensive reassessment of the patient's condition indicates the need for revision.
- The time, date, referring physician's name, if any, source and contents of the verbal order must be documented and signed by the person receiving the order, and countersigned by the referring physician as soon as possible.
- Detail of necessary tests (including blood test, HIV/AIDS, hepatitis A/ B/ C, tuberculosis, and other infectious diseases, COVID-etc.) at the time of treatment / admission.

- After treatment has begun, any change in the plan of treatment should be supported in the patient's clinical record by dated documentation signed by either the facility physician. Any change in the patient's condition must be accompanied by a revised plan of treatment.
- Actual Lengths of Patient stay at hospital
- Their Sources, Age and gender etc.
- Patient Profile / IDs / data in integrated management information System.
- Average No. of days required to recover.
- Results of each phase of treatment i.e., Assessment, Detoxification and Rehabilitation.
- The patients should grant informed consent before treatment begins and have an option to withdraw from treatment at any time, except for patients brought through legal/criminal system.
- All the inpatient and outpatients shall be provided detailed therapies or other techniques of treatments, as deemed necessary.

Note:

To provide better treatment and rehabilitation facilities to meet the quality standards, manger can follow the standards of UNODC regarding Drugs Treatment

- International standards for the treatment of drug use disorders by UNODC.
- Treatment Quality Standards for Drug Dependence Treatment and Care Services by UNODC.
- Drug Treatment and Rehabilitation: a Practical Planning and Implementation Guide.

The bidder must develop a comprehensive treatment protocol for individuals undergoing various stages of drug dependency, including assessment, detoxification, and rehabilitation. The plan should encompass detailed strategies tailored to each stage of the treatment process, ensuring thorough care and support for patients throughout their journey towards recovery. The proposed approach should address the unique needs and challenges faced by individuals at each stage, emphasizing a holistic and evidence-based approach to treatment. By outlining specific methodologies and interventions, the bidder should aim to optimize patient outcomes and promote sustained recovery from substance abuse. This comprehensive plan should underscores the bidder's commitment in delivering effective and compassionate care to individuals seeking support for drug dependency and treatment.

The bidder must be prepared to undertake any supplementary tasks necessary to achieve the Key Performance Indicators (KPIs) effectively, if any.

REFERENCE DETAIL OF SCOPE OF WORK IN INSTALLATION PLANNING AND PREPARATION PHASE

The Manger shall be required to:

- Carry out preliminary survey of infrastructure / Facilities for preparing the required interventions which may include refurbishment, refurnishing, upgrading and / or procuring the required material/resources for Rehabilitation Centre(s) for drugs addicts
- Undertake all works necessary during the Installation period, in order to ensure that the facility is brought up to the required standard for carrying out operational activities smoothly.
- Prepare detailed overall, refurbishment plan along with budget and the same shall be reviewed by the Independent Engineer

During the Installation Period, the **scope of work** of the Operator shall, *inter-alia*, constitute the following:

- Refurbishment / Renovation of existing building and structure (where required).
- Installation of Furniture and Fixture / Medical Equipment / Safety and Security.
- Staffing
- Developing the facilities according to the applicable standards for rehabilitation Centre.

Refurbishment / Renovation of the Facilities	Installation of Furniture & Fixtures	Installation of Medical Equipment(s)	Installation(s) of Safety & Security	Staffing and Others Activities
<p>Design & Construction of the following, as per the architectural design, within the Facility:</p> <p>A. Non-Residential Treatment* Area including but not limited to the following:</p> <ul style="list-style-type: none"> ➤ Patient Reception Area / Group Meeting Area. 	<ul style="list-style-type: none"> ➤ Procurement and installation of Furniture & Fixture as per Approved specification ➤ Beds, tables, chairs, benches etc. for patients and their attendants. ➤ Computer system/Laptops and printers, Multimedia /Fax Machine / telephone, Photocopier for staff etc. 	<ul style="list-style-type: none"> ➤ Medicine /Instrument cupboard, Wooden and Steel cabinets, over bed trolley, Wheel Chair, etc. ➤ Anesthesia apparatus with ventilator, Patient monitor normal and with (gas cylinder), Suction Machine. ➤ Pulse Oximeter, Intensive care ventilator (Optional) ECG Machine 	<ul style="list-style-type: none"> ➤ Fire Extinguishers, water sprinklers, fire alarms and Fire Exit(s) etc. ➤ Reception and information desk / counter, check post etc. ➤ Walk through gates, scanners and manual barriers. 	<p>Staffing:</p> <ul style="list-style-type: none"> ➤ Hiring & placement of required staff necessary for running the facility including but not limited to doctors, paramedical staff, admin, janitorial and security. <p>Others:</p> <ul style="list-style-type: none"> ➤ Necessary electric/solar system / gas / water/

<ul style="list-style-type: none"> ➤ Consultation, Examination and Treatment Room and Psychological Testing Area. ➤ Toilet / bath / lavatory – one for every 10 patients. ➤ HR Management / Records, Reporting, Accounts and Audits. ➤ Dispensary and Laboratory for specific tests etc. ➤ General Cafeteria, Wazu area, Prayer room <p>B. Residential Treatment** Area including but not limited to the following:</p> <ul style="list-style-type: none"> ➤ Registration Area/ Waiting Area / Reception. ➤ Emergency Clinic. ➤ Counseling and Testing Room. 	<ul style="list-style-type: none"> ➤ Cupboards, dispensers, ACs, filling cabinet, etc. ➤ Install any other necessary electric appliances, furniture & fixtures etc. where required. 	<ul style="list-style-type: none"> 6 channel, Glucometer, Ultrasonic nebulizer, Resuscitation Trolley. ➤ Blood gas analyzer, Bowel stand with two bowels, Equipment trolley, Instrument Trolley, EEG Monitor, Flow meter with humidor, Dressing Trolley, Venisection kit, Drugs detox kits. ➤ BP Apparatus(set) wall mounted / mobile on stand / table type, X-ray Viewer (Small size & large size), ➤ Medicament Refrigerators Small, Refrigerator for store blood, Drug analyzer, Portable X ray Machine 100 MA, Weight -Height Machine, Gas burner for pantry, Refrigerators for patients, Examination couch, Footstep's double, Waste basket(s), Waste paper. ➤ Exercise Machines. ➤ weighing scale 	<ul style="list-style-type: none"> ➤ Security Guard(s) & their patrolling system. ➤ Access control system for staff (with multiple electronic doors) ➤ Bio-Metric attendance of staff for recording / monitoring attendance. ➤ Digital & Closed-circuit camera(s) for monitoring & Security. ➤ Power generators as per working load of the facilities including UPS etc. ➤ Separate attendance mechanism for inpatients / admitted patients as per the arrangements. ➤ Restricted / Access control entry and exits of required blocks and the overall facility. ➤ Control room facility linked with nearby law enforcement agency(s) and 	<ul style="list-style-type: none"> communication connections from relevant authorities. ➤ All the utility(s) bills shall be paid, at all times, during the Installation Period. ➤ Developing modus operandi / SOPs as per facility management information system. ➤ Purchase necessary Medicine, (If any) to maintain emergency stock and stock Register.
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<ul style="list-style-type: none"> ➤ Separate Living Quarters for female and male with Toilet ➤ Dining Area, Kitchen area with provision for security / lock of all sharp objects, Laundry area. ➤ Multipurpose area (religious, recreational, educational, skill development activities etc.) to provide overall healthy and hygienic environment in the facility. ➤ Outdoor Activity Area. ➤ Toilet. ➤ Administrative Office, Section(s) for Doctors, Psychiatrists, Psychologists, Medical Officers, Supporting Para Medical Staff. ➤ Procedure Room, Detoxification. ➤ Specific sections/area/store for 		<ul style="list-style-type: none"> ➤ Temperature control system, for medicine. ➤ Or any other medical equipment where required. 	<p>relevant hospital(s). medical</p>	
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<p>medicine, Psychotherapy Exercise, Vocational / occupational therapy.</p> <p>Miscellaneous:</p> <ul style="list-style-type: none"> ➤ Carry out electrical work, keeping patient safety and security in mind, Plumbing, Sanitary work, HVAC where required. ➤ Any other facility / block / arrangement as per requirements, proposed in architectural / engineering design drawings deemed necessary to ensure optimum efficiency. <p>Note: For Guidelines in Design of Non-Residential Treatment Area and Residential Treatment Area, Table-A and Table-B are attached below.</p>				
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***Non-residential Treatment (Out-patient Center)**

A health facility that provides diagnosis, treatment and management of drug dependents on an outpatient basis. It may be a drop-in/walk-in Center
Or any other office/facility used by support groups that provide consultation or counseling. From time to time, it may provide temporary shelter for patients in crisis for not more than twenty- four (24) hours.

****Residential Treatment Center (In-patient Center)**

A health facility that provides comprehensive rehabilitation services utilizing, among others, any of the accepted modalities: Multidisciplinary Team Approach, Therapeutic Community Approach and/or Spiritual Services towards the rehabilitation of a drug dependent.

Guidelines in the Planning and Design of Treatment and Rehabilitation Facilities:

- a. The size of the facility must be adequate for the intended use- the building shall be well-ventilated and spacious for occupants to be relatively comfortable to allow privacy for the medical treatment area, counseling and group activities. The land area must whenever possible have enough space for sports and recreation and learning activities.
- b. The building should meet construction and safety standards, as well fire regulation and health and sanitation requirements.
- c. Bathroom and toilets – There shall be at least one bathroom, one toilet, and one lavatory is in good working conditions for every ten patients. The bathroom and toilets shall not be provided with locks except those for the exclusive use of administrative staff.
- d. Kitchen shall be clean at all times and shall be equipped with adequate basic cooking utensils and food storage and with provision to secure/locks all sharp objects.
- e. Dining area shall be clean, well-lighted, protected from insects and vermin, cheerfully decorated and shall be provided with chairs and tables.
- f. **For residential facilities with bedrooms, the requirements are:**
 1. The bed shall be placed at least 100 cm. or one (1) meter apart.
 2. If a double-decked bed is utilized, this shall have at least one- meter space from the ceiling and again between the upper and lower beds.
 3. The bedroom shall be clean and orderly at all times.
- g. Emergency clinic shall accommodate patients who are physically sick. It must be well-secured, spacious enough for at least two patients and with provision for their personal hygiene and excretory functions. It must be visibly accessible for those who are on duty.

- h. Adequate water supply and electricity must be available to the extent possible; there must be telephone and other means for outside communication.

TABLE-A
GUIDELINES IN THE DESIGN OF NON-RESIDENTIAL TREATMENT AREA¹
(Minimum of Forty (40) Square Meters in Floor Area)

Area	Activity	People	Equipment	Furniture and Fixture	Minimum Floor Area in Square Meters	Planning Relationship
Patient Reception Area / Group Meeting Area	<ul style="list-style-type: none"> • receiving of Patient, • group, counseling, education and therapy • follow – up and aftercare program 	<ul style="list-style-type: none"> • clerk • patient • parents/guardians • physician • psychologist /social worker 		<ul style="list-style-type: none"> • bench • chair • office table 	15.00 (accommodate 7 persons and attendant at a given time)²	<ul style="list-style-type: none"> • immediately accessible to patient • located near entrance of the facility
Consultation, Examination and Treatment Room and Psychological Testing Area	<ul style="list-style-type: none"> • drug abuse assessment and management • emergency assistance for drug withdrawal and psychiatric illness 	<ul style="list-style-type: none"> • patient • nurse • physician 	<ul style="list-style-type: none"> • clinical weighing scale • examining light • examining table • sphygmoma nometer • stethoscope • psychological testing materials 	<ul style="list-style-type: none"> • chair • office • table • lavatory • medicine cabinet 	10.04³	<ul style="list-style-type: none"> • adjacent to patient reception area / group meeting area

Toilet with lavatory	<ul style="list-style-type: none"> managing of personal hygiene 	<ul style="list-style-type: none"> clerk patient nurse physician psychologist / social worker 	<ul style="list-style-type: none"> 	<ul style="list-style-type: none"> lavatory water closet 	1.67	<ul style="list-style-type: none"> separate toilet and hand washing facility adjacent to consultation, examination and treatment room
HR Management / Records, Reporting, Accounts and Audits:	<ul style="list-style-type: none"> performance of personnel, accounting, records, supply and housekeeping 	<ul style="list-style-type: none"> clerk 	<ul style="list-style-type: none"> computer printer telephone 	<ul style="list-style-type: none"> cabinet chair office table 	5.02⁴	<ul style="list-style-type: none"> located near entrance

TABLE-B
GUIDELINES IN THE DESIGN OF RESIDENTIAL TREATMENT AREA⁵
(Minimum of Twenty Five (400) Square Meters in Floor Area)

Area	Activity	People	Equipment	Furniture and Fixture	Minimum Floor Area in Square Meters	Planning Relationship
Registration Area/ Waiting Area / Reception	<ul style="list-style-type: none"> receiving of patient 	<ul style="list-style-type: none"> Clerk Patient Physician Psychologist social worker 	<ul style="list-style-type: none"> computer printer telephone 	<ul style="list-style-type: none"> Bench Chair desk 	20.00 (Accommodate 7 persons and attendant at a given time)	<ul style="list-style-type: none"> Immediately accessible to patient located near entrance
Emergency Clinic	<ul style="list-style-type: none"> drug abuse assessment and management emergency assistance for 	<ul style="list-style-type: none"> patient nurse physician 	<ul style="list-style-type: none"> clinical weighing scale examining light examining table 	<ul style="list-style-type: none"> bed lavatory 	10.04	<ul style="list-style-type: none"> adjacent to patient reception area

	drug withdrawal and psychiatric illness		<ul style="list-style-type: none"> • sphygmomanometer • stethoscope • thermometer 			
Counseling and Testing Room	<ul style="list-style-type: none"> • drug abuse assessment and management • individual counseling, education and therapy • follow – up and aftercare program 	<ul style="list-style-type: none"> • patient • nurse • physician 	<ul style="list-style-type: none"> • psychological testing materials 	<ul style="list-style-type: none"> • arm chairs • office table 	10.04	<ul style="list-style-type: none"> • adjacent to patient reception area
Separate living Quarters (Female / Male) with Toilet	<ul style="list-style-type: none"> • lodging • storing of personal belongings • managing of personal hygiene 	<ul style="list-style-type: none"> • patient 	<ul style="list-style-type: none"> • electric fan 	<ul style="list-style-type: none"> • bed • cabinet 	111.45 (accommodate 15 persons at a given time) ⁶	<ul style="list-style-type: none"> • segregated for privacy
Dining Area	<ul style="list-style-type: none"> • taking of meals 	<ul style="list-style-type: none"> • patient 	<ul style="list-style-type: none"> • electric fan 	<ul style="list-style-type: none"> • chair • table 	42 (accommodate 30 persons at a given time) ⁷	<ul style="list-style-type: none"> • adjacent to kitchen
Kitchen	<ul style="list-style-type: none"> • cold and dry storage • food preparation • cooking and baking • serving and food assembly 	<ul style="list-style-type: none"> • cook • cooking aide 	<ul style="list-style-type: none"> • electric fan • refrigerator • sink • stove 	<ul style="list-style-type: none"> • cabinet • counter 	4.65	<ul style="list-style-type: none"> • adjacent to dining area

	<ul style="list-style-type: none"> • washing 					
Multipurpose area/recreational area	<ul style="list-style-type: none"> • group counseling, education and therapy • rehabilitation • follow – up and aftercare program 	<ul style="list-style-type: none"> • patient • physician • psychologist / social worker 	<ul style="list-style-type: none"> • electric fan • karaoke • television 	<ul style="list-style-type: none"> • chair • table 	42 (accommodate 30 persons at a given time)	<ul style="list-style-type: none"> • accessible from female and male ward
Outdoor Activity Area	<ul style="list-style-type: none"> • group counseling, education and therapy • rehabilitation • follow – up and aftercare program 	<ul style="list-style-type: none"> • patient • physician • psychologist / social worker 		<ul style="list-style-type: none"> • bench 	42 (accommodate 30 persons at a given time)	<ul style="list-style-type: none"> • accessible from female and male ward
Toilet	<ul style="list-style-type: none"> • managing of personal hygiene 	<ul style="list-style-type: none"> • clerk • nurse • physician • psychologist / social worker 		<ul style="list-style-type: none"> • lavatory • water • closet 	1.67	<ul style="list-style-type: none"> • separate toilet and hand washing facility • accessible from consultation, examination and treatment room • accessible from administrative office
Administrative Office	<ul style="list-style-type: none"> • performance of personnel, accounting, records, supply and housekeeping 	<ul style="list-style-type: none"> • administrator • clerk • 	<ul style="list-style-type: none"> • computer • fire extinguisher • printer • telephone 	<ul style="list-style-type: none"> • cabinet • chair • office tables 	10.04	<ul style="list-style-type: none"> • immediately accessible to patient • located near entrance of the facility

Reference:

1. Refer to Annex A: Prototype Floor Plan of Non – Residential Treatment Area
2. Based on 1.40 m²/person (unit area per person occupying the space at one time)
3. Clear floor area per examining table that includes space for passage of equipment
4. Work area per staff that includes space for a chair and a desk, space for occasional visitor, and space for aisle
5. Refer to Annex B: Prototype Floor Plan of Residential Treatment Area.
6. Based on 7.43 m²/bed (clear floor area per bed that includes space for single bed, space for occasional visitor, and toilet)
7. Based on 1.40 m²/person (unit area per person occupying the space at one time)



GOVERNMENT OF SINDH

CONCESSION AGREEMENT

BETWEEN

GOVERNOR OF SINDH

(THROUGH SECRETARY, SOCIAL WELFARE DEPARTMENT, GOVERNMENT OF SINDH)

(AS THE AUTHORITY)

AND

XXXXX

(AS THE OPERATOR)

IN RESPECT OF

**REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT HOSPITAL,
SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE**

DATED: XX-XX- 2024

TABLE OF CONTENTS

1	DEFINITIONS AND INTERPRETATION	5
2	CONDITIONS PRECEDENT	16
3	GRANT OF CONCESSION AND CONCESSION PERIOD	19
4	GENERAL COVENANTS	21
5	PERFORMANCE SECURITY	23
6	FACILITY TIMINGS AND SHIFTS.....	24
7	SERVICES PERIOD	25
8	ANNUITY AMOUNT PAYMENTS AND INVOICING	32
9	BUDGET REALIGNMENT	ERROR! BOOKMARK NOT DEFINED.
10	EMERGENCY STEP-IN	34
11	OPERATOR SHAREHOLDING	36
12	CHANGE IN LAW	38
13	INDEMNITY AND INSURANCE.....	40
14	FORCE MAJEURE	41
15	EVENTS OF DEFAULT	45
16	REMEDY OF DEFAULTS AND TERMINATION PROCEDURE	47
17	COMPENSATION ON TERMINATION.....	50
18	DISPUTE RESOLUTION	51
19	REPRESENTATIONS AND WARRANTIES.....	53
20	MISCELLANEOUS PROVISIONS.....	54
ANNEX I	– TECHNICAL INFORMATION	58
ANNEX II	– KEY PERFORMANCE INDICATORS.....	61
ANNEX III	– OPERATOR'S SCOPE OF WORK.....	81
ANNEX IV	– GUIDELINES FOR THE TEACHERS' NEED ASSESSMENT.....	103
ANNEX V	– REPORTING FORMS.....	104
ANNEX VI	– TERMS OF REFERENCE FOR THE INDEPENDENT EXPERT AND INDEPENDENT AUDITOR	105
ANNEX VII	– FORM OF PERFORMANCE SECURITY.....	110
ANNEX VIII	– APPLICABLE PERMITS	113
ANNEX IX	– HANDING OVER CRITERIA	114
ANNEX X	– TAKING OVER CRITERIA	115
ANNEX XI	– EMPLOYMENT CRITERIA	116
ANNEX XII	– ANNUITY AMOUNT PAYMENT ADJUSTMENT FORMULA.....	117
ANNEX XIII	– ANNUITY AMOUNT PAYMENT SCHEDULE	120
ANNEX XIV	– FINANCIAL MODEL	123
ANNEX XV	– DETAILS OF FACILITY	125
ANNEX XVI	– TECHNICAL PROPOSAL OF THE OPERATOR	127
ANNEX XVII	– STAFF.....	128

CONCESSION AGREEMENT

This **CONCESSION AGREEMENT** is made on [●] at Karachi, Pakistan:

BY & BETWEEN

The Governor of Sindh, through the Social Welfare Department, Government of Sindh, acting through Secretary to Government of Sindh, Social Welfare Department (hereinafter referred to as the '**Authority**', which expression shall, where the context so permits include its successors, and permitted assigns),

AND

_____, having its registered office at _____ (hereinafter referred to as the '**Operator**', which expression shall include its successors-in-interest and permitted assigns), (the Authority and the Operator shall collectively be referred to as the '**Parties**' and individually as a '**Party**').

RECITALS

- A. The Government of Sindh, acting through the Authority, is seeking to initiate a modern rehabilitation program with an aim to establish a drug free society in the province of Sindh by collaborating with the private sector organizations and outsourcing the rehabilitation, operation and management of a Facility in **ANNEX XV (DETAILS OF FACILITY)** in the province of Sindh to the private sector under and pursuant to a management and services contract (the '**Project**').
- B. The Authority has decided to implement the Project by engaging the Operator for, inter alia, rehabilitating, managing and operating the 50 bedded Facility in accordance with the Authority's Services scope and Operator's Bid, governed by KPIs and Good Industry Practices, such that the Facility is equipped with appropriate facilities, infrastructure and other services that are generally required for their smooth operation and ensuring quality rehabilitation environment.
- C. The Authority invited bids for the Project by issuing a Request for Proposals (consisting of Volume I (*BIDDING PROCEDURE*) and Volume II (*DRAFT CONCESSION AGREEMENT*)) issued/ circulated on _____, as clarified vide the Response Document dated _____, following the national competitive bidding process regulated by the Sindh Public Procurement Rules, 2010 (the '**Request for Proposals**' or '**RFP**').
- D. Under the terms of the Request for Proposals, the Operator submitted its bid, comprising Technical and Financial Bid, for the Project (the '**Bid**'), which the Authority has accepted pursuant to the approvals by the PPP Policy Board dated _____.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the adequacy of which is hereby acknowledged and confirmed, the terms and conditions of this Agreement are set out below:

2 DEFINITIONS AND INTERPRETATION

2.1 DEFINITION

2.1.1 **In this Agreement**, unless the context otherwise requires, the following terms shall have the following meanings:

"Financial Year" Means the period starting from the Effective Date, or otherwise as amended by the Authority from time to time.

"Affected Party" has the meaning given in Article 14.1.1.

"Affiliate" means, in relation to any Person, any other Person which, directly or indirectly, controls or is controlled by or is under common control with such Person. For purposes of this definition, "control" (including "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

"Agreement" or **"Concession Agreement"** means this agreement as of the date hereof together with the Annexes hereto, including the Authority's RFP and the Operator's Bid.

"Agreement Year" means a period of twelve (12) consecutive months commencing on each consecutive anniversary of the Effective Date and ending as of the end of the day preceding the next anniversary of the Effective Date, except for the first Agreement Year, which shall start on the Effective Date.

"Annuity Amount Payments" means the payments as per the costs of activities and/or items listed in **ANNEX XIV (FINANCIAL MODEL)** of this Agreement for operating, managing and maintain the Facilities in accordance with terms and conditions and KPIs, that the Authority shall make to the Operator on a Quarterly basis in accordance with Article 8 of this Agreement.

"Annuity Amount Payment Account Funding Date" means:

- (a) in respect of the first (1st) Annuity Amount Payment Date, any date falling prior to the Effective Date;
- (b) in respect of each other Annuity Amount Payment Date, at least five (5) Days prior to each Annuity Amount Payment Date.

"Annuity Amount Payment Adjustment" means, in relation to an Annuity Amount Payment Date, the adjustment (being an amount in Pakistani Rupees) to be made to the Annuity Amount Payment relating to such Annuity Amount Payment Date (excluding the first two Annuity Amount Payment Dates of Year 1), as calculated through application of the Annuity Amount Payment Adjustment Formula in accordance with **ANNEX XII (ANNUITY AMOUNT PAYMENT ADJUSTMENT FORMULA)** and as set out in the Annuity Amount Payment Certificate.

"Annuity Amount Payment Adjustment Events" shall bear the meaning ascribed thereto in Article 8.2.2.

"Annuity Amount Payment Adjustment Formula" means the formula for adjusting each Annuity Amount Payment relating to an Annuity Amount Payment Date due to the occurrence of Annuity Amount Payment Adjustment Events during the Annuity

Amount Payment Evaluation Period relating to such Annuity Amount Payment Date, as set out in **ANNEX XII (ANNUITY AMOUNT PAYMENT ADJUSTMENT FORMULA)**.

"Annuity Amount Payment Certificate" shall have the meaning ascribed thereto in Articles 8.3.1 and 8.3.2.

"Annuity Amount Payment Date" means each such date on which the Annuity Amount Payments shall be paid by the Authority to the Operator, being the dates set out in **ANNEX XIII (ANNUITY AMOUNT PAYMENT SCHEDULE)** as updated by the Independent Auditor at the start of each Agreement Year during the Concession Period.

"Annuity Amount Payment Evaluation Date" means:

- (a) in respect of the first (1st) Annuity Amount Payment Date, the Annuity Amount Payment Date;
- (b) in respect of each other Annuity Amount Payment Date, the date falling **forty-five (45)** Days immediately prior to such Annuity Amount Payment Date.

"Annuity Amount Payment Evaluation Period" means:

- (a) in respect of the first Annuity Amount Payment Date, a period equal to zero (0) Days;
- (b) in respect of each other Annuity Amount Payment Date, the period between the two (2) Annuity Amount Payment Evaluation Dates falling immediately prior to such Annuity Amount Payment Date.

"Annuity Amount Payment Invoice" shall have the meaning ascribed thereto in Article 8.4.2(a).

"Annuity Amount Payment Schedule" means the schedule, setting out the Annuity Amount Payment Dates, as per the yearly amount payments as set out in **ANNEX XIII (ANNUITY AMOUNT PAYMENT SCHEDULE)**, and as per the costs stipulated in **ANNEX XIV (FINANCIAL MODEL)**.

"Annuity Payment Account Funding Amount" means, in respect of an Annuity Amount Payment Account Funding Date relating to an Annuity Amount Payment Date, an amount equal to that set out in the Annuity Amount Payment Certificate.

"Applicable Laws" means any laws promulgated or brought into force and effect by the GoP, the GoS, or any local government having jurisdiction over the Project, as well as rules, regulations, orders, and notifications made pursuant to such laws, as well as, inter alia, judgments, decrees, injunctions, writs, and orders of any Pakistan court, as may be applicable.

"Applicable Permits" means any permissions, clearances, concessions, authorizations, consents, licenses, permits, waivers, privileges, rulings, exemptions, no objections, resolutions, filings, orders, notarizations, lodgments, or registrations or approvals of whatsoever nature that are required to be obtained from time to time in connection with the Project and for the undertaking, performing or discharging the obligations contemplated by this Agreement in accordance with the Applicable Laws, including those set-out in **ANNEX VIII (APPLICABLE PERMITS)**.

"Arbitration" has the meaning given in Article 18.2.3.

"Arbitration Act" means the Arbitration Act, 1940.

"Arbitrator" has the meaning given in Article 18.2.3.

"**Authority**" means the Government of Sindh of the Islamic Republic of Pakistan, represented by the Social Welfare Department and its legal successors and assigns.

"**Authority Annuity Amount Payment Account**" means the account to be established by the Authority and notified to the Operator and the Independent Auditor as an Authority Condition Precedent.

"**Authority Annuity Amount Payment Account Standing Instructions**" has the meaning given in Article 8.5.2.

"**Authority Event(s) of Default**" means any or all the events listed in Article 15.2.

"**Award**" has the meaning given in Article 18.2.6.

"**Bid**" has the meaning given in Recital D.

"**Bid Due Date**" means XXX -XXX- 2024, the date the bidders were required to submit their Bids for the Project in accordance with the Request for Proposals.

"**Bid Price**" means an amount equal to PKR _____/- (Pakistani Rupees ____) in present value terms and PKR _____/- (Pakistani Rupees _____) in nominal value terms.

"**Bid Security**" means the pay order/ demand draft/ bank guarantee for an amount constituting one percent (1%) of the Bid Price in present value terms submitted by the Operator to the Authority along with the Bid, being an amount equal to PKR 11,156,000/- (Pakistani Rupees _____) as details set out in **ANNEX XIV (FINANCIAL MODEL)**.

"**Budget Guidelines**" means the guidelines and instructions provided by the Authority in Form F – 4 of Attachment 1 of **ANNEX 2 (FORMS)** of **Volume I (BIDDING PROCEDURE)** of the RFP and accepted by the Operator as part of its Financial Bid, as details set out in **ANNEX XIV (FINANCIAL MODEL)**.

"**Change in Ownership and/ or Control**" means and includes any assignment, sale, financing, grant of security interest, transfer of interest, or other transaction of any type of description, including by or through voting securities, asset transfer, contract, merger, acquisition, succession, dissolution, liquidation or otherwise, that results directly or indirectly in a change in possession of the power to direct or control, or cause the direction or control of the management of the Operator or a significant aspect of its business.

"**Change in Law**" means the occurrence of any of the following after the Bid Due Date:

- (a) the modification, amendment, variation, alteration, or repeal of any existing Applicable Laws; or
- (b) the coming into effect of any new Applicable Laws;
- (c) changes in the interpretation, application, or enforcement of any Applicable Law or judgment by any court/ Government Authority;
- (d) the introduction of the requirement for the Operator to obtain any new Applicable Permits;
- (e) the introduction of any Taxes; or
- (f) a change in the GoP, the GoS standards, or standard operating procedures for education to the extent that the Operator is obliged to comply with them in accordance with this Agreement.

Provided that Change in Law shall not include:

- (a) any statute that has been published in draft bill form or as a bill that has been placed before the legislature or that has been passed by the relevant legislature as a bill but has not come into effect prior to the date of this Agreement, which is not in the public domain;
- (b) a draft regulation or statutory instrument or delegated legislation that has been published prior to the date of this Agreement and which is in the public domain;
- (c) any change in any withholding tax, or other similar Taxes, on income or dividends or other distributions distributed by the Operator; or
- (d) the coming into effect of, on or after the Bid Due Date, any provision of a Law, already gazetted in accordance with the Applicable Laws.

"Collusive Practice" means collusion between two or more parties or bidders for the purpose of bid rigging or simulating competition in connection with the Bid and/ or the award of this Concession to the Operator.

"Concession" means all the rights granted by the Authority to the Operator in terms of this Agreement for implementing the Project and providing the Services to the Authority in terms of the Authority's RFP and the Operator's Bid.

"Concession Period" means the period of the Concession specified in Article 3.2.1.

"Conditions Precedent" means the obligations of the Authority and the Operator that are set out in Article 2.

"Consortium" means a Bidder comprised of a group of two or more registered organizations formed to submit a Bid and, if awarded the Concession, to carry out the Concession in accordance with the RFP.

"Consortium Member" each member of the Consortium in all matters connected with the eligibility and tendering process, including but not limited to the submission of the Request for Proposals.

"Control" with respect to a Person means the ownership, directly or indirectly, of more than fifty percent (50%) of the voting shares of such Person or the power to direct the management and policies of such Person by operation of law, contract, or otherwise.

"Corrupt Practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of another party improperly.

"Day" means twenty-four (24) hours, beginning and ending at 12:00 midnight Pakistan Standard Time.

"Dispute" has the meaning given in Article 18.

Effective Date" means the date notified by the Independent Expert and Independent Auditors jointly being the date on which the Conditions Precedent are fulfilled or waived or deferred by the Parties mutual consultation in terms of this Agreement.

"Emergency" means a condition or situation that requires intervention by the Authority to prevent harm, damage, danger, or public unrest or to maintain safe, adequate, and continuous services at the Facility.

"HMIS" has the meaning given in Article 2.7.1(b).

"**Employees**" means the Authority's Employees and Operator's Staff posted or appointed in the Facility listed in **ANNEX XV (DETAILS OF FACILITY)**.

"**Employment Criteria**" means the criteria on which the Employees, Operator's Staff, will perform their duties, as set forth in **ANNEX XI (EMPLOYMENT CRITERIA)** hereto.

"**Escrow Account**" has the meaning given in Article 2.3.2(a).

"**Event of Default Remedy Period**" has the meaning given in Article 16.2.1.

"**Event of Default**" means an Operator Event of Default or an Authority Event of Default or both as the context may admit or require.

"**Expert**" means anybody or organization of repute with recognized technical and professional expertise in respect of any field, matter, or subject relevant to the purpose of this Agreement.

"**Expiry Date**" means the last day of the Services Period or Concession Period.

"**Facility**" means the Government Hospital, Sector 5-D, located at Lal Market, New Karachi, comprising of 50 beds as set out in detail in **ANNEX XV (DETAILS OF FACILITY)**.

"**Facility Timings**" has the meaning given in Article 6.

"**Financial Bid**" means a financial proposal, including subsequent clarifications, submitted by the Operator in respect of the Request for Proposals for the facility Government Hospital, Sector 5-D, Lal Market, New Karachi, as details set out in **ANNEX XIV (FINANCIAL MODEL)**.

"**Financial Model**" means the cost of the activities and items estimated on a yearly basis for a period of (10.5) ten and half years based on strategies and strengths as listed in the Technical Proposal of the Operator and for the fulfillment of the methodologies set to achieve the KPIs and Scope of Work as listed in this Concession Agreement and the Financial Bid, as set out in detail in **ANNEX XIV (FINANCIAL MODEL)**.

"**Financial Year**" means the financial year of the Authority.

"**First-Year Payable Annuity Amount Payment**" means the amount payable for the first year in accordance with **ANNEX XIII (ANNUITY AMOUNT PAYMENT SCHEDULE)**.

"**Force Majeure Event**" has the meaning given in Article 14.1.1.

"**Force Majeure Notice**" has the meaning given in Article 14.2.1.

"**Force Majeure Period**" means the period commencing from, subject to Article 14.2, the date of occurrence of a Force Majeure Event and ending on the earlier of (a) the date on which the Affected Party resumes or should have resumed such of its obligations the performance of which it was excused in terms of Article 14; or (b) the Termination Date of the Agreement; as applicable.

"**Fraudulent Practice**" means any action or omission, including misrepresentation, that knowingly or recklessly misleads or attempts to mislead a party to obtain a financial or other benefit or to avoid an obligation.

"**Fundamental Change in Law**" means any Change in Law that is not a Qualifying Change of Law and that:

- (a) renders unenforceable, illegal, invalid, or void any material right or material obligation of the Operator under this Agreement; or
- (b) results in the Operator being deprived of the whole or a substantial part of the benefit of this Agreement; or
- (c) has a Material Adverse Effect on the Operator.

"Good Industry Practices" means the exercise of that degree of skill, diligence, and prudence, and those practices, methods, specifications, and standards of patient care, management, safety, and performance, as may change from time to time and which would reasonably and ordinarily be expected to be used by a skilled and experienced manager or Operator engaged in the operations and management of Drug Rehabilitation Center and Facility of the type and size similar to the Project.

"GoP" means the Government of Pakistan.

"GoS" means the Government of Sindh.

"Government Authority" means the GoP, the GoS, any local government or any other ministry, governmental department, commission, board, body, bureau, agency, authority, instrumentality, inspectorate, statutory corporation, or body corporate over which the GoP or the GoS exercises control, court or other judicial or administrative body or official or Person, having jurisdiction over the Operator, the Facility, the Project or any portion thereof and the performance of obligations and exercise of rights of the Parties in accordance with the terms of the Agreement.

"Handing Over" means:

- (a) handing over the Facility is part of the Condition Precedent to commence the Installation Planning and Preparation (IPP) Period to the Operator in accordance with the Handing over Criteria;
- (b) issuance of Handing Over Notification by the Authority; and
- (c) jointly involved in handing over and taking over the possession of the Facility in accordance with the Handing-Over Criteria.

"Handing over Criteria" means the criteria for handing over of the Facility by the Authority to the Operator in accordance with this Agreement, as set out in **ANNEX IX (HANDING OVER CRITERIA)**.

"Independent Auditor" shall be an independent third-party Expert jointly appointed by the Parties in accordance with Article 7.1.1 read with **ANNEX VI (TERMS OF REFERENCE FOR THE INDEPENDENT EXPERT AND INDEPENDENT AUDITOR)**, who, inter alia, shall have the duties and functions stated in this Agreement.

"Independent Expert" shall be an independent third-party Expert jointly appointed by the Parties in accordance with Article 7.1.3 read with **ANNEX VI (TERMS OF REFERENCE FOR THE INDEPENDENT EXPERT AND INDEPENDENT AUDITOR)**, who, inter alia, shall have the duties and functions stated in this Agreement."

"Installation Planning and Preparation Period" A six months mobilization period commencing from the Effective Date and ending on the last day of sixth month.

"Installation Planning and Preparation Period Notification" shall mean a notification jointly issued by the IA and IE on the date marking six (6) months from the Effective Date. This period may be extended further due to reasonable, unavoidable circumstances or exceptional cases, with the mutual consent of the Parties. In the event of a delay, the notification must be issued within an additional thirty (30) days, with reasons recorded in writing.

"**Key Staff**" is member staff proposed by the Operator to perform the Project activities in accordance with the RFP. The Key Staff members shall be the, Project Director and the Compliance/Contract & Accounts Manager, dedicated to this Project for performing the services on a regular basis in accordance with the job descriptions, as may be amended from time to time by the Authority at its sole discretion, during the Concession Period.

"**KPIs**" means the Key Performance Indicators regarding the Operator's performance of Services under this Agreement, as set out in **ANNEX II (KEY PERFORMANCE INDICATORS)**, which may be updated further by the Parties with their mutual consultation during the Concession Period.

"**Lapse of Consent**" means any Applicable Permit:

- (a) ceasing to remain in full force and effect and not being renewed or replaced within the time prescribed by the Applicable Laws for the renewal or replacement of such Applicable Permit or, where a time period is not prescribed by the Applicable Laws, within sixty (60) Days of such Applicable Permit ceasing to be in full force and effect; or
- (b) not being issued upon application has been properly and timely made and diligently pursued within the time prescribed by the Applicable Laws or where a time period is not prescribed by the Applicable Laws, within sixty (60) Days of the proper application being made for such Applicable Permit; or
- (c) being made subject, upon renewal, or otherwise, to any terms or conditions that materially and adversely affect the Operator's ability to fulfill its obligations under this Agreement.

"**Long-stop Date**" means the date of expiration of ninety (90) Days with effect from the effectiveness of this Agreement or extended further on account of any reasonable unavoidable circumstances and exceptional case with mutual consent of the Parties.

"**Management Fee**" means the service fee the Operator charges for providing its services to the Authority for managing the Project, for the services as specified in the Budget Guidelines, in accordance with the KPIs set out in the RFP. The cost head 'Management Fee' along with cost head of Key Staff Salary, shall be utilized for the deductions (if any) during any Annuity Amount Payment Adjustments based on the evaluation of the Key Performance Indicators (KPIs) in accordance with the RFP, including this Agreement.

"**Material Adverse Effect**" means the effect of any act or event which materially and adversely affects the ability of a Party to exercise its material rights or perform any of its material obligations under and in accordance with the provisions of this Agreement.

"**Month**" means the calendar month as per the Gregorian calendar.

"**Non-Political Event**" has the meaning given in Article 14.1.1(b).

"**Notice of Intent to Terminate**" has the meaning given in Article 16.1.2.

"**Notice of Annuity Amount Payment Adjustment**" shall have the meaning ascribed thereto in Article 8.2.3.

"**Notification of Contract Award**" means the notification of an award letter issued to the Operator by the Authority in terms of the criteria and other terms & conditions specified in the RFP.

"**Operator**" means, as set out in the Preamble to this Agreement.

"Operator Annuity Amount Payment Account" means the account to be established by the Operator and notified to the Authority as an Operator Conditions Precedent.

"Operator's Employees" has the meaning given to it in Article 7.8.2.1.

"Operator Event of Default" means any or all the events listed in Article 15.1.

"Operator's Notice" has the meaning given to it in Article 7.8.3.1.

"O&M" means the operation and maintenance of the Facility during the Concession Period and includes repair and maintenance and all other matters connected with or incidental to operations and maintenance of the Facility and provision of Services to the Authority, in accordance with terms of this Agreement.

"PACRA" means the Pakistan Credit Rating Agency Limited.

"Pakistan" means the Islamic Republic of Pakistan.

'Partnership Committee' has the meaning given to it in Article 18.1.2

"Party" means the Authority or the Operator, as applicable, and "Parties" means the Authority and the Operator collectively.

"Payable Annuity Amount Payment" means, in respect of an Annuity Amount Payment Date, an amount equal to the difference between:

- (a) the Annuity Amount Payment relating to such Annuity Amount Payment Date (as set out in the Annuity Amount Payment Schedule); and
- (b) the Annuity Amount Payment Adjustment relating to such Annuity Amount Payment Date;

As set out in the Annuity Amount Payment Certificate. For the sake of clarity, there shall be no Annuity Amount Payment Adjustment in respect of the first two Payable Annuity Amount Payments of Year 1; however, the assessment of progress and completion of obligations by the Operator is to be carried out by the Experts as per the terms of the Concession Agreement.

"Payment Error" has the meaning given in Article 7.6.10.

"Performance Security" has the meaning given in Article 5.1.

"Performance Security Expiry Date" has the meaning given in Article 5.2.

"Permitted Events" means:

- (a) Force Majeure Events;
- (b) Authority Events of Default; and
- (c) a Change in Law or Lapse of Consent;

in each case causing a delay in the performance of the Operator's obligations under this Agreement

"Person" means any individual, company, corporation, partnership, joint venture, trust, or any other legal entity.

"PKR" or **"Pakistani Rupees"** means the lawful currency of Pakistan.

"**Political Force Majeure Event**" has the meaning given in Article 14.1.1(a).

"**Project**" has the meaning given in Recital A.

"**PPP Policy Board**" means the Public Private Partnership Policy Board constituted pursuant to the Sindh Public-Private Partnership Act, 2010.

"**Qualifying Change in Law**" means any Change in Law:

(a) which applies specifically to:

- (i) the Project and not other similar projects within the Province of Sindh;
- (ii) the Operator, but not to other Persons; or
- (iii) the provision of services that are the same as or substantially similar to the Services provided by the Operator under this Agreement, but not to other services; and

(b) which was not reasonably foreseeable by the Operator as of the Bid Due Date.

"**Quarter**" or "**Quarterly**" means a calendar quarter ending on the last day of December, March, June, and September.

"**Reappropriation**" or "**Realignment**" has the meaning given in Article 9.1.

"**Remedial Action Notice**" has the meaning given in Article 16.1.1.

"**Remedial Period**" has the meaning given in Article 16.1.1.

"**Request for Proposals**" or "**RFP**" has the meaning given in Recital C.

"**Sanctionable Practice**" means any Corrupt Practice, Fraudulent Practice, Coercive Practice, or Collusive Practice.

"**Facility-based Staff**" means the employees including medical and non-medical staff, required to be hired by the Operator on a contractual basis at its level in consultation of the Independent Expert's in accordance with an open, transparent manner considering the need of the Facility, during the Services Period following the Budget Guidelines.

"**Services**" means the services provided by the Operator to the Authority in accordance with the terms of this Agreement, in particular, the scope of work of the Operator set out in **ANNEX III (OPERATOR'S SCOPE OF WORK)** and RFP during the Concession Period.

"**Services Period**" means the period of ten and a half (10.5) years commencing on the Effective Date and ending on the Date of Expiration of the Concession Period, or the Termination Date, as applicable.

"**Shareholders**" means any one or more (as the context may require) of the Persons holding any shares in the issued and paid-up equity share capital of the Operator or, in case the Operator is an unincorporated body, the members, trustees, or their equivalent of the Operator.

"**Signing Date**" means the date on which this Concession Agreement is duly signed by each of the Parties.

"**Successful Facility**" means a Facility complying with the Covenants and achieving all relevant KPIs as outlined in **ANNEX II (KEY PERFORMANCE INDICATORS)**.

"**Taking Over Criteria**" means the criteria for taking over the Facility by the Authority in accordance with this Agreement, as set out in **ANNE X (TAKING OVER CRITERIA)**.

"**Taxes**" means all taxes, levies, imposts, cusses, duties, and other forms of taxation, including (but without limitation) income tax, sales tax, value-added tax, service tax, octroi, entry tax, corporation profits tax, advance corporation tax, capital gains tax, residential and property tax, customs and other import and export duties, excise duties, stamp duty or capital duty, and any interest, surcharge, penalty or fine in connection therewith which may be payable by the Operator.

"**Technical Bid**" means a technical proposal, including subsequent clarifications, submitted by the Operator in respect of the Request for Proposals for the Government Hospital, Sector 5-D, Lal Market, New Karachi, for 50 Bedded Facility, as details set out in **ANNEX XVI (TECHNICAL PROPOSAL OF THE OPERATOR)**.

"**Termination**" means the termination of this Agreement and Concession hereunder upon the issuance of a Termination Notice in accordance with the terms hereof.

"**Termination Compensation**" means the compensation payable to the Operator on the Termination Date, in accordance with this Agreement.

"**Termination Date**" means the date on which this Agreement and the Concession hereunder are terminated by a Termination Notice.

"**Termination Notice**" means a notice issued by a Party to the other Party terminating the Agreement in accordance with the terms hereof.

"**Termination Payment**" means the different termination payments required to be paid by either Party hereunder in respect of different termination events, as set out in this Agreement.

"**Termination Payment Date**" means the date falling ninety (90) Days following the Termination Date.

"**Threshold Limit**" means a five percent (5%) yearly budget in aggregate over the Concession Period.

"**Training**" means the organized and formal procedure by which Facility-based Staff gain knowledge and skill for a definite purpose and refers to the rehabilitation, managing, and learning activities carried on for the primary purpose of helping members of an organization acquire and apply the knowledge, skills, abilities, and attitudes needed by a particular job and organization to create positive attitudes through clarifying the behaviors and attitudes that are expected from the Employees. Such Trainings shall be for a minimum of thirty-six (36) hours, including two (2) formal training sessions for each of twelve (12) hours, as further referred to Article 7.8.5.4 and with reference to the KPIs.

"**Training Need Assessment**" or "**TNA**" means the capacity/ training need assessment to be conducted by the Operator to ascertain the capacity and training needs of the Employees being managed by the Operator at the Facility, which shall be conducted in accordance with **ANNEX IV**.

"**Transferor**" means, for the purposes of Article 11, the Shareholder purporting to transfer its shares or interests in the Operator.

"**Transferee**" means, for the purposes of Article 11, the Person to whom the Transferor purports to transfer its shares or interests in the Operator.

"**Transfer Date**" means:

- (a) in case of early Termination of this Agreement prior to the end of the Concession Period, the Termination Payment Date is subject to the Authority making payment of the relevant Termination Payment to the Operator on or prior to such date;
- (b) in case of the end of Concession Period, the last day of the Concession Period.

"Unscheduled Outage" has the meaning given in Article 7.4.3.

2.2 RULES OF INTERPRETATION

2.2.1 In this Agreement, unless the context otherwise requires:

- (a) the words importing the singular means the plural and vice-versa, and words importing the masculine shall include the feminine and neuter and vice-versa;
- (b) where any word or expression is given a defined meaning, any other grammatical form of that word or expression shall have the corresponding meaning where the context requires;
- (c) "Article" and "Annex" shall refer, respectively, to Articles of and Annexes to this Agreement. The Annexes to this Agreement shall form part and parcel of this Agreement;
- (d) the headings and sub-headings in this Agreement (and references to them) are included for convenience only and shall not be taken into account in interpreting this Agreement;
- (e) the references to any agreement or deed or another instrument shall be construed as a reference to such agreement, deed, or other instruments as the same may, from time to time, be amended, varied, supplemented, or notated;
- (f) a requirement that a payment be made on a Day which is not a business day shall be construed as a requirement that the payment be made on the next following business day; and
- (g) the words "written" and "in writing" include facsimile transmission and any means of reproducing works in a tangible and permanently visible form.

3 CONDITIONS PRECEDENT

3.1 EFFECTIVENESS OF THE AGREEMENT

Articles 1, 2, 5, 14, 15, 16, 17, 18, 19, and 20 and the related Annexes (if any) shall come into force on the date of execution of this Agreement. The other provisions of this Agreement shall come into force on the Effective Date, unless expressly specified otherwise in the Agreement.

3.2 OPERATOR'S CONDITIONS PRECEDENT

3.2.1 The Operator shall satisfy or procure the satisfaction of the following Conditions Precedent as soon as reasonably possible and in any event by the Long-stop Date and give notice to the Authority, Independent Expert, and Independent Auditor no later than five (5) Days after the date of satisfaction of each condition.

3.2.2 The Conditions Precedent to be satisfied by the Operator are as follows:

- (a) submitting to the Authority certified true copies of all resolutions adopted by the board of directors (or other equivalent body) of the Operator authorizing execution, delivery, and performance of this Agreement;
- (b) providing a legal opinion to the Authority from a reputable and appropriately experienced legal counsel of the Operator acceptable to the Authority confirming that: (i) the Operator has obtained all necessary Applicable Permits for the purpose of the performance of the Operator's obligations and the exercise of the Operator's rights under this Agreement; (ii) that the Applicable Permits are in full force and effect; and (iii) the Operator has duly and validly executed this Agreement, and the terms of this Agreement are fully enforceable against the Operator;
- (c) submitting the Performance Security to the Authority as contemplated in Article 5.1, read together with the Notification of Contract Award;
- (d) submitting Sindh Revenue Board (SRB) registration certificate;
- (e) the Operator opened the Operator Annuity Amount Payment Account and notified the same the Authority; and
- (f) availability of the Key Staff members proposed by the Operator in its Technical Bid to perform the Project activities on a dedicated basis in accordance with the RFP. The Key Staff members shall be the, Project Director, Accounts, Finance & Compliance Manager, Psychology therapist, & Psychiatrist, and Health Care Expert, dedicated to this Project for performing the services on a regular basis in accordance with the job description, as may be amended from time to time by the Authority at its sole discretion, during the Concession Period.
- (g) Submission of workplan for the Service Period, duly certified by the IE.
- (h) Hiring of Facility-based staff, Key Staff, Medical and Non-Medical Staff.
- (i) Submitting of rehabilitation, upgradation plan for the Facility subject to recommendation from Independent Expert and Independent Auditor and approval of the Authority.

3.3 AUTHORITY'S CONDITIONS PRECEDENT

3.3.1 The Authority shall satisfy or procure the satisfaction of the following Conditions Precedent as soon as reasonably possible and in any event by the Long-stop Date and give notice to the Operator, Independent Expert, and Independent Auditor no later than five (5) Days after the date of satisfaction of each condition; provided that the Authority shall not be obligated to procure the satisfaction of any of the following Conditions Precedent unless the Operator has fulfilled its Conditions Precedent specified in Article 2.2.2.

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

- (a) the Authority has opened the Authority Annuity Amount Payment Account (the '**Escrow Account**') for 50 Bedded Facility, Lal Market, New Karachi and has funded it up to the half of the **First Year's Payable** Annuity Amount Payment as per the **ANNEX XIV (FINANCIAL MODEL)**;
- (b) the Authority has issued a notification, notifying the Handing Over of the Facility as set out in detail in **ANNEX XV (DETAILS OF FACILITY)** to the Operator.

3.4 JOINT CONDITIONS PRECEDENT

3.4.1 The Parties shall jointly satisfy or procure the satisfaction of the following Conditions Precedent as soon as reasonably possible and in any event by the Long-stop Date.

3.4.2 The Conditions Precedent to be jointly satisfied by the Parties are as follows:

- (a) jointly appointing the Independent Expert as contemplated in Article 7.1.3;
- (b) jointly appointing the Independent Auditor as contemplated in Article 7.1.1;
- (c) jointly appointing the escrow bank and executing the escrow agreement; and
- (d) jointly involve in Handing Over and Taking Over the possession of the Facility as set out in detail in **ANNEX XV (DETAILS OF FACILITY)** in accordance with the criteria set out in **ANNEX IX (HANDING OVER CRITERIA)** of this Agreement.

3.5 EFFECTIVE DATE

Subject to Article 2.1, this Agreement shall come into force and effect on the Effective Date, provided such date is before the Long-stop Date and jointly notified by an Independent Expert and Independent Auditor in a manner prescribed under the Agreement or in accordance with the instructions communicated by the Authority. After the fulfilment of the Effective Date, the IPP Period shall start for upgradation, rehabilitation of the Facility.

3.6 CONSEQUENCES OF FAILURE TO FULFILL THE CONDITIONS PRECEDENT

3.6.1 If the Operator fails to fulfill any of the Conditions Precedent (unless waived or deferred by the Authority in its absolute discretion) that it is required to satisfy under Article 2.2 by the Long-stop Date, the Authority shall be entitled to terminate this Agreement by issuing a written notice of thirty (30) Days to the Operator.

3.6.2 On such Termination, the Authority shall be entitled to draw on the Performance Security of the Operator in its entirety as a genuine pre-estimate of and reasonable compensation for loss and damages caused to the Authority as a result of the Operator's failure to fulfill the Conditions Precedent and implement the Project in accordance with the terms of this Agreement.

3.6.3 If the Authority fails to fulfill any of the Conditions Precedent (unless waived or deferred by the Operator in its absolute discretion) that it is required to satisfy under Article 2.3 by the Long-stop Date, the Operator shall be entitled to terminate this Agreement by issuing a written notice of thirty (30) Days to the Operator.

3.6.4 If the Parties fail to fulfill any of the Conditions Precedent (unless waived or deferred by the mutual consent of the Parties) that they are required to satisfy under Article 2.4 by the Long-stop Date, either Party shall be entitled to terminate this Agreement by issuing a written notice of thirty (30) Days to the other Party.

On Termination of this Agreement pursuant to Articles 2.6.3 or 2.6.4 above, the Authority shall return the Performance Security to the Operator. For the sake of clarity, the Authority shall not draw on any of the aforesaid securities in case of Termination due to the Authority's failure to fulfill any of the Conditions Precedent. The Parties

further agree that in case of Termination of this Agreement for whatever reason prior to the Effective Date, the Authority shall not be liable to compensate the Operator in respect of such Termination.

4 GRANT OF CONCESSION AND CONCESSION PERIOD

4.1 GRANT OF THE CONCESSION

- 4.1.1 In consideration of the Operator's obligations contained in this Agreement and relying on the Operator's warranties contained herein, the GoS, subject to the terms of this Agreement, hereby grants to the Operator and authorizes it, for the duration of the Services Period, to manage and operate the Project, including the Facility, and to exercise and enjoy the rights, powers, benefits, privileges, authorizations, and entitlements as set forth in this Agreement.
- 4.1.2 The Operator agrees that the Authority shall have the sole and exclusive right to require from the Operator full availability of the Facility and Services throughout the Services Period, as applicable, and in accordance with the Good Industry Practices.

4.2 CONCESSION PERIOD

- 4.2.1 Subject to early Termination in accordance with this Agreement, the Concession is granted for a period of ten years, commencing from the Effective Date (the '**Concession Period**').
- 4.2.2 Notwithstanding anything to the contrary stated in this Agreement, the Operator may request an extension of the Concession Period at any time at least one (1) year prior to the Expiry of Concession Period, provided that at the time of the request, the Operator is materially in compliance with its obligations under this Agreement and is not otherwise facing a default therein. The Authority has a right to accept or reject this request for an extension, subject to the approval of the PPP Policy Board in accordance with Applicable Laws.

4.3 RIGHT, TITLE, AND INTEREST IN THE FACILITY

- 4.3.1 The Parties acknowledge that full ownership, rights, and title to the Facility (including any additions, modifications, or construction thereon carried out by the Operator pursuant to this Agreement) shall be vested with the Authority throughout the Concession Period and thereafter, and the Operator shall not create any encumbrance or other third-party rights over the Facility or any part thereof or otherwise sub-let or part with the possession of the Facility at any time during the Concession Period.
- 4.3.2 The Authority shall be entitled to use the Facility at any time and from time to time in accordance with the Applicable Laws, in particular during national emergencies, elections, and other similar events where it is customary to use the Facility for such purposes, provided that the Authority shall give reasonable notice to the Operator prior to exercising any rights hereunder and shall ensure that there is minimum impact on the Services being rendered by the Operator hereunder due to Authority's use of the Facility and that the Facility is not damaged or destroyed. The Operator shall assist the Authority in this regard and shall also extend the Services of the Staff during such time as may reasonably be requested by the Authority.
- 4.3.3 Subject to Article 3.3.2 above, the Operator undertakes that the Facility shall not be used for any commercial or private purposes, including but not limited to public gatherings, functions, weddings, or political events, other than any events specifically linked to the purposes for which the Concession is granted to the Operator. The Authority hereby undertakes that it shall not permit or request the Operator to facilitate any of the foregoing events at the Facility.

4.4 IMPROVEMENTS IN THE FACILITY

- 4.4.1 The Parties agree that the Operator shall be free to purchase, at its own cost and expense assets, equipment or other medical aids required to be used in the Facility, in particular those that assist the Operator in fulfilling the KPIs and/ or implementing Scope of Work as described in the Authority's Request for Proposals, and the Operator's Technical Bid and Financial Bid of the Project. The Operator shall, from

time to time, also replace the obsolete equipment and assets being used in the Facility with new assets and equipment at its own cost in accordance with the RFP Budget Guidelines. The Parties further agree that all such assets, equipment, or other medical aids (whether originally provided by the Authority or purchased or replaced by the Operator) shall be the property of the Authority and shall be handed over to the Authority, free from any encumbrances on the Transfer Date.

- 4.4.2 The Operator shall be free to use its own personal assets in the Facility; the ownership whereof shall remain with the Operator.

4.5 AUTHORITY'S ASSISTANCE

- 4.5.1 The Authority shall provide and shall seek the cooperation of other relevant Government authorities for providing such reasonable assistance as may be reasonably requested by the Operator for obtaining the grant or renewal of the Applicable Permits (if any) required for the performance of the Operator's obligations or the exercise of the Operator's rights under this Agreement.

4.6 EXPIRY OF CONCESSION PERIOD

- 4.6.1 Upon the occurrence of the Expiry Date, the Operator shall hand over the Facility to the Authority on the Transfer Date and in accordance with the Taking-Over Criteria.

5 GENERAL COVENANTS

5.1 COVENANTS DURING THE SERVICES PERIOD

- 5.1.1 The Operator agrees and undertakes that throughout the term of this Agreement, the commencement of KPIs assessment for the relevant Quarters will be subject to the compliance of Article 4.1.1 certified in writing by the Independent Expert on each Quarterly basis:
- (a) the Operator shall maintain the solar system, fixture and furniture, drinking water facilities, medical equipment, etc., at a reasonable level to ensure that all such utilities are being provided by the Operator uninterrupted for the Services Period;
 - (b) the Operator shall maintain the Performance Security and Sindh Revenue Board (SRB) registration effective for the tenure of the Concession Agreement and provide a copy of the same to the Independent Expert and Independent Auditor from time to time, in case of any renewal;
 - (c) the Operator shall fully maintain the HMIS on time to ensure the performance of its duties as part of the Concession. The Operator shall share HMIS access with the representative of the Authority, Independent Expert, and Independent Auditor Organizations;
 - (d) the Operator shall submit all the applicable reports to the Authority, Independent Expert, and Independent Auditor on time as specified under Article 7.6;
 - (e) the Operator shall implement all proposed intervention(s) following Good Industry Practices and as per the procedure prescribed by the Operator in its Technical and Financial Bids;
 - (f) the Operator shall run the Facility on 24 hours a day.
 - (g) The Operator shall fulfil the requirements for ensuring quality services.
 - (h) the Operator shall, as a contingency, be liable for maintaining the provision of optimum Staff during the Services Period;
 - (i) the Operator shall display in Facility listed in **ANNEX XV (DETAILS OF FACILITY)** a grievance redressal mechanism on notice board along with the respective contact numbers of the Authority and Independent Expert, whereby the patients and community may get to know the levels through which complaints pertaining to Facility administration, overall environment, cleanliness, etc. may be lodged. If such a complaint is not resolved in seven (7) working days, then such a complaint may be referred to the Independent Expert by the patients or community;
 - (j) the Operator shall submit annual financial statements to the Authority relating to the Facility in compliance with Article 7.6.8 of the Concession Agreement;
 - (k) the Operator shall submit annual KPI report to the Authority and Independent Auditor in compliance with Article 7.6.9 of the Concession Agreement;
 - (l) the Operator shall retain and maintain the Facility in peaceful possession, in accordance with Good Industry Practices, and enjoy the benefits of the Facility in accordance with this Agreement;
 - (m) the Operator shall perform all its obligations under this Agreement and in pursuance with the Bid provided during the bidding process and ensure that it meets the KPIs;
 - (n) except as specifically permitted under this Agreement, the Operator shall not vacate or part with the possession of the Facility;
 - (o) during the entire Concession Period, the Operator shall obtain all Applicable Permits that are required for all activities contemplated under this Agreement, including the operation of the Facility unconditionally, or if such Applicable Permits are subject to conditions, then complying with all such conditions, such that such

Applicable Permits are and shall be kept in full force and effect for the entire Concession Period;

- (p) it shall, as reasonably possible, ensure expenditure and costs associated with the performance of the obligations as contemplated under the Concession Agreement in pursuance of the Financial Bid, having taken into account the existing and optimal enrollment of students in the Facility;
 - (q) it shall ensure compliance with all Applicable Laws; and
 - (r) it shall undertake, at its own cost and expense, the responsibility of provision of security of the Facility.
- 5.1.2 At all times before, during, or after the Concession Period, the Operator shall hold harmless and indemnify the Authority from and against all loss, liability, damage, cost, expense, interest, fines, penalties, claims, and amounts paid in settlement suffered, incurred, paid or payable by the Authority in relation to or arising from the Operator's use of the Facility or any part thereof. Notwithstanding anything to the contrary, all risks (including any claims and liabilities) relating to the right, title, and interests of the Authority in the Facility or any part thereof shall, during or after the Services Period, vest with the Authority.
- 5.1.3 Notwithstanding anything to the contrary contained in Article 4.1.1 above, the Operator agrees that:
- (a) the Authority and its representatives/ nominees shall have full rights to enter upon, access, and utilize the Facility, call any record for the purpose of monitoring the performance and activities of the Operator pursuant to this Agreement;
 - (b) the Authority, the Independent Expert, and the Independent Auditor shall have full rights to enter upon, access, and utilize the Facility, call any record for the purpose of exercising their rights and fulfillment of their duties pursuant to this Agreement; and
 - (c) Government Authorities shall have the right to enter and access the Facility or call any record in accordance with the Applicable Laws;

Provided such access does not unreasonably interfere with or hinder the performance of the Operator's obligations under this Agreement. The Authority shall use its best endeavors to notify the Operator prior to exercising any rights under Article 4.1.3.

- 5.1.4 The Operator shall not engage in (and shall not authorize or permit any Affiliate or any other Person acting on its behalf to engage in), with respect to the Project or any transaction contemplated by this Agreement, any Sanctionable Practices.

6 PERFORMANCE SECURITY

- 6.1 Prior to the Signing Date of the Concession Agreement and within the time period specified in the Authority's Notification of Award, the Operator shall submit to the Authority an unconditional and irrevocable on-demand bank guarantee issued by a scheduled bank operating in Pakistan having a long-term credit rating of at least "A-" according to the PACRA rating scale for financial institutions, for an amount equal to one percent (1%) of the total Bid Price, i.e., PKR _____ (Pakistani Rupees _____) and substantially in the form set out under **ANNEX VII (FORM OF PERFORMANCE SECURITY)**, to secure the due performance of the Operator's obligations during the Concession Period and for the purposes set out in Articles 2.6 & 2.8 and this Article 5 (the '**Performance Security**').
- 6.2 The Operator shall maintain the Performance Security in full force and effect from the date on which it is issued until the date falling ninety (90) Days following the last Day of the Services Period (the '**Performance Security Expiry Date**'), at which date the Performance Security shall be released.
- 6.3 If the Performance Security is scheduled to expire prior to the Performance Security Expiry Date, then the Operator shall notify the Authority of the same at least thirty (30) Days prior to the scheduled expiry of the Performance Security, and the Operator shall (notwithstanding such notification) arrange for an extension of the Performance Security such that it remains valid and in full force and effect until the Performance Security Expiry Date. If the Operator fails to extend the Performance Security in terms of this Article 5.2, the Authority shall be entitled to drawdown the Performance Security (without any notice, reference, or prior recourse to the Operator or any other Person) in full. The amount so received shall be treated as a cash retention and, to the extent that there are no outstanding claims thereto, shall be released upon submission of a new Performance Security acceptable to the Authority or upon the Performance Security Expiry Date.
- 6.4 The Authority shall have the right to draw on the Performance Security (without any notice, reference, or prior recourse to the Operator or any other Person) upon the Operator's failure to honor any of its obligations, responsibilities, or commitments under this Agreement. In addition, the Authority shall have the right to draw on the Performance Security (without any notice, reference, or prior recourse to the Operator or any other Person), as applicable, in accordance with Articles 2.6 & 2.8.

7 FACILITY TIMINGS AND SHIFTS

7.1 TIMINGS

- 7.1.1 The Facility Timings shall be notified by the Authority from time to time through notification. The provisions of this Agreement shall be applicable on the Facility.
- 7.1.2 Unless expressly specified otherwise in the RFP, the Facility after finishing of the IPP Period shall be operational 24 hours a day during the Concession Period.

8 SERVICES PERIOD

8.1 INDEPENDENT AUDITOR & INDEPENDENT EXPERT

- 8.1.1 As a Conditions Precedent to the Effective Date, the Parties shall jointly appoint an Expert to fulfil the duties and obligations of the Independent Auditor during the Concession Period (the '**Independent Auditor**').
- 8.1.2 The procedures for the terms of appointment and the scope of work of the Independent Auditor are set out at **ANNEX VI (TERMS OF REFERENCE FOR THE INDEPENDENT EXPERT AND INDEPENDENT AUDITOR)**.
- 8.1.3 As a Conditions Precedent to the Effective Date, the Parties shall jointly appoint an Expert to fulfil the duties and obligations of the Independent Expert during the Concession Period (the '**Independent Expert**').
- 8.1.4 The procedures for the terms of appointment and the scope of work of the Independent Expert are set out at **ANNEX VI (TERMS OF REFERENCE FOR THE INDEPENDENT EXPERT AND INDEPENDENT AUDITOR)**.
- (a) all fees, costs, charges, and expenses payable to the Independent Auditor and the Independent Expert shall be solely borne by the Operator, notwithstanding that the Independent Auditor and the Independent Expert shall be jointly appointed by the Authority and the Operator. Further, notwithstanding that the fees, costs, charges, and expenses payable to the Independent Auditor and the Independent Expert shall be borne by the Operator in accordance with the RFP Budget Guidelines and the Authority's instructions as may be issued and amended by it from time to time;
 - (b) the Independent Auditor and the Independent Expert shall act independently, objectively, and in an unbiased manner and shall perform their services for the benefit and in the best interests of the Project and not that of any other Person or entity and shall not act on any instructions issued by any Party in respect of the Project unless the same are:
 - (i) contemplated by this Agreement to be issued by such party; or
 - (ii) jointly issued by the Parties;
 - (c) the Independent Auditor and the Independent Expert shall be independent monitors, Experts, and/ or auditors and shall not be considered employees, agents, or representatives of the Parties or any other stakeholder in the Project or any affiliate of any of them for any purpose.

The Operator shall pay all fees, costs, charges, and expenses due to the Independent Auditor and the Independent Expert in a diligent and timely manner and in accordance with the terms of engagement of the Independent Auditor and the Independent Expert, respectively. Failure by the Operator to pay in a diligent and timely manner and in accordance with the terms of engagement of the Independent Auditor and the Independent Expert shall entitle the Authority to drawdown the Performance Security (without any notice, reference, or prior recourse to the Operator or any other Person) and utilize such amounts to directly make payment to the Independent Auditor and the Independent Expert, in which case the Operator shall forthwith replenish the Performance Security.

- 8.1.5 The Parties may replace the Independent Auditor and/ or the Independent Expert in any of the following circumstances:
- (a) if the Independent Auditor and/ or the Independent Expert have not discharged their duties incorporated in the Concession Agreement and Independent Expert and/ or Independent Auditor Agreement;
 - (b) if the Parties mutually agree not to renew the appointment of the Independent Auditor and/ or the Independent Expert; or

- (c) if the Independent Auditor and/ or the Independent Expert tender their resignation/ or termination of the contract in accordance with the terms of their appointment;
- (d) a material breach of the Independent Auditor and/ or Independent Expert of any of its obligations under this Agreement; and
- (e) if any of the Parties have reason to believe the Independent Auditor and/ or Independent Expert have not discharged their duties in a fair, appropriate, objective, reasonable, and diligent manner.

The Parties shall comply with **ANNEX VI (TERMS OF REFERENCE FOR THE INDEPENDENT EXPERT AND INDEPENDENT AUDITOR)** in appointing such replacement of Independent Auditor and/ or Independent Expert.

- 8.1.6 The Independent Auditor and the Independent Expert shall be required to act independently, reasonably, fairly, and expeditiously in fulfilling their duties and obligations under this Agreement.
- 8.1.7 The Independent Auditor and the Independent Expert shall, at all times during the Concession Period, have the right to enter upon and access the Facility to check the Operator's Project execution and Services performance, including its cross-verification of related record or any other aspect on the part of the Operator's obligation as specified under the RFP at any time during the Concession Agreement. The Operator shall assist the Independent Auditor and the Independent Expert during their attendance at the Facility. The Independent Auditor and the Independent Expert shall have no authority to delay or hinder the performance of the Services, except as expressly specified in this Agreement.
- 8.1.8 The Operator agrees that notwithstanding any approval (including any deemed approval) of, review by, or compliance with the instructions of the Independent Auditor and/ or the Independent Expert, the Operator shall be solely responsible for the Services and shall bear all risk and liability for the same.

8.2 COMMENCEMENT OF PERFORMANCE OF SERVICES

- 8.2.1 The Operator shall be obligated to commence the works and related services, in respect of the Facility as and from the Effective Date.
- 8.2.2 As and from the Effective Date, the Operator shall be entitled to demand and collect the Annuity Amount Payments in accordance with Article 8.

8.3 GENERAL REQUIREMENTS

- 8.3.1 The Operator, in order to convert each Facility into a Drug Rehabilitation Center, shall perform the Services and undertake the responsibility for the O&M, including repair & maintenance, of the Facility and shall perform the Services in a manner that is in compliance with the KPIs, the Operator's scope set out in the RFP and the Technical Proposal submitted by the Operator, the Applicable Laws, the Applicable Permits, and Good Industry Practices.
- 8.3.2 The Operator shall undertake the O&M of the Facility and perform the Services itself and/ or through its employees and agents possessing the requisite technical, financial, managerial, and teaching expertise and capability.
- 8.3.3 The Operator shall, at all times during the Concession Period, provide the Authority, the Independent Auditor, the Independent Expert, and their representatives with reasonable access to the Facility for monitoring the Services and conducting inspections and audits in accordance with this Agreement.
- 8.3.4 The Operator shall develop and implement a safety program for the Facility, comply with the Safety Regulations, and adopt appropriate safeguards and measures for the security of the environment, human life, and property at the Facility in accordance with the Applicable Laws and Good Industry Practice.

8.3.5 The Operator shall ensure inclusivity in the Facility listed in **ANNEX XV (DETAILS OF FACILITY)**, including providing a gender-sensitive environment to all patients and employees.

8.4 REPAIR AND MAINTENANCE OF THE FACILITY

8.4.1 The Operator shall maintain the Facility in line with Good Industry Practices and ensure that the Facility is fully operational throughout the Concession Period. The Operator shall be responsible for undertaking the operation and maintenance of the Facility during the Concession Period in accordance with the RFP Budget Guidelines.

8.4.2 The Operator shall schedule and conduct the initial repair and maintenance work, of the Facility to ensure the overall Facility is fully operational during the Services Period in accordance with the terms & conditions set out in the RFP. All the repair and maintenance work and the costs thereof shall be certified by the Independent Expert and Independent Auditor. The Authority shall disburse the costs of such repair and maintenance, as certified by the Independent Expert and Independent Auditor, to the Operator with the upcoming Annuity Amount Payment Date.

8.4.3 When the need arises for an unscheduled outage in order to undertake emergency maintenance during the Financial Year (the '**Unscheduled Outage**'), the Operator shall advise the Authority of such need and the commencement and estimated duration of such work. The Authority may allow the Operator to schedule such an outage within a period of time that is reasonable under the circumstances and not exceeding the time required by Good Industry Practices. The Operator shall advise the Authority of the above matters by notice in writing, and the Authority shall respond within three (3) working days of receiving such notice. In case an extension is required in the Unscheduled Outage period, such extension shall be subject to the prior written approval of the Authority.

8.4.4 If the Operator ceases to operate any Facility for a period of seventy-two (72) consecutive hours, other than due to a Force Majeure Event or an Unscheduled Outage, then the Authority shall be entitled, upon giving a twenty-four (24) hours prior written notice, to step in and undertake O&M and perform the Services at such Facility until the Operator demonstrates to the satisfaction of the Authority that it can and will resume normal operation of such Facility.

8.4.5 If the Authority has not notified the end of the step-in after the expiry of a period of ninety (90) Days starting from the date of step-in by the Authority, and except as otherwise agreed by the Parties, the Agreement shall automatically be terminated for an Operator Event of Default. The exercise of the Authority's rights under Article 7.4 shall be at the Operator's cost, risk, and expense. The Authority shall not be required to make any payments to the Operator during the time of step-in other than those payments that are already due and payable to the Operator under this Agreement prior to the time of step-in.

8.5 APPLICABLE PERMITS AND APPLICABLE LAWS

8.5.1 The Operator shall make any applications required in respect of and obtain all Applicable Permits for the performance of the Services to the Authority in accordance with the provisions of the Applicable Laws. The costs of complying with this requirement shall be borne solely by the Operator.

8.5.2 The Authority shall use reasonable endeavors to assist the Operator in obtaining the Applicable Permits from the relevant Government Authorities, provided that the Operator has complied with all the requirements contained in the Applicable Laws for applying for such Applicable Permits.

8.5.3 The Operator shall comply with the conditions of all Applicable Permits, the provisions of all Applicable Laws, and Good Industry Practices in carrying out the Services at the Facility at all times during the Concession Period.

8.5.4 In the event of any Lapse of Consent, the Operator shall notify the same the Authority (with a copy to the Independent Expert and the Independent Auditor) within three (3) Days after becoming aware thereof. Following receipt of such notification by the

Authority, the Operator shall provide the Authority with all documents and information notified by the Authority to the Operator in respect of such Lapse of Consent.

8.6 RECORDS, REPORTING, ACCOUNTS, AND AUDITS

- 8.6.1 The Operator shall maintain records (in both soft and hard format) of all movable and immovable assets including, but not limited to, books, resources, machinery, furniture, fixtures, equipment, etc., and patients, staff, and compliance with the KPIs and Budget Guidelines, as applicable, during the Concession Period.
- 8.6.2 The Operator shall maintain books of accounts recording all payments received from the Authority and other revenues derived/ collected from or on account of the Facility and the Services.
- 8.6.3 The Operator shall deliver to the Authority the following reports within the time specified below:
- (a) Quarterly and/ or annual reports, as applicable in terms of this Agreement, relating to the performance of Services at the Facility, meeting/ non-meeting of KPIs, compliance of applicable covenants, and a summary of the expenditure incurred during such Quarter prepared substantially in the form set out in **ANNEX V (REPORTING FORMS)** and delivered to the Authority, Independent Expert, and Independent Auditor, in writing (by email and post) within fifteen (15) Days after the end of each Quarter;
 - (b) reports on any critical damage or security lapse at the Facility leading to any interruptions or outages of the Facility to the Authority, Independent Expert, and Independent Auditor as soon as reasonably possible but not later than three (3) Days after each such occurrence; and
 - (c) reports on any material litigation (including any winding-up proceedings or notice to commence winding-up), proceedings or material disputes to which the Operator is a party, the appointment of a receiver or administrator in relation to the business or assets of the Operator, and any adverse orders or judgments passed by any Government Authorities that affects or is likely to affect the performance of the Services, to the Authority, Independent Expert, Independent Auditor, as soon as reasonably possible after the occurrence of such events.
- 8.6.4 The Operator shall generate detailed invoices in terms of this Agreement to the Independent Expert and Independent Auditor claiming the expenditure incurred (along with the bills/ invoices for the amount spent) for the particular Quarter, including the Management Fee.
- 8.6.5 Without limiting the Operator's obligations under Applicable Laws, during the Concession Period and for a period of three (3) years thereafter, the Operator shall, on demand, produce to the Authority all such evidence as may be reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to any of the provisions of this Agreement.
- 8.6.6 The Operator shall make available to the Authority, the Independent Expert, and the Independent Auditor all books and records maintained by the Operator upon a request being made by any of them. The Operator shall cause its employees and agents to fully cooperate and provide all assistance to the Authority, the Independent Expert, and the Independent Auditor.
- 8.6.7 The Operator shall keep the record up to date on HMIS and ensure timely submission of QPR and other reports.
- 8.6.8 The Authority, the Independent Expert, and the Independent Auditor shall reserve the right to access, make copies of, and audit all such books, records, accounts, financial statements, reports, evaluations, and any other information relating to the performance of the Services by the Operator under this Project.
- 8.6.9 The Operator shall provide the Authority with two (2) copies of its audited financial statements, along with a report thereon by the Independent Expert and Independent Auditor, within sixty (60) Days of the close of the Financial Year.

- 8.6.10 The Operator shall also provide the Authority and the Independent Auditor with two (2) copies of the Annual Progress report (APR) on a standardized reporting template as provided by the Authority, duly reviewed, and certified by the Independent Expert, within forty-five (45) Days of the close of the Agreement Year.
- 8.6.11 If the Independent Auditor reports an inaccuracy in any statement or computation that has resulted in an over-payment or an under-payment of an amount by a Party (the '**Payment Error**'), the amount of such Payment Error shall be adjusted in the next Quarterly payment due immediately after receipt of notification from the Independent Auditor of such Payment Error.
- 8.6.12 For the avoidance of doubt, the Operator shall be required to provide a Quarterly Progress Report (QPR) on a standardized reporting template (duly verified by the Independent Expert) on a Quarterly basis through HMIS to the Authority and the Independent Auditor, which will conform, inter alia, the meeting of the KPIs. Also, the Parties agree that the Operator shall conduct the financial audits in accordance with the Applicable Laws at the end of each Financial Year and provide the audited financial statements to the authority in accordance with this Agreement.
- 8.6.13 The Key Staff proposed by the Operator shall perform the work in accordance with the job description, as may be amended or updated by the Authority from time to time during the Concession Period, as stipulated in the Technical Bid. The Compliance Manager shall be responsible for ensuring that the Operator complies with its outside regulatory requirements and internal policies. S/he will be responsible for ensuring the Operator follows the terms and conditions, Key Performance Indicators (KPIs), reporting requirements, and Scope of Work under this Concession Agreement. The preliminary responsibilities of the Key Staff have been incorporated in **ANNEX I (TECHNICAL INFORMATION)** and CVs provided by the Operator with Technical Bid.

8.7 PROVISION OF UTILITIES

- 8.7.1 The Operator shall be solely responsible for arranging all utilities for the operation and maintenance of the Facility as set out in the RFP document. Notwithstanding the foregoing, the Authority shall be solely responsible for paying any outstanding dues or claims in respect of any utilities consumed at the Facility prior to the commencement of the Concession Period.
- 8.7.2 Where the Operator seeks to procure any utilities from Government Authorities, the Authority shall use reasonable endeavors to assist the Operator in obtaining rates from such Government Authorities

8.8 EMPLOYEES

8.8.1 Operator's Employees:

- 8.8.1.1** The Operator, in consultation with the Independent Expert, shall employ and shall be entitled to offer employment to the Staff having suitable experience and skill sets (the '**Operator's Employees**') on such terms and conditions as it deems fit, subject to Good Industry Practices and Applicable Laws., for the purposes of undertaking the O&M, and maintenance of the Facility and the performance of the Services within the Facilities listed in **ANNEX XV (DETAILS OF FACILITY)** during the Services Period in accordance with the requirements set out in Article 7.3.1 and the Budget Guidelines. The Operator's Employees shall be engaged for each shift separately unless there is a genuine need to engage any Operator's Employee for both shifts, in such case it shall be subject to the consent from the Independent Expert. For clarity purposes, the Operator shall utilize the Management Fee budget head for releases of salary or remuneration of any kind to its staff, except Key Staff as part of the Bid, appointed at its level and engaged or anywhere else, including head office and outside the Facility listed in **ANNEX XV (DETAILS OF FACILITY)** during the Services Period.
- 8.8.1.2 The Authority is not and shall not be treated as the "principal employer" of or be deemed to have any contractual or other relationship with the Operator's Employees under any of the Applicable Laws or Applicable Permits relating to labor issues. The Operator shall hold harmless and indemnify the Authority against all losses that arise

or that are incurred as a result of any claims made against the Authority in respect of matters relating to health and safety and the employment or welfare of the Operator's Employees.

The Operator shall be solely responsible for remunerating and making other payments to the Staff, as per the relevant contracts and considering the Budget Guidelines. The Operator shall ensure to release payments of all kinds to its Employees through cross-cheque or online payments from the designated bank accounts during the Services Period. The Operator shall also be responsible for and indemnify the Authority against any costs or losses suffered by the Authority in respect of any misconduct, violation of law, malpractice, or mistreatment of students by any of the Operator's Employees.

- 8.8.1.3 The Operator shall ensure the Key Staff proposed in the Technical Bid are available and engaged before the end of the IPP Period for performing services during the Concession Period. The Operator's proposed Key Staff will remain the same without any change. Any change of a Key Staff member that takes place at any time due to any reason beyond the reasonable control of the Operator, the Operator shall seek prior approval from the Authority regarding such replacement subject to the condition that such replacement has equivalent or better qualification, experience, and expertise. The Authority may require the Operator to remove and replace any Key Staff, stating reasons for such action, and the Operator, in such a case, shall be obligated to replace the same within thirty (30) Days. The Operator's failure to follow the given instructions within the stipulated time, the Authority shall pass instructions to the Independent Expert and Independent Auditor for stoppage of the remuneration to the extent of that proposed Key Staff recommended for replacement by the Authority.

8.8.2 Appraisal of the Employees:

The Operator shall evaluate the Employees on an annual basis in accordance with the timelines agreed upon between the Parties. The evaluation and appraisal of the Employees shall be based on the Employment Criteria. The Operator shall provide the report containing the evaluation of all Employees, carried out at the end of each year, to the Authority within thirty (30) Days of the end of each such year.

8.8.3 Training of Employees:

- 8.8.3.1 The Operator shall ensure that the Employees are at all times properly trained in accordance with this Agreement and Good Industry Practices for their respective functions.
- 8.8.3.2 The Operator shall not discriminate between the Employees with regard to their Training, development, evaluation, and appraisals.
- 8.8.3.3 The Authority may assist the Operator in arranging for appropriate Training programs for the Employees, and the Parties shall agree upon a Training schedule at least thirty (30) Days prior to the start of such Training(s), which Training schedule shall specify the number and details of Training to be attended by each Employee and the relevant Party who will arrange and pay for such Training.
- 8.8.3.4 In no event, whether upon expiration or early Termination of the Concession Period, the Authority will be liable to reimburse or indemnify the Operator against any costs or liabilities (including any liability to pay retrenchment compensation) arising as a result of the termination of the employment of any or all of the Operator's Employees. The Operator shall be responsible for discharging all such costs or liabilities arising by operation of law.

8.9 **ADDITIONAL SERVICES**

- 8.9.1 Either Party (Authority or the Operator) may request, if permitted under the law, for any additional/ ancillary treatment services. Request for additional services shall be communicated in writing by one Party, which may be accepted or declined by the other Party. In case of acceptance of the request for additional services, the Operator shall be responsible for executing the additional services on agreed terms and conditions in the stipulated timeframe, and the Authority, in consideration of the Operator's additional services, may reimburse or provide payments for such services

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT HOSPITAL, 50
BEDDED FACILITY, SECTOR 5-D, LAL MARKET, NEW KARACHI UNDER PPP MODE**

using the contingency head or Reappropriation, as applicable, during the Concession Period following the terms of this Agreement.

9 ANNUITY AMOUNT PAYMENTS AND INVOICING

9.1 ANNUITY AMOUNT PAYMENTS

9.1.1 Subject to the provisions of this Agreement and in consideration of the Concession and the undertaking by the Operator to perform and discharge its obligations in accordance with the terms and conditions set out in this Agreement, the Authority agrees and undertakes to pay each Payable Annuity Amount Payment to the Operator on its corresponding Annuity Amount Payment Date in accordance with the terms of this Agreement.

9.2 ANNUITY AMOUNT PAYMENT ADJUSTMENT EVENTS & ANNUITY AMOUNT PAYMENT ADJUSTMENT

9.2.1 The Annuity Amount Payments payable by the Authority to the Operator on each Annuity Amount Payment Date shall be subject to Annuity Amount Payment Adjustment (as calculated in accordance with the Annuity Amount Payment Adjustment Formula and the Budget Guidelines) due to the occurrence of the Annuity Amount Payment Adjustment Events during the Annuity Amount Payment Evaluation Period relating to such Annuity Amount Payment Date.

9.2.2 The following events (as certified in writing by the Independent Expert) shall constitute the Annuity Amount Payment Adjustment Events, provided that the same shall not constitute an Annuity Adjustment Event in case the same results from the Permitted Events (excluding Non-Political Events) (the **Annuity Amount Payment Adjustment Events**):

(a) the Facility has remained out of operation at any time during an Financial Year of the Services Period; or

(b) the Independent Expert determines that:

(i) the Operator has not met any one or more of the KPIs or has failed to attain the requisite percentage of any particular KPI;

(ii) the Operator has failed to maintain the Facility in accordance with the provisions of this Agreement (as permitted in the Reporting Forms, if applicable) or Budget Guidelines or Operator's Bid, irrespective of whether the Facility has been functioning properly or not; and

(iii) the Key Staff has failed to perform roles and responsibilities as set out in Article 7.6.13.

9.2.3 At the occurrence of Annuity Amount Payment Adjustment Events, a Notice of Annuity Amount Payment Adjustment will be given to the Operator by an Independent Expert relating to compliance with unmet or partially met KPIs and the performance of Key Staff. The Operator shall, in this case, be subjected to the Annuity Amount Payment Adjustment Events as set out in **ANNEX XII (ANNUITY AMOUNT PAYMENT ADJUSTMENT FORMULA)**. In case the Operator meets the prerequisite(s) as set out in the Notice of Annuity Amount Payment on or before the end of the next Quarter or the date specified in the Notice of Annuity Amount Payment Adjustment, then the cost associated with the fulfillment of unmet or partially met KPI should be redeemed (except Annuity Amount Payment Adjustment relating to the performance of Key Staff) to the Operator in the corresponding Quarter.

9.2.4 In the event that the Facility is not operational during ten (10) working days given the Academic Year or three (3) working days in a given Quarter of the Academic Year during the Concession Period (as determined by the Independent Expert), the same shall constitute an Operator Event of Default and the Authority may at its discretion terminate this Agreement in accordance with Article 15.1 except in cases where the same is due to the Permitted Events.

9.3 DETERMINATION OF PAYABLE ANNUITY AMOUNT PAYMENT & ANNUITY AMOUNT PAYMENT CERTIFICATE

- 9.3.1 In respect of each Quarter, within five (05) Days of the Annuity Amount Payment Evaluation Date relating to an Annuity Amount Payment Date, the Operator shall submit the Quarterly Progress Report (QPR) to the Independent Expert and simultaneously the Quarterly Expense Summary (QES) along with supporting evidence to the IA; subsequently, the Independent Expert shall issue a verified evaluation report within next fifteen (15) Days to the Independent Auditor with the copy to the Authority and Operator. The Independent Auditor will issue a written certificate within five (05) Days in respect of such Annuity Amount Payment Date (the '**Annuity Amount Payment Certificate**') to the Operator, the Authority, and the Authority Annuity Amount Payment Account Bank setting out (wherever applicable):
- (a) the Annuity Amount Payment Adjustment Events (excluding the first two quarters of Year 1) occurring in the Annuity Amount Payment Evaluation Period relating to such Annuity Amount Payment Date;
 - (b) the Annuity Amount Payment Adjustment along with Annuity Amount Payment Adjustment Event Notice (excluding the first two quarters of Year 1) as calculated based on the Annuity Amount Payment Adjustment Events occurring in the Annuity Amount Payment Evaluation Period relating to such Annuity Amount Payment Date;
 - (c) the Payable Annuity Amount Payment to be paid on such Annuity Amount Payment Date;
 - (d) the Annuity Payment Account Funding Amount to be funded by the Authority;
 - (e) the Quarterly fee payments to the Independent Expert and Independent Auditor as per the payment schedule of the Independent Expert Agreement and Independent Auditor Agreement; and
 - (f) the calculation of applicable taxes, which are to be deducted by the Authority being the withholding Agent, from Quarterly Annuity Amount Payment.

9.4 PAYMENT OF ANNUITY AMOUNT PAYMENTS

- 9.4.1 At least five (5) Days prior to each Annuity Amount Payment Date, the Authority shall deposit the Payable Annuity Amount Payment into the Authority Annuity Amount Payment Account.
- 9.4.2 Following the issuance of the Annuity Amount Payment Certificate by the Independent Auditor, the Operator, and the Independent Auditor (where applicable) shall (at least five (05) Days for each Quarter prior to the Annuity Amount Payment Date relating to such Annuity Amount Payment Certificate):
- (a) deliver an invoice (together with copies of the Annuity Amount Payment Certificate appended thereto) to the Authority in triplicate demanding payment of the Payable Annuity Amount Payment from the Authority Annuity Amount Payment Account (the '**Annuity Amount Payment Invoice**'); and
 - (b) deliver the Annuity Amount Payment Certificate to the Authority Annuity Amount Payment Account Bank for payment to the Operator of the Payable Annuity Amount Payment on the relevant Annuity Amount Payment Date through, as per Annuity Amount Payment Account Standing Instructions, debiting of funds standing to the credit of the Authority Annuity Amount Payment Account on the Annuity Amount Payment Date in an amount equal to the Payable Annuity Amount Payment and crediting of the same to the Operator Annuity Amount Payment Account on the Annuity Amount Payment Date.
- 9.4.3 Any Dispute between the Parties in respect of any matters set out in the Annuity Amount Payment Certificate shall be resolved in accordance with the provisions of Article 18, provided, however, such Dispute shall not affect the payment of the Payable Annuity Amount Payment (as set out in the **Annuity Amount Payment Certificate**) to the Operator in accordance with the provisions of Article 17 provided, further, that following resolution of such Dispute, adjustments to the Annuity Amount Payments (to the extent required) shall be made in accordance with the determination/ resolution of the Dispute.

9.5 AUTHORITY ANNUITY AMOUNT PAYMENT ACCOUNT

- 9.5.1 The Authority shall establish and maintain the Authority Annuity Amount Payment Account as soon as possible after signing this Agreement and until the Expiry Date or on the disbursement of the last Annuity Amount Payment Certificate issued by the Independent Auditor. The Authority Annuity Amount Payment shall be an Escrow Account.
- 9.5.2 The Authority shall issue irrevocable standing instructions to the Authority Annuity Amount Payment Account Bank (in form and substance agreed between the Parties) (the '**Authority Annuity Amount Payment Account Standing Instructions**') containing, inter alia, instructions to the Authority Annuity Amount Payment Account Bank:
- (a) to debit the Authority Annuity Amount Payment Account on each Annuity Amount Payment Date (upon receipt of an Annuity Amount Payment Certificate relating to such Annuity Amount Payment Date) in an amount equal to the Payable Annuity Amount Payment and credit the same to the Operator Annuity Amount Payment Account;
 - (b) in the event of Termination of this Agreement, to debit the Authority Annuity Amount Payment Account in an amount equal to the Unpaid Termination Payment Amount and credit the same to the Operator Annuity Amount Payment Account, in accordance with the provision of Article 17.
- 9.5.3 The Authority Annuity Amount Payment Account Standing Instructions issued by the Authority shall be irrevocable and shall remain effective, in each case, until the Expiry Date or on the disbursement of the last Annuity Amount Payment Certificate issued by an Independent Auditor, and no withdrawal from the Authority Annuity Amount Payment Account may be made by the Authority, except as provided in this Agreement.
- 9.5.4 The Authority Annuity Amount Payment Account Standing Instructions (or any part thereof) issued by the Authority may be revoked pursuant to a written revocation notice duly executed and confirmed by the Parties.
- 9.5.5 The Authority Annuity Amount Payment Account shall be strictly operated and maintained in accordance with the Authority Annuity Amount Payment Account Standing Instructions. Further, the Authority hereby undertakes and covenants with the Operator that it shall not create, incur, permit, assume, or suffer to exist any encumbrance whatsoever upon or with respect to the Authority Annuity Amount Payment Account.
- 9.5.6 The Authority shall fund the Authority Annuity Amount Payment Account in an amount equal to the Annuity Payment Account Funding Amount on each Annuity Amount Payment Account Funding Date until the Expiry Date in accordance with this Agreement.

10 EMERGENCY STEP-IN

- 10.1 Upon the occurrence of an Emergency, the Authority reserves the right to suspend the performance of the Services by the Operator and to step in and take control over the O&M and the performance of the Services temporarily. The Authority may only exercise such right of suspension by issuing a prior written notice of at least forty-eight (48) hours.

The notice shall set out the following, to the extent possible in light of the circumstances of the Emergency:

- (a) the nature of the Emergency and the reason for the step-in;
- (b) the date on which the Services are suspended;

- (c) the likely duration of the suspension; and
 - (d) the effect of the suspension on the Operator and any reasonable obligations of assistance required of the Operator during the suspension period.
- 10.2 During the suspension of the performance of the Services by the Authority pursuant to Article 10.1 above:
- (a) the Operator shall be relieved from its obligations to provide the Services but shall provide reasonable assistance to the Authority upon request;
 - (b) the Authority shall be responsible for bearing all costs and expenses, excluding those on the part of the Operator, in relation to the O&M (including any agreed or scheduled maintenance) and the performance of the Services; and
 - (c) the Operator shall not be entitled to any other payment or relief from the Authority in connection with such suspension and step-in.
- 10.3 If the suspension of the performance of the Services by the Operator pursuant to Article 10.1 above continues for a period exceeding thirty (30) Days, then the Operator shall be entitled to terminate this Agreement by giving a notice of at least thirty (30) Days.
- 10.4 On Termination of this Agreement pursuant to Article 10.3 above, the Authority shall pay the Termination Compensation to the Operator in accordance with Article 17. Only for the purpose of determination of the Termination Compensation payable by the Authority, the suspension of the Services to be provided by the Operator and the performance of Services by the Authority in accordance with this Article 10 shall be treated as an Authority's default (the '**Authority Event of Default**') unless such the Emergency or step-in was caused by an Operator Event of Default.

All other consequences of Termination that are set out in Article 16.4 shall apply.

11 OPERATOR SHAREHOLDING

11.1 SHAREHOLDING INFORMATION

11.1.1 The Operator represents and warrants to the Authority that at the date of execution of this Agreement, the membership of the Operator is as follows:

Sr. No.	Name & CNIC Number	Designation
1		
2		
3		
4		
5		
6.		

11.1.2 (Each of which shall be a "Shareholder" for the purposes of this Agreement) and that no arrangements are in place that has or may have resulted in any change in the membership of the Operator.

11.2 CHANGE IN OWNERSHIP AND/ OR CONTROL

11.2.1 Subject to Article 11.2.3, the Operator shall not undertake or permit and hereby undertakes to procure that the Shareholders, as set out in Article 11.1.1, shall not undertake or permit at any time any Change in Ownership and/ or Control unless such Change in Ownership and/ or Control:

- (a) is required by any Applicable Laws or by the operation of the Applicable Laws or by order of a court, tribunal, or Government Authority with appropriate jurisdiction; or
- (b) is affected with the prior written approval of the Authority, which approval shall not be unreasonably withheld if the Transferor demonstrates to the Authority that the Transferee is at least as legally, technically and financially qualified and suitable to meet the Transferor's Project obligations. In this regard:
 - (i) the Transferor, or the Operator on behalf of the Transferor, shall submit to the Authority documents in respect of the Transferee to reasonably demonstrate that the Transferee is at least as legally, technically, and financially qualified and suitable to meet the Transferor's Project obligations;
 - (ii) the Authority shall review such documents and notify the Transferor, with a copy to the Operator, of its written determination based on such review no later than ninety (90) Days following the date of submission of all required documentation by the Transferor; and
 - (iii) if the Authority does not notify its written determination within the time period set out above, the Authority shall be deemed to have approved the transfer or assignment.

11.2.2 Without prejudice to the provision of Article 11.2.1 and subject to Article 11.2.3, the Operator shall not undertake or permit and hereby undertakes to procure that each of the Shareholders (excluding the Shareholders set out in Article 11.1.1) of the Operator do not undertake or permit any transfers or assignments of their shares or interests in shares of the Operator until the Expiry Date unless the same:

- (a) is required by any Applicable Laws or by the operation of the Applicable Laws or by order of a court, tribunal, or Government Authority with appropriate jurisdiction; or
- (b) is affected with the prior written approval of the Authority.

11.2.3 Notwithstanding anything to the contrary set out herein, the Operator shall not undertake or permit and hereby undertakes to procure that each Transferor does not undertake or permit any transfers or assignments of its shares or interests in shares of the Operator to any Transferee:

- (a) whose nationality is restricted by the Applicable Laws; and
- (b) that has been named and has entered into any transaction with, or for the benefit of, any of the individuals or entities named on lists of sanctioned Persons promulgated by the United Nations Security Council or its committees pursuant to any resolution under Chapter VII of the United Nations Charter.

12 CHANGE IN LAW

12.1 CONSEQUENCES OF QUALIFYING CHANGE IN LAW

12.1.1 If a Qualifying Change in Law occurs, then within ninety (90) Days of its occurrence, either Party may notify the other, expressing its opinion on its likely effects, giving details of its opinion of:

- (a) any necessary change in the O&M or in the Services to be performed;
- (b) whether any changes are required to the terms of this Agreement to deal with such Qualifying Change in Law;
- (c) whether relief from compliance with obligations is required, including the obligation of the Operator to meet the KPIs, on the occurrence of any relevant Qualifying Change in Law;
- (d) any increase in costs or delay that will result from the Qualifying Change in Law;
- (e) any capital expenditure that is required or no longer required as a result of a Qualifying Change in Law taking effect during the Concession Period; and
- (f) in each case giving in full detail the procedure for implementing the change in the O&M or the performance of the Services.

A Party suffering from a Qualifying Change in Law shall not be entitled to claim any relief under Article 12.1 unless it has served the notice within the time period set out above.

12.1.2 As soon as practicable after receipt of any notice from either Party under Article 12.1.1 above, the Parties shall discuss and attempt to agree on the issues referred therein and any ways in which the Operator can mitigate the effect of the Qualifying Change in Law, including:

- (a) providing evidence that the Operator has used reasonable endeavors to minimize any increase in costs and maximize any reduction in costs;
- (b) demonstrating to the Authority that the Qualifying Change in Law is the direct and primary cause of the increase in costs and/ or delay and the estimated increase in costs or delay could not reasonably be expected to be mitigated or recovered by the Operator; and
- (c) demonstrating that any expenditure which was anticipated to be incurred to replace or maintain assets that have been affected by the Qualifying Change in Law has been taken into account in the amount stated in its opinion presented under Article 12.1.1.

12.1.3 If the Parties have complied with Articles 12.1.1 and 12.1.2 and the Parties mutually agree, or it is determined by the Independent Expert or Independent Auditor in accordance with Article 18.1.2 that the Operator is required to incur additional capital expenditure or the Operator has suffered any increase in costs due to a Qualifying Change in Law, then the Operator shall (subject to the provisions of this Article 12.1) be entitled to receive compensation from the Authority either by way of a lump-sum payment or by any other means that the Parties mutually agree.

12.1.4 The quantum of relief (whether an extension of time or compensation) that the Operator shall be entitled to under Article 12.1.3 shall be as agreed by the Parties or as determined by the Independent Expert or Independent Auditor in accordance with Article 18.1.2, always provided that:

- (a) the Operator shall bear any increased cost or loss of net profit after tax, up to the Threshold Limit; and
- (b) the Operator shall only be entitled to relief that is reasonable for such Qualifying Change in Law.

12.1.5 If the Operator enjoys any reduction in costs as a result of the occurrence of the Qualifying Change in Law, provided that such reduction in costs of the Operator as a result of the occurrence of the Qualifying Change in Law is more than the Threshold Limit, then the Parties may decide to compensate the Authority by way of a lump-sum payment or by any other means that the Parties may mutually agree.

12.2 CONSEQUENCES OF FUNDAMENTAL CHANGE IN LAW

12.2.1 If a Fundamental Change in Law occurs or is shortly to occur, then either Party may notify the other expressing its opinion on:

- (a) the likely effects of such Fundamental Change in Law on the validity and enforceability of this Agreement or on the rights and benefits accruing to the Operator; and
- (b) the ability of the Parties to renegotiate the terms of this Agreement to mitigate the effects of such Fundamental Change in Law while adhering to the original commercial and financial position of the Parties.

12.2.2 As soon as practicable after receipt of any notice from either Party under Article 12.2.1 above, the Parties shall meet to renegotiate and agree on the amendments to the terms of this Agreement.

12.2.3 If the Parties are unable to agree on necessary amendments to the terms of this Agreement to give effect to the original commercial and financial position of the Parties within a period of ninety (90) Days from the date on which a notice is issued under Article 12.2.1, then either Party shall be entitled to terminate this Agreement by giving a notice of thirty (30) Days.

12.2.4 On Termination of this Agreement pursuant to Article 12.2.3 above, the Authority shall pay the Termination Compensation. Only for the purpose of determination of the Termination Compensation payable by the Authority the occurrence of a Fundamental Change in Law shall be treated as an "**Authority Event of Default**".

13 INDEMNITY AND INSURANCE

13.1 INDEMNITY

13.1.1 Subject to Article 13.1.2 below, the Operator shall be responsible for and indemnify the Authority, its employees, agents, and contractors on demand from and against all liability for:

- (a) death or personal injury of any persons;
- (b) loss of or damage to property (including the Facility or other property belonging to the Authority or for which the Operator is responsible);
- (c) non-compliance by the Operator with Applicable Laws or Applicable Permits;
- (d) actions, claims, demands, costs, charges, and expenses (including legal expenses);
- (e) any adverse site conditions or environmental damage at the Facility (whether pre-existing or caused by or arising from the use of the Facility);
- (f) any proceedings against the Authority by any relevant Government Authority (including any withholding or deduction from amounts payable to the Authority by that Government Authority) for the failure of the Operator to comply with any of its obligations hereunder.

which may arise out of, or in consequence of, the operation and maintenance of the Facility, the performance of the Services, and any other performance or non-performance by the Operator of its obligations under this Agreement.

13.1.2 The Operator shall not be responsible or be obliged to indemnify the Authority to the extent of any injury, loss, damage, cost and expense caused by the negligence or willful misconduct of the Authority or breach by the Authority of its obligations under the Agreement.

13.1.3 The Authority shall have the right, but not the obligation, to contest, defend, and litigate any claim, action, suit or proceeding by any third party alleged or asserted against it in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified under this Agreement, and the reasonable costs and expenses thereof shall be subject to the indemnification obligations of the Operator.

13.2 INSURANCE

13.2.1 The Operator shall obtain and maintain in effect necessary insurance coverage as per Good Industry Practices from a PACRA rating Insurance agency with a credit rating of either "AAA" or "AA+" or "AA" for the Concession Period as per the budget proposed in the Financial Bid and in accordance with the Budget Guidelines.

14 FORCE MAJEURE

14.1 FORCE MAJEURE EVENT

14.1.1 A "**Force Majeure Event**" shall mean any event or circumstance or combination of events or circumstances (including the effects thereof) that is beyond the reasonable control, directly or indirectly, of a Party and that on or after the Effective Date materially and adversely affects the performance by such affected Party (the '**Affected Party**') of its obligations under or pursuant to this Agreement; provided, however, that, such material and adverse effect could not have been prevented, overcome or remedied in whole or in part by the Affected Party through the exercise of diligence and reasonable care, it being understood and agreed that reasonable care includes acts and activities to protect the Facility from a casualty or other event that are reasonable in light of the probability of the occurrence of such event, the probable effect of such event if it should occur and the likely efficacy of the protection measures. Without limiting the generality of the foregoing, "**Force Majeure Events**" hereunder shall include each of the following events and circumstances (including the effects thereof), but only to the extent that each satisfies the requirements above:

- (a) the following political events that occur inside or directly involve the province of Sindh and affect the Operator's ability to undertake the Services or operate the Facility (each a **Political Event**):
 - (i) any act of war (whether declared or undeclared), invasion, armed conflict, or act of a foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, or act or campaign of terrorism or political sabotage; or
 - (ii) any Lapse of Consent of which report to the Authority, the Independent Expert, and the Independent Auditor shall have been given under Article 7.5.4, and that shall have existed for thirty (30) consecutive Days or more; or
 - (iii) any strike, work-to-rule, go-slow, or analogous labor action that is politically motivated or is widespread or nationwide.
- (b) the following events beyond the reasonable control of the affected Party (each a **Non-Political Event**), including, but not limited to:
 - (i) lightning, fire, earthquake, tsunami, flood, storm, cyclone, typhoon, tornado, or other natural disaster or act of God;
 - (ii) any Lapse of Consent of which report to the Authority, the Independent Expert, and the Independent Auditor shall have been given under Article 7.5.4, and that shall have existed for less than thirty (30) consecutive Days; or
 - (iii) any strike, work-to-rule, go-slow, or analogous labor action that is not politically motivated or is not widespread or nationwide; or
 - (iv) explosion, chemical contamination, radioactive contamination, or ionizing radiation (except to the extent any of the foregoing events or circumstances results directly from a Political Event, in which case such event or circumstance shall constitute a Political Event); or
 - (v) pandemic, epidemic, or plague; or
 - (vi) accident, explosion, or chemical contamination;
- (c) Force Majeure Events shall expressly not include the following conditions, events, or circumstances:

- (i) late delivery or interruption in the delivery of any equipment, machinery, or material caused by default, negligent acts, or omission on the part of the Operator or any of its sub-contractors;
- (ii) a delay in the performance of any Employee;
- (iii) a breakdown in the Facility or any part thereof;
- (iv) normal wear and tear or random flaws in the Facility or the assets located thereon;
- (v) any failure to research, consider, plan for, or take into account reasonably foreseeable ground and weather conditions at the Facility;
- (vi) late performance by the Operator or any of its sub-contractors, caused by the failure of the Operator or such subcontractor for any reason, including failure to engage qualified sub-contractors and suppliers, failure to hire adequate personnel or labor, or any failure of sub-contractors hired by the Operator to perform their respective obligations; and
- (vii) inability to obtain or maintain adequate funding for the Project by the Operator;

Provided that each of the events described in clauses (c)(i) to (vi) shall constitute a Force Majeure Event to the extent that such events or circumstances are caused by an event or circumstance that is in itself a Force Majeure Event whether experienced directly by the Operator or the Employees.

14.2 OBLIGATION TO NOTIFY

14.2.1 Notwithstanding anything contained herein, the Affected Party shall, as soon as practicable, and in any case within forty-eight (48) hours of the occurrence of a Force Majeure Event or from the date of having knowledge thereof, notify the Independent Expert, the Independent Auditor, and the other Party, of the occurrence of the Force Majeure Event by the issuance of a notice in writing (the '**Force Majeure Notice**').

14.2.2 The Affected Party shall provide all relevant details in respect of the Force Majeure Event in the Force Majeure Notice, including but not restricted to the following:

- (a) the nature and extent of the Force Majeure Event;
- (b) the estimated Force Majeure Period;
- (c) the nature of and the extent to which performance of any of the Affected Party's obligations under this Agreement are affected by the Force Majeure Event;
- (d) the measures which the Affected Party has taken or proposes to undertake to alleviate/ mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations that are affected by the Force Majeure Event; and
- (e) any other relevant information concerning the Force Majeure Event and/ or the rights and obligations of the Parties under this Agreement.

14.2.3 The Parties shall, as soon as practicable upon the receipt of the Force Majeure Notice and in any case within five (5) Days from the date of receipt of the same, convene a meeting, along with the Independent Expert for the purpose of conducting discussions, in good faith, and where necessary the Parties shall agree to conduct inspections and/ or surveys of the Facility in order to:

- (a) assess the impact of the underlying Force Majeure Event;
- (b) to determine the likely duration of the Force Majeure Period; and

- (c) to formulate damage mitigation measures and the steps to be undertaken by the Parties for resumption of the obligations, the performance of which had been affected by the Force Majeure Event.

14.2.4 The Affected Party shall, during the Force Majeure Period, provide the other Party with regular (not less than weekly) reports and additional information, details, and/ or documents that the other Party may reasonably require.

14.3 CONSEQUENCE OF FORCE MAJEURE EVENT

14.3.1 Upon the occurrence of a Force Majeure Event, the following shall apply:

- (a) there shall be no Termination of this Agreement except in accordance with the provisions of Article 14.5 and Article 16;
- (b) in the event of the occurrence of a Force Majeure Event:
 - (i) the timelines for performance by the Operator of its relevant obligations to be performed shall be extended by the Force Majeure Period (as determined by the Independent Expert and the Independent Auditor);
 - (ii) if the Independent Expert determines, the Operator shall be excused from the fulfillment of the KPIs for the duration of the Force Majeure Period, and the Parties, in consultation with the Independent Expert, may revise the KPIs to be fulfilled by the Operator for the Year in which the Force Majeure Event occurs;
 - (iii) All costs, fees, expenses, and charges arising from and relating to the Force Majeure Event shall be allocated in accordance with Article 14.4;

Provided, however, that no relief, including the extension of time for performance of the Services, shall be granted to the Affected Party to the extent that such failure or delay would nevertheless have been experienced by the Affected Party had the Force Majeure Event not occurred.

14.4 ALLOCATION OF COSTS ARISING OUT OF FORCE MAJEURE

14.4.1 Upon the occurrence of a Force Majeure Event, the Authority shall fund and bear the Force Majeure costs (less any insurance proceeds, if any, received by the Operator in respect of such Force Majeure Event).

14.4.2 In case of the continuing effect of Force Majeure for over one (1) Quarter, the Management Fee as per the Annuity Amount Payment Schedule may be claimed by the Operator subject to the adjustment of such Management Fee (in case the adjustment is required) at the end of Force Majeure Event.

14.4.3 Save, and except as expressly provided in Article 14.4.2, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands, and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

14.5 TERMINATION NOTICE FOR FORCE MAJEURE EVENT

14.5.1 If:

- (a) a Force Majeure Event subsists for a continuous period of one-hundred-twenty (120) Days; either Party may, in its discretion, terminate this Agreement by issuing a Termination Notice to the other Party; or
- (b) in case of a Political Event, the Authority determines that the Force Majeure costs relating to the same are unacceptable, then the Authority may, at its discretion, terminate this Agreement by issuing a Termination Notice to the Operator;

In each case above, without being liable in any manner whatsoever, save as provided in Articles 14.5 and Article 14.6, and upon the issue of such Termination Notice, this

Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith, provided, that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant fifteen (15) Days to make a representation, and may after the expiry of such fifteen (15) Days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

14.6 TERMINATION PAYMENT FOR FORCE MAJEURE EVENT

14.6.1 The Authority shall pay Termination Compensations, if any, as a result of Termination due to a Force Majeure Event in accordance with Article 17 of this Agreement.

14.7 FORCE MAJEURE DISPUTE RESOLUTION

14.7.1 In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute resolution procedure, provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/ or excuse on account of such Force Majeure Event.

14.8 EXCUSE FROM PERFORMANCE OF OBLIGATIONS

14.8.1 If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations (except payment obligations) to the extent it is unable to perform on account of such Force Majeure Event; provided, that:

- (a) the suspension of performance shall be of no greater scope and no longer duration than is reasonably required by the Force Majeure Event and/ or of the effects of the same;
- (b) the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and
- (c) when the Affected Party is able to resume the performance of its obligations under this Agreement, it shall give to the other Party (with a copy to the Independent Expert and the Independent Auditor) notice to that effect and shall promptly resume the performance of its obligations hereunder.

15 EVENTS OF DEFAULT

15.1 THE OPERATOR EVENT OF DEFAULT

"Operator Event of Default" means any of the following events arising out of any acts or omissions of the Operator and which have not occurred as a direct consequence of any Authority Event of Default, a Qualifying Change in Law, a Fundamental Change in Law or a Force Majeure Event and (unless otherwise provided for in this Agreement) where the Operator has failed to remedy the defects specified in the Remedial Action Notice issued in accordance with Article 16.1.1:

- (a) abandonment by the Operator which means a cessation of the performance of Services or other obligations of the Operator for a period of ten (10) working days in a given Academic Year or three (3) working days in a given Quarter of the Academic Year;
- (b) the breach by the Operator of its obligations to maintain insurance in accordance with Article 13 and the Agreement;
- (c) the breach by the Operator of its material obligations under this Agreement;
- (d) reduction or interruption in the availability of Facility, excluding Scheduled Outage, for a period of ten (10) Days in the aggregate;
- (e) any material representation made or warranties given by the Operator under this Agreement being false or misleading;
- (f) failure of the Operator to obtain and maintain a valid Performance Security under Article 5.1;
- (g) failure to obtain IPP Period Notification within stipulated timeline from IA and IE;
- (h) breach of the Operator's obligations under Article 11;
- (i) the Operator entering into liquidation or similar state or if any order is made for the compulsory winding up or dissolution of the Operator or if the Operator becomes unable to pay its debts as they fall due or the appointment of a receiver or administrator in respect of the Operator, its business and assets or any restructuring, re-organization, amalgamation, arrangement or compromise affecting the Operator's ability to fulfill its obligations under this Agreement or that otherwise has or may have a Material Adverse Effect (in the reasonable opinion of the Authority);
- (j) the occurrence of a Sanctionable Practice;
- (k) failure of the Operator to make any payments that are due to be made to the Authority under this Agreement, and if such failure is not cured within a period of sixty (60) Days;
- (l) failure to maintain the proposed Key Staff members, including the replacement of the Key Staff on the instructions provided by the Authority during the Concession Period, in accordance with the qualification and experience given in the curriculum vitae of the Key Staff as submitted by the Operator in Technical Proposal at the time of bidding process;
- (m) any material deviation or resistance arising out of the reports of the Compliance Officer and from that of the Independent Expert that may vary, alter or put in doubt the state of the affairs of the operations at the Facility in accordance with this Agreement;

- (n) any material deviation from the RFP, including the Budget Guidelines or any other part of the RFP, or a failure to fulfill any other material obligations under this Agreement;
- (o) Performance based deductions in such a manner that 100% management fees deducted in four (04) consecutive quarters except in case of Permitted Events.

15.2 AUTHORITY EVENT OF DEFAULT

"Authority Event of Default" means any of the following events, unless such an event has occurred as a consequence of the Operator Event of Default, a Qualifying Change in Law, a Fundamental Change in Law or a Non-Political Force Majeure Event and only where the Authority has failed to remedy the defects specified in the Remedial Action Notice issued in accordance with Article 16.1.1 within the Remedial Period:

- (a) Failure to maintain and/ or fund the Authority Annuity Amount Payment Account in accordance with the provisions of this Agreement;
- (b) breach of the obligations with respect to the transfer or assignment of its rights and obligations under this Agreement as provided in Article 20.12;
- (c) any material representation made or warranties given by the Authority under this Agreement being false or misleading;
- (d) a failure by the Authority to fulfill any other material obligations under this Agreement;
- (e) a Change in Law that
 - (i) renders this Agreement unenforceable, or
 - (ii) prevents any Party from exercising its rights and/ or performing its obligations hereunder, or
 - (iii) prevents the Operator from undertaking the Services pursuant to this Agreement; and/ or
- (f) failure of the Authority to make any payments that are due to be made to the Operator under this Agreement, and if such failure is not cured within a period of ninety (90) Days.

16 REMEDY OF DEFAULTS AND TERMINATION PROCEDURE

16.1 Performance of Obligations

- 16.1.1 If at any time either Party has failed to perform any of its obligations under this Agreement, and that failure is capable of remedy, then the other Party may serve a notice (the '**Remedial Action Notice**') requiring such Party to remedy that failure (and any damage resulting from that failure) within a stipulated period (the '**Remedial Period**').
- 16.1.2 If the Party, on whom a Remedial Action Notice is served, fails to remedy the Event of Default within the Remedial Period, or if no Remedial Action Notice is given pursuant to Article 16.1.1, the non-defaulting Party may deliver a notice to the defaulting Party stating its intention to terminate this Agreement (the '**Notice of Intent to Terminate**'). The Notice of Intent to Terminate shall specify, with reasonable detail, the grounds on which Termination is sought and any relevant defaults committed by the defaulting Party.
- 16.1.3 Provided that in case of Article 15.1 (a), (h) and (i), the Authority shall have the right to immediately deliver a Notice of Intent to terminate, without any obligation to first serve a Remedial Action Notice or to provide a Remedial Period to the Operator.
- 16.1.4 The provisions of this Agreement, to the fullest extent necessary to give effect thereto, shall survive the term of the Agreement or the Termination of this Agreement, and the obligations of Parties to be performed or discharged following the Termination of this Agreement shall accordingly be performed or discharged by the Parties.

16.2 CONSEQUENCES OF DEFAULT

16.2.1 Event of Default Remedy Period

- (a) following the service of the Notice of Intent to Terminate, the defaulting Party shall have a period of not less than ninety (90) Days (the '**EoD Remedy Period**') to cure the Event of Default, provided that in case of Articles 15.1 (a), (e), (f), (g), (h) and (i), the Authority shall have the right to immediately terminate the Agreement herewith on the provision of the Notice of Intent to Terminate, without any obligation to provide the EoD Remedy Period;
- (b) during the EoD Remedy Period, the defaulting Party may continue to undertake efforts to cure the Event of Default. During the EoD Remedy Period, the Parties shall continue to perform such of their respective obligations under this Agreement, which are capable of being performed with the objective, as far as possible, of ensuring the continued availability of the Project and the continued performance of the Services, failing which the Party in breach shall be liable to compensate the other Party for any loss or damage occasioned or suffered on account of breach of conditions of this Agreement.

16.2.2 Withdrawal of Notice of Intent to Terminate

- (a) If, during the EoD Remedy Period, the defaulting Party rectifies or remedies the Event of Default to the satisfaction of the innocent Party or the innocent Party is satisfied with steps taken or proposed to be taken by the defaulting Party or the Event of Default has ceased to exist, the innocent Party shall withdraw the Notice of Intent to Terminate in writing;
- (b) If following the end of the EoD Remedy Period, the breach has not been remedied or the defaulting Party has not taken steps or proposed to take steps to remedy the Event of Default to the satisfaction of the innocent Party or the proviso in Article 16.2.1(a) applies, then the innocent Party shall be entitled to issue the Termination Notice to the defaulting Party, whereupon this Agreement shall terminate forthwith.

16.3 ACCRUED RIGHTS AND LIABILITIES

16.3.1 Notwithstanding anything to the contrary contained in this Agreement, any Termination of the Agreement pursuant to the provisions contained herein shall be without prejudice to accrued rights of either Party, including its right to claim and recover damages and other rights and remedies which it may have in law or contract. All accrued rights and obligations of either Party under this Agreement, including, without limitation, all rights and obligations with respect to Termination Compensation, shall survive the Termination of this Agreement, to the extent such survival is necessary for giving effect to such rights and obligations.

16.3.2 Nothing in Article 16.3 shall prevent or restrict the right of the Authority to seek injunctive relief or a decree of specific performance or other discretionary remedies of the court.

16.4 CONSEQUENCES OF TERMINATION

16.4.1 If this Agreement is terminated prior to its expiry:

(a) by the Authority due to an Operator Event of Default,

- (i) the right of the Operator to the Annuity Amount Payments shall stand terminated with immediate effect, and no Annuity Amount Payments shall accrue and/ or be payable to the Operator from the date of the Termination Notice; provided, however, the Authority shall affect payment of the undisputed, accrued, and unpaid Annuity Amount Payments up to the date of the Operator's receipt of the Termination Notice;
- (ii) the Operator shall immediately and in any event on the Transfer Date, hand over the Facility to the Authority in accordance with the Taking-Over Criteria;
- (iii) the Authority shall pay the Operator on or prior to the Termination Payment Date, by way of Termination Payment, an amount determined in accordance with Article 17.

(b) by the Operator due to an Authority Event of Default,

- (i) the right of the Operator to the Annuity Amount Payments shall stand terminated with immediate effect, and no Annuity Amount Payments shall accrue and/ or be payable to the Operator from the date of the Termination Notice, provided, however, the Authority shall affect payment of the undisputed, accrued, and unpaid Annuity Amount Payments up to the date of the Operator's receipt of the Termination Notice;
- (ii) the Operator shall immediately and in any event on the Transfer Date, hand over the Facility to the Authority in accordance with the Taking-Over Criteria;
- (iii) the Authority shall pay the Operator on or prior to the Termination Payment Date, by way of Termination Payment, an amount determined in accordance with Article 17.

(c) by any Party as a result of a Force Majeure Event or a Fundamental Change in Law,

- (i) the right of the Operator to the Annuity Amount Payments shall stand terminated with immediate effect, and no Annuity Amount Payments shall accrue and/ or be payable to the Operator from the date of the Termination Notice; provided, however, the Authority shall affect payment of the undisputed, accrued, and unpaid Annuity Amount Payments up to the date of the Operator's receipt of the Termination Notice;
- (ii) the Operator shall immediately and in any event on the Transfer Date, hand over the Facility to the Authority in accordance with the Taking Over Criteria;

- (iii) the Authority shall not be required to make any further payments to the Operator on account of such Termination.

16.5 RIGHTS OF THE AUTHORITY ON TERMINATION AND/ OR FINAL EXPIRY DATE

16.5.1 In case of Termination of this Agreement for any reason whatsoever and subject to receipt by the Operator of the Termination Payment on or prior to the Transfer Date or in case of expiry of this Agreement on the Expiry Date, the Authority shall, on the Transfer Date, have the power and authority to:

- (a) take possession and control of the Facility;
- (b) prohibit the Operator and any person claiming through or under the Operator from entering the Facility or any part thereof.

16.6 TERMINATION PAYMENTS

16.6.1 The Termination Payment shall be payable to the Operator by the Authority on or prior to the Termination Payment Date in accordance with a demand being made by the Operator in writing, subject to the same being duly certified by the Independent Expert and Independent Auditor.

16.7 MODE OF PAYMENT

16.7.1 Notwithstanding any instructions to the contrary issued or any dispute raised by the Operator, the Termination Payment and all other payments that are or may be payable by the Authority under any of the provisions of this Agreement shall be made only by way of credit directly to the Operator's Annuity Payment Account.

16.7.2 Notwithstanding anything to the contrary contained in this Agreement, any Termination pursuant to the provisions of this Agreement shall be without prejudice to accrued rights of either Party, including its right to claim and recover money damages and other rights and remedies which it may have in law or contract. All rights and obligations of either Party under this Agreement, including without limitation Termination Payment, shall survive the Termination of this Agreement to the extent such survival is necessary for giving effect to such rights and obligations.

17 COMPENSATION ON TERMINATION

17.1 CONSEQUENCES OF TERMINATION - COMPENSATION

17.1.1 Termination Due to Operator Event of Default

17.1.2 Upon Termination of this Agreement on account of an Operator Event of Default at any time, the Operator shall pay the Authority, as Termination Compensation, an amount equal to the value of the Performance Security. In this regard, the Authority shall encash the entire Performance Security as the Termination Compensation due from the Operator.

17.1.3 Termination Due to Authority Event of Default, Political Force Majeure Event, or Fundamental Change in Law

(a) Upon Termination of this Agreement due to an Authority Event of Default, the Authority shall pay the Operator, as Termination Compensation, an amount equal to one (1) year's Management Fee.

(b) Upon Termination of this Agreement due to a Political Force Majeure Event or a Fundamental Change in Law, the Authority shall pay the Operator, as Termination Compensation, an amount equal to one (1) year's Management Fee.

17.1.4 Termination Due to Non-Political Force Majeure Event

(d) Upon Termination of this Agreement due to a Non-Political Force Majeure Event, the Authority shall not be liable to make any payments to the Operator in respect of Termination Compensation.

17.2 CALCULATION AND PAYMENT OF TERMINATION COMPENSATION

17.2.1 The final amount of the Termination Compensation payable pursuant to this Agreement shall be calculated by the Independent Auditor. The Independent Auditor shall submit a written report to the Parties setting out his findings within thirty (30) Days of the date on which either Party first sends him a written request to calculate the Termination Compensation. The Parties shall provide all reasonable assistance to the Independent Auditor to enable it to achieve the task within the prescribed deadline, including, as regards the Operator, by giving full access to its accounts. The findings of the Independent Auditor, as set out in his written report, shall be final and binding on the Parties save to the extent of any manifest error.

17.2.2 The Termination Compensation shall become due and payable to the Operator by the Authority within sixty (60) Days of a demand being made by the Operator, by way of written notice, for the amount set out in the Independent Auditor's written report.

17.3 FULL AND FINAL SETTLEMENT

Notwithstanding anything to the contrary elsewhere in this Agreement, any Termination Compensation determined pursuant to this Article 17.3 shall, once paid, be in full and final settlement of any claim, demand, and/ or proceedings of the Operator against the Authority in relation to any misrepresentation, breach and/ or Termination of this Agreement and the Operator shall be excluded from all other rights and remedies in respect of such misrepresentation, breach and/ or Termination.

18 DISPUTE RESOLUTION

18.1 PRELIMINARY SETTLEMENT

18.1.1 Amicable Settlement

18.1.2 If any dispute or difference or claims of any kind arising between the Authority and the Operator in connection with the rehabilitation, upgradation, interpretation, or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of this Agreement, or the rights, duties or liabilities of any Party under this Agreement, whether during the Concession Period or on expiry thereof, whether before or after the Termination of this Agreement (the '**Dispute**'), then the Committee which shall comprise of two representatives, each from the Authority, the Operator and the Independent Expert, being duly notified by the Social Welfare Department (SWD) as the "Partnership Committee" shall meet at the request of any Party or Parties of this Agreement, in an effort to resolve such Dispute by discussion between them (the '**Partnership Committee**').

18.1.3 The Partnership Committee shall meet as and when necessary from time to time and attempt in good faith and use their best endeavors at all times to resolve the Dispute and produce written terms of the settlement. If the Dispute is not resolved by discussion between them, as evidenced by the signing of the written terms, within thirty (30) Days of raising such Dispute, the Dispute shall be resolved in accordance with Article 18.2.

18.1.4 Fast-Track Adjudication by Independent Expert/ Independent Auditor

If any specific dispute or difference or claims of any kind arises between the Authority and the Operator related to the determination of:

- (a) existence and the consequences of a Force Majeure Event as specified in Article 14; and/ or
- (b) an Event of Default as specified in Article 15; and/ or
- (c) the remedy of defaults and Termination procedures as specified in Article 16 and/or
- (d) the existence, nature, and consequences of a Change in Law;

The Parties hereby agree to refer such matter for fast-track adjudication (subject always to the Arbitration Act in terms of Article 18.2) to the Independent Expert and/or the Independent Auditor.

The Parties may also, if they so agree at that time, refer for determination any other matter of a technical nature to the Independent Expert or the Independent Auditor.

If any such specific dispute is not resolved by the Independent Expert or Independent Auditor within sixty (60) Days of its raising, it shall be resolved in accordance with Article 18.2.

18.2 DISPUTE SETTLEMENT BY ARBITRATION

18.2.1 Appointment of Arbitrator and Rules governing Arbitration

18.2.2 The Parties acknowledge and agree that this Agreement constitutes a commercial transaction.

18.2.3 Each of the Parties unconditionally and irrevocably agrees in respect of a Dispute:

- (a) to the submission of such Dispute to binding Arbitration governed by the Arbitration Act, by appointment of three arbitrators, one to be appointed by the Authority, one to be appointed by the Operator, and one to be appointed jointly

by the two arbitrators appointed by the Authority and the Operator (the '**Arbitrators**'). Any arbitration proceedings commenced pursuant to this Article 18.2 shall be referred to as the Arbitration (the '**Arbitration**');

- (b) not to claim any right it may have under the laws of any jurisdiction to hinder, obstruct, or nullify the submission of the Dispute to the Arbitration; and
- (c) to accept the Award rendered by the Arbitrator and any judgment entered thereon by a court of competent jurisdiction as final and binding and not to hinder, obstruct or nullify the enforcement or execution of any award rendered by the Arbitrator or court of competent jurisdiction.

18.2.4 Place of Arbitration

The place of the Arbitration shall be Karachi, Pakistan.

18.2.5 English Language

The request for the Arbitration, the answer to the request, the terms of reference, any written submissions, any orders, and rulings pursuant to the Arbitration shall be in English, and if oral hearings take place, English shall be the language to be used in the hearings.

18.2.6 Enforcement of the Award

Any decision or Award resulting from the Arbitration (the '**Award**') shall be final and binding upon the Parties.

The Parties hereby waive, to the extent permitted by Applicable Law, any rights to appeal or to review such Award by any court or tribunal. The Parties hereto agree that an Award may be enforced against the Parties to the Arbitration proceeding or their assets, wherever they may be found, and that a judgment upon the Award may be entered in any court having jurisdiction thereof.

18.2.7 Fees and Expenses

The fees and expenses of the Arbitrator and all other expenses of the Arbitration shall be borne and paid by the respective Parties, subject to determination by the Arbitrators. The Arbitrators may provide in the Award the reimbursement to the prevailing Party of its costs and expenses in bringing or defending the Arbitration claim, including legal fees and expenses incurred by such Party.

18.2.8 Performance during Arbitration

Pending the submission of and/ or decision on a Dispute or until the Award is published, the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such Award unless this Agreement stands terminated. The Agreement and the rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceedings hereunder.

18.3 **SURVIVAL**

The provisions of this Article 18 shall survive the Termination of this Agreement for any reason whatsoever.

19 REPRESENTATIONS AND WARRANTIES

19.1 MUTUAL REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to the other Party that:

- (a) it has full power and authority to execute, deliver and perform its obligations under this Agreement;
- (b) it has taken all necessary action to authorize the execution, delivery, and performance of this Agreement;
- (c) there are no actions, suits, or proceedings pending or, to its best knowledge, threatened against or affecting it before any court, administrative body, or arbitral tribunal which might materially and adversely affect its ability to meet or perform any of its obligations under this Agreement; and
- (d) This Agreement constitutes its legal, valid, binding, and enforceable obligation.

19.2 OPERATOR'S REPRESENTATIONS AND WARRANTIES

The Operator represents and warrants to the Authority that:

- (a) it has the financial and technical standing and capacity to undertake the Project in accordance with the terms of this Agreement;
- (b) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, or constitute a default under any of the terms of its Memorandum and Articles of Association or other constitutive documents or those of any member of the Consortium/ Operator or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- (c) all information contained in the Bid is true, accurate, complete, and not misleading;
- (d) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief, or any other civil or criminal liabilities which, in the aggregate, have or may have a Material Adverse Effect on its ability to perform its obligations under this Agreement;
- (e) no representation or warranty by it contained herein or in any other document furnished by it to the Authority or the GoP or the GoS in relation to Applicable Permits contains or will contain any untrue or misleading statement of a material fact or omits or will omit to state a material fact necessary to make such representation or warranty; and
- (f) Neither the Operator nor any of its Affiliates, nor any Person acting on its or their behalf, has committed or engaged in, with respect to the Project or any transaction contemplated by this Agreement, any Sanctionable Practice.

19.3 ACKNOWLEDGEMENT

The Parties acknowledge and confirm that the Parties have relied upon and have entered into this Agreement based on the representations, warranties and undertakings made by the Parties hereunder.

20 MISCELLANEOUS PROVISIONS

20.1 SURVIVAL OF OBLIGATIONS

Any cause or action which may have arisen in favor of either Party or any right which is vested in either Party under any of the provisions of this Agreement as a result of any act, omission, deed, matter, or thing done or omitted to be done by either Party before the expiry of the term of the Agreement by effluxion of time or otherwise in accordance with the provisions of this Agreement, shall survive the expiry of the Agreement.

20.2 ENTIRE AGREEMENT

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

20.3 NOTICES

20.3.1 Any notice or request in reference to this Agreement shall be written in English language and shall be sent by registered airmail or facsimile and shall be directed to the other Party at the address mentioned below:

Authority: Social Welfare Department, Government of Sindh

Attention: _____, Social Welfare Department, Government of Sindh

Address: 4th Floor, Old KDA Building, Sindh Secretariat, Karachi, Pakistan.

Telephone: +_____

Email: sw.sindh@gmail.com

Operator:

Attention:

Address:

Telephone:

Fax:

Email:

20.3.2 Any notice or demand served by registered post shall be deemed to be duly served forty-eight (48) hours after posting or two (2) working Days, whichever is later, and a notice or demand sent by facsimile and emails shall be deemed to have been served at the time of its transmission and in proving service of the same it will be sufficient to prove, in the case of a letter, that such letter was sent by registered airmail, addressed and placed in the post and in the case of a facsimile and email transmission, that such facsimile and email was duly transmitted to a current facsimile number/ email of the addressee at the address referred above in office hours.

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

20.4 GOVERNING LAW

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

20.5 COUNTERPARTS

This Agreement may be executed in two counterparts, each of which, when executed and delivered, will be an original, and both counterparts together shall constitute one and the same instrument.

20.6 LANGUAGE

20.6.1 All notices and communications between the Authority, the Operator, the Independent Expert, and the Independent Auditor, required under this Agreement, shall be drawn up in English.

20.7 CONFIDENTIALITY

20.7.1 Each of the Parties shall keep confidential and ensure that their employees, officers, consultants, and advisers shall keep confidential all documents and other information, whether technical or commercial, supplied to it by or on behalf of the other Party relating to the Project and shall not, without the consent of the other Party, publish or otherwise disclose or use the same for its own purposes otherwise than as may be required (i) by Applicable Laws or appropriate regulatory authorities, (ii) to perform its obligations under this Agreement, or (iii) required to be shared with advisers or Experts in connection with the Project.

20.7.2 The provisions of Article 20.7.1 here above shall not apply to:

- (a) any information in the public domain otherwise than by breach of this Agreement;
- (b) information in possession of the receiving Party thereof before divulgence as aforesaid, and which was not obtained under any obligation of confidentiality.

20.8 AMENDMENTS

20.8.1 Any provision of this Agreement must be recorded in an agreement in writing signed by the Parties.

20.9 WAIVERS AND CONSENTS

20.9.1 Any provision or breach of any provision of this Agreement may be waived before or after it occurs only if evidenced by an agreement in writing signed by the waiving Party.

20.9.2 Any consent under or pursuant to any provision of this Agreement must also be in writing and given prior to the event, action, or omission for which it is sought.

20.9.3 Any such waiver or consent may be given subject to any conditions thought fit by the Person(s) giving it and shall be effective only in the instance and for the purpose for which it is given.

20.10 SEVERABILITY

20.10.1 If at any time any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity, or enforceability of such provision under the law of any other jurisdiction will, in any way, be affected or impaired and the legality, validity, and enforceability of the remainder of this Agreement shall not be affected.

20.10.2 The Parties will negotiate in good faith with a view to agreeing on one or more provisions that may be substituted for any such invalid, illegal, or unenforceable

provision and which are satisfactory to the Operator and produce as nearly as is practicable in all the circumstances the appropriate balance of the commercial interests of the Parties.

20.11 COSTS AND EXPENSES

Each Party shall be responsible for paying its own costs and expenses incurred in connection with the negotiation, preparation, and execution of this Agreement.

20.12 NO ASSIGNMENT

20.12.1 Except as otherwise provided in this Agreement, the rights and obligations of the Operator under this Agreement shall not be assigned, novated, or otherwise transferred to any Person without the prior written consent of the Authority.

20.12.2 The rights and obligations of the Authority under this Agreement shall not be assigned, novated, or otherwise transferred to any Person other than a public body or a government company or a statutory corporation that:

- (a) is a single entity;
- (b) to whom the entire Agreement is assigned and/or transferred; and
- (c) have the legal capacity, power, and authority to become a party to and to perform the obligations of the Authority under this Agreement.

20.13 GOOD FAITH

Each Party shall act in good faith in exercising its rights and performing its obligations under this Agreement.

20.14 INDEPENDENCE

In respect of all matters dealing with the Concession Agreement, the Independent Expert and the Independent Auditor shall be independent and shall ensure that they perform all their obligations in accordance with **ANNEX VI (TERMS OF REFERENCE FOR THE INDEPENDENT EXPERT AND INDEPENDENT AUDITOR)**, including the Concession Agreement.

In Witness Whereof the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date first above mentioned:

For and on behalf of:

Governor of Sindh, through Social Welfare Department, Government of Sindh, the Authority within named, through its authorised signatory.

signature

Name:
Designation: _____ Social Welfare Department, Government of Sindh

.....

}

the Operator within named, through its authorized signatory.

signature

Name:
Designation:

.....

in the presence of:
signature of **Witnesses**

signature

1- Name:
Address:
CNIC No:

.....

2- Name:
Address:
CNIC No:

.....

}

ANNEX I – TECHNICAL INFORMATION

OPERATING PROCEDURES

This table sets out the operating standards that the Operator should comply with during the O&M as per the Scope of Work and the Key Performance Indicators of the Facility during the Concession Period or Services Period, as applicable.

Process	Operating procedure
<p>Maintenance Requirements,</p>	<p>The Operator shall ensure proper repair and maintenance of each Facility listed in ANNEX XV (DETAILS OF FACILITY) during the Concession Period following Good Industry Practice and the Budget Guidelines to ensure the Facility is fully functional and operational at all times during Services Period in accordance with this Agreement.</p>
<p>Operation & Management System Requirements for a Single Shift and Double Shift (if applicable)</p> <p>Note:</p> <ul style="list-style-type: none"> • Refer to the RFP Volume I (<i>BIDDING PROCEDURE</i>); • Concession Agreement; and • Operator's Bid. 	<p>The Operator shall, inter alia, be responsible for procuring, supplying, installing, commissioning, and maintaining the following components in each Facility listed in ANNEX XV (DETAILS OF FACILITY) during the Concession Period as part of this Agreement:</p> <ul style="list-style-type: none"> • Facility Schedule: Opening and closing of the Facility in accordance with the schedule notified by the Authority; • Non-Current Assets: Furniture and fixture, equipment, water dispenser, water purification system, and other articles; • Solar Power: Solar system, connections, supplies, and related articles; • ICT and Innovative Approaches: Audio-visual system, EMIS, LEDs, and articles related to the ICT and innovative approaches; • Salary of Staff (Medical, Non-Medical & Coordinator): Engagement of the contractual Facility Staff (in consultation with the Independent Expert following an open, competitive process laid down in the RFP and the guidelines, if any, issued by the Authority from time to time during the Concession Period. The Operator shall release monthly salary, without any deduction, to the Staff by the 5th Day of each month using a reliable and designated banking system; • Training of Operator's Staff: Develop training material, engage trainers, procure stationery, refreshments, certificates, exchange visits, etc., for conducting the Operator's Facility Staff; • Assessment: Undertake Patients assessments, such as formative and summative, and communicate the results to the Authority and Independent Expert; • Repair & Maintenance (Infrastructure Works): Undertake or subcontract the renovation, and repair & maintenance of the Facility. the Operator shall be solely responsible for taking all the risks associated with such work quality and sustainability during the Concession Period); • Repair & Maintenance (Other Non-Current Assets): Undertake repair & maintenance and replacement for furniture and equipment, and other non-current assets including Solar system, to keep these assets operational for the learning environment; • Sports and Other Materials: Make available the sports and other materials, including consumables and perishable items, relating to the computer lab on a recurring basis to keep the learning environment operational; • Screening Health, Hygiene & Nutrition: Screen Patients for their health, hygiene, and nutrition status; and based on the patients' screen results, provide the patients' medical facilities or provide aids essential for such students' health and learning; • Patients Counseling Session: Design and conduct student counseling sessions through mentors to facilitate student achievement, improve student behavior and attendance, and help students develop socially and mentally;

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT
HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

	<ul style="list-style-type: none"> • Therapy: Hold Therapy meetings with refreshments and other arrangements regularly, as applicable; • Community Mobilization: Arrange activities to engage the community and outreach programs consistently to get their valuable feedback/ inputs for the reduction and usage of illegal drugs and over improvement of patients; • Co-Curricular Activities: Arrange co-curricular activities to boost the Patients motivation and learning system; • Games and Sports Activities: Arrange games and other sports activities and competitions to improve student physical, mental and social growth; • Vocational Training: Arrange at least one (1) vocational training per each patient to broaden the patients’ visions and intellectual capacity; • Events/ Festivals/ Festivities: Arrange at least three (3) events/ festivals/ festivities of different types during each Financial Year to provide patients with knowledge beyond Facility settings; • Facility Inauguration Activities: Arrange Facility inauguration activities, opening ceremonies, the first Day of opening, welcome packs, etc.; • Utilities: Ensure uninterrupted utilities (electricity and water supplies) while paying the bills on time and ensure the availability of safe drinking water in each Facility in accordance with Budget Guidelines; • Internet Connectivity: Ensure availability of internet connectivity in all the Facilities throughout the Concession Period. • Key Staff: Engage, monitor, appraise performance, and remunerate the Key Staff responsible for undertaking and overseeing the Project-related activities on a dedicated and regular basis under this Project; • Payment of Remuneration, Fees, and Insurance: Release the payments to the Independent Expert, Independent Auditor, Escrow Account Bank, Insurance Agencies, and other charges and taxes, as applicable; • Stock and Attendance Register: Update the physical assets record and staff/ patients attendance register regularly; • Reporting: Prepare and generate the reports using the standardized reporting template provided by the Authority, where applicable, and communicate the same to the Authority, Independent Expert, and Independent Auditor on time; • Standard Operating Procedures: Devise standard operating procedures and protocols for ensuring discipline in the Facility; • Grievances Redressal Committees: Constitute and display the committees with appropriate powers for the redressal of grievances of the staff and patients in a time-specific manner; • Procurement: Procure required goods, services and materials under this Project in transparent manner; • Others: Perform any other functions and tasks set out in Authority's RFP, Operator's Bid and required under the Good Industry Practices.
<p>Key Staff</p>	<p>The Operator shall engage the proposed Key Staff, responsible for performing the functions following the job descriptions, which the Authority may amend from time to time to ensure effective delivery and the Project's execution during the Concession Period. The Authority reserves its right to recommend the removal or replacement of Key Staff engaged by the Operator in case of severe breach or non-performance of the tasks by any of the Key Staff observed by the Authority under this Agreement. The Operator shall make such replacement of the Key Staff member(s) within one (1) month following the terms of this Agreement.</p> <p>Note: Key Staff collectively shall be responsible for visiting the Authority's office during the first week of each Quarter to deliver a presentation and reports along with the Operator's performance progress, issues, challenges, and proposed solutions relating to it.</p> <p>The Compliance & Accounts Manager will ensure the Operator complies with its outside regulatory requirements and internal policies. S/he will ensure that the Operator follows the terms and conditions, Key Performance Indicators, and scope of work under this Agreement. In</p>

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT
HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

	<p>consultation with the Independent Expert, Operator and Authority will develop coordination and reporting mechanisms to ensure this Agreement's compliance. Some of the tasks of the Compliance/ Contract Manager include:</p> <ul style="list-style-type: none"> (a) compile a checklist to ensure compliance with this Agreement's terms met within reasonable/ relevant timelines and develop reports for various reporting frequencies; (b) timely submission of the reports, as applicable, to the Operator, Independent Expert, and the Authority; (c) recommend necessary actions of performance of the terms and conditions of this Agreement to the Operator's management, shareholders, and or consortium members in writing so that adequate compliance with the Agreement is ensured; (d) check the submitted reports regarding the performance of the terms and conditions of this Agreement are corroborated with the quarterly reports submitted to the Independent Expert; and (e) review and advise on standard operating procedures for effective and transparent management of the Operator's roles and responsibilities in terms of the compliance checklist. <p>The Authority reserves its full right to amend or assign the Project-related additional tasks to the Key Staff during the Services Period that shall be considered as part of this Agreement.</p>
Reporting and Data Sharing	<p>The Operator, as part of this Agreement, shall</p> <ul style="list-style-type: none"> (a) submit quarterly and annual reports, as applicable, to the Independent Expert, Independent Auditor, and the Authority. (b) Share facility data if required by the Independent Expert, Independent Auditor, and the Authority in addition to these reports; (c) keep HMIS fully updated and operational in accordance with the Authority's guidelines as provided from time to time; (d) ensure HMIS access to the Independent Expert, Independent Auditor, and Authority during the Concession Period.
Safety Regulations	<p>The Operator shall comply with the Applicable Laws, Applicable Permits, and Good Industry Practices. Safety standards apply to the operation and maintenance of the Facility. The Operator shall specify any laws or policies directly applicable to the operation of Drug Rehabilitation Center, including Anti-Tabaco laws, prevention of child abuse, prevention of harassment at the workplace, etc. Besides, the Operator shall devise approaches and implement an appropriate policy to address the issues relating to patients drug addiction or mental illness during the Services Period.</p>
Environmental Requirements	<p>The Operator shall comply with the environmental regulations and related requirements under the Applicable Laws. In addition, the Operator shall ensure green plantation drives, including tree plantation and maintenance within and outside each Facility listed in ANNEX XV (DETAILS OF FACILITY) during the Concession Period.</p>
Certifications	<p>The Operator shall ensure that it has all the required certifications required by it to provide the Services under this Agreement.</p>
Management and Operation of Facility	<p>The Operator shall manage and operate the Facility following the Project Services scope and other terms and conditions outlined in the RFP, including this Agreement and the Operator's methodology proposed in its Bid for performing the Services during the Concession Period.</p>

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

ANNEX II – KEY PERFORMANCE INDICATORS

21 Annexure 7 Key Progress Indicators

1. Management & Organization: Planning, Implementation & Evaluation

S. No.	Key Progress Indicators (KPIs)	Facility Management Plan - 10 Marks				
1	Description	Implementation of an all-inclusive management model comprised of planning, designing, budgeting, implementation framework, managing resources, evaluation, reporting and feedback to meet KPIs.				
	Measurement/ Criteria	Action Plan	Frequency	Observation Memo	Marks	
	1	Annual Management Plan of the Facility		For the first year of the contract period, within 30 days from the issuance of the IPP Period Notification.	The Operator shall develop and/or update Annual Management Plan of the facility. The same shall be reviewed and approved by the Independent Expert	1.5
				For year two (2) onwards, one month prior to commencement of financial year.		1.5
				Annual Management Plan shall be developed/updated on annual basis		1.5
2	Implementation Framework**	During the course of financial year, as per schedule indicated in the Annual Management Plan of the facilities,	Evidence of completion of all tasks/activities referred to in the Annual Management Plan, and may include field reports, activity completion reports, photographs (ideally with timestamps and others)	2		

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

		Updated on completion of activities completed to be provided in the Operators half yearly progress report.	Implementation framework is implemented bi-annually during a financial year	2
3	Development of HMIS and functioning of the HMIS***	Development within the 30 days of issuance of the IPP Period Notification, thereafter, reporting of functioning on monthly basis	Reporting of functioning on monthly basis	1.5

Notes Guidelines:	<p>*Annual Management Plan: An all-inclusive Annual Management Plan for the Facility, encompassing all interventions and duties mentioned in the SoW i.e., for management of treatments, operation and maintenance including infrastructure, furniture & fixture, medical equipment(s) and comprehensive security plan for the Facility, Patient Care Policies, Patients' Treatment Plan and also including the interventions articulated by the Successful Bidder for the Facility.</p> <p>**Implementation Framework: A framework for day-to-day Operations and Management Procedures, SOPs, e.g., Infrastructure, Furniture and Fixture, Safety and Security Equipment Management, Hiring / Firing / Training Methodology, Patient Progress Monitoring Methodology, Patient Assessment System, Skills Development etc., implementation framework time line is mandatory.</p> <p>***Hospital Management Information System: Hospital Management information system including but not limited to Maintenance of Patient Records e.g. Patient, Admissions, Discharge, Reports, Treatment Details. Personnel Records e.g. Personnel Attendance, Transfers, Hiring, and Promotions Job descriptions etc. Inventory e.g. Desk, Chairs, Cupboards, Furniture & Fixture, Medical / Safety & Security Equipment e.g. Electrical Equipment (Audio Visual Aids, Computer Hardware/Software etc.</p> <p>Fields of HMIS may be illustrative as Facility-wise</p> <ul style="list-style-type: none"> ✓ Patient Appointment Management ✓ Patient Management ✓ Insurance Management ✓ Facility Management ✓ Laboratory Management ✓ Human Resources Management ✓ Report Management ✓ Supply Management ✓ Support Management
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**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

2. Facilities Management: Environment, Human Resources & Record Management:

S. No.	Key Progress Indicators (KPIs)	Facility Repair and Maintenance - 10 Marks			
	Description	Ensure that Facility have i.e., water, sanitation, furniture & fixture and electronic equipment, material and medical equipment, infrastructures' safety / security equipment, for Facility and all-inclusive functional and safe. Ensure that all facilities have designed and Implemented Hygiene and Nutrition Plan.			
	Measurement/ Criteria	Action Plan	Frequency	Observation Memo	Marks
2	1	1-a) Development of Repair and Maintenance Plan - Plan for all the Facility including infrastructure, medical / safety, security equipment, furniture and fixtures.	Repair and Maintenance Plan of Facility within 30 days of the issuance of the IPP Period Notification, for year two (2) onwards, one month prior to commencement of Financial Year and shall be verified by Independent Experts.	The Independent Expert shall verify the Development of Repair and Maintenance Plan on annual basis.	2
		1-b) Execution of Repair and Maintenance Plan for all the Facility including infrastructure, medical / safety / security equipment, furniture and fixtures.	During the course of financial year, after development of Action Plan.	The Independent Expert shall verify the execution of Repair and Maintenance Plan. During the course of the financial year, on monthly basis, based on field visit.	1

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

	1-c) Ensure appropriate staff to maintain the Facility including infrastructure, medical / safety / security equipment, furniture and fixtures, Development of HMIS and functioning of the HMIS	During the course of financial year.	The Independent Expert shall verify the staff of the Facility are working as per the JDs required for functioning of the Facility.	1
2	Sanitary Environment Plan	Sanitary Environment Plan of Facility within 30 days of the issuance of IPP Period Notification.	The Independent Expert shall verify the execution of Sanitary Environment Plan, during the course of the financial year, on monthly basis, based on field visit.	1
3	Disaster Management Plan	Disaster Management Plan of Facility within 30 days of the IPP Period Notification.	The Independent Expert shall verify the execution of Plan, during the course of the financial year, on semi-annual basis, based on field visit. The disaster plan should be updated after every two years, during the concession period.	1
4	Health, Hygiene Practices and Food Plan	Annual submission of plan within 30 days after submission of Annual Management Plan.	The Independent Expert shall verify the execution of Health, Hygiene Plan and Food Plan during the course of the financial year, on monthly basis, based on field visit.	1
6	Development of JDs for all staff	For the first year of the contract period, within 60 days of expected Issuance of IPP Period Notification. Thereafter, annually it will be reviewed and adjusted for any amendments, if required.	JD documents indicating role, pre-requisites (academic and professional), and prior experience of the incumbent shall be submitted to Independent Expert.	1

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

	7	Biometric attendance of staff	Recording / monitoring of staff attendance, during the course of remaining financial years of the contract.	Reporting monthly attendance for all staff to be provided in the Operator's Quarterly Progress Reports includes raw database of biometric staff attendance for the Facility, monthly staff attendance percentages, narrative on any reasons/justifications e.g., in case of low staff attendance, narrative on any challenges faced in maintaining or increasing staff attendance and on any change in process of recording daily staff attendance.	1
	8	Plan for Maintenance / Protection / Retention / Preservation of Record / Information	Plan for Maintenance / Protection / Retention / Preservation of Record / Information of Facility and patients, within 30 days of the issuance of the IPP Period Notification.	The Independent Expert shall verify the execution of Plan for Maintenance / Protection / Retention / Preservation of Record / Information of Facility and patients, during the course of the financial year, on monthly basis, based on field visit.	1

Notes Guidelines:	<p>*Repair and Maintenance Operator shall be responsible to ensure that all facility, i.e., furniture, fixture, material, equipment, structure and infrastructure, water, sanitation, etc. of the Facility are maintained in satisfactory and running condition to establish a safe and Patient-friendly environment in the Facility. The repair and maintenance tasks should be completed in a reasonable time.</p> <p>**Sanitary Environment Plan: To maintain a sanitary environment the facility must establish written policies and procedures, consistent with current practices in the field, to control, prevent, monitor, identify & investigate infection in the facility and to possible causes of infections, and proper biomedical waste disposal.</p> <p>***Disaster Management plan The facility must have written policies and procedures that specifically define the handling of patients, personnel, records, and the public during disasters which must be developed and maintained with assistance of qualified fire, safety, and other appropriate experts.</p>
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**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

******Development of JDs for staff**

It is understood that the Operator may update JDs as and when required, and intimate the IE (via email also) thereafter.

Staff and their Responsibilities during treatment of patient:

- Punitive, humiliating or degrading interventions (such as beatings, chaining, withholding of treatment and food, etc.) should never be used. A strict code of ethics for staff should apply.
- Selected and properly trained peers can work in treatment services, providing specific interventions aimed at helping identify patients, engage them and keeping them in treatment.
- Staff of treatment services should receive proper training in the delivery of treatment in full compliance with ethical standards and human rights principles, and show respectful, non-stigmatizing and non-discriminatory attitudes towards service users.
- Staff working in specialized services for drug use disorders should be adequately qualified, and receive on-going evidence-based training, certification, support and clinical supervision.
- Ethical standards of care in treatment services should apply to all populations with special treatment and care needs, without discrimination.
- Service procedures should require staff to adequately inform patients of treatment processes and procedures, including their right to withdraw from treatment at any time.
- Primary health care professionals should be trained in the identification of drug use, as well as the diagnosis and management of drug use disorders and related health conditions.
- The treatment of drug use disorders in primary health care should be supported by specialized services with the required skills and competences, particularly for the treatment of severe cases and patients with comorbid psychiatric and physical health conditions.
- Any research conducted in treatment services involving patients should be subject to the review of human research ethical committees. Ethical committees are encouraged to consider the opinions of people who have experienced drug use and drug treatment and are recovering from drug use disorders. The participation of patients in the research should be strictly voluntary, with informed written consent obtained in all cases.

******Biometric attendance of staff**

The Operator is required to ensure biometric attendance of all staff employed at the Facility (i.e., government-appointed, as well as Operator-appointed). The Operator shall also develop a comprehensive policy for leaves, so that these may be marked accordingly and appropriately in the staff attendance registers/biometric machines. The IE will be verifying staff attendance through its standard M&E protocols (including unannounced visits, cross-checking of staff attendance records against actual attendance, etc.)

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

	<p>****Health and Hygiene Practices: Health and Hygiene (H&H) support activities should be part of the Facility Management Plan. Staff should be implementing improved H&H practices. Periodic screening of staff will be conducted annually to assess student health and to design H&H plan for the next year.</p> <p>Health and Hygiene Practices & Food Plan / Activities / Facilities: Implementation of H&H practices and Food Plan in the facility, with proper cleanliness in Non- Residential and Residential area, corridors, other areas and wherever movement of patients and staff takes place within the premises. Organizing co-curricular activities to inculcate good behavior, hygiene, manners, discipline and personality.</p> <p>*****Plan for Maintenance / Protection / Retention / Preservation of Record</p> <ol style="list-style-type: none">1) The facility must have plan to maintain records, which must be completely, promptly, systematically organized to facilitate retrieval and compilation of information, according to accepted professional standards of practice and readily available to staff and Independent Expert.2) The facility must safeguard clinical record information against loss, destruction, or unauthorized use and must have procedures that govern the use and removal of records and the conditions for release of information.3) The facility must obtain the patient's written consent before releasing information not required by law.4) The facility must retain clinical record information for 5 years after patient discharge and must make provision for the maintenance of such records in the event that it is no longer able to treat patients.
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**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

3. Community Engagement for Prevention / Awareness and Placement after Recovery

S. No.	Key Progress Indicators (KPIs)	Community Engagement for Prevention / Awareness and Placement after Recovery - 23 Marks			
3	Description	Community Outreach Services to increase awareness on mental health wellbeing of drug addicts & community referral for the treatment of addiction amongst affectees. The Operator shall promote treatment for drug use disorders through effective co-ordination between the criminal system and health social sector. Operator shall be also be responsible to provide comprehensive strategy for prevention and awareness program, reintegration in the society, community / NGOs engagements (to identify skill-based jobs for patients after recovery). Healthy / recreational, leisure, religion, sports activities.			
	Measurement/ Criteria	Action Plan	Frequency	Observation Memo	Marks
	1	Plan for meetings / engagement for prevention	Within 30 days of the issuance of the IPP Period Notification. For year two (2) onwards, 30 days prior to commencement of Financial Year and same shall be approved by Independent Experts.	The Operator shall update Independent Experts on plan for meetings / engagement for prevention and conducting of activities mentioned therein during the six months to be provided in the Operator's quarterly progress reports. Evidence for completion of all tasks/activities referred to in the plan, and may include field reports, activity completion reports, photographs (ideally with timestamps) and others. The independent experts shall verify the execution of plan for meetings / engagement for prevention. during the course of the financial year on quarterly basis.	3

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

2	Development and implementation of Detailed Awareness Plan	First plan shall be submitted along with the Annual Management Plan, thereafter three (3) months prior to commencement of every upcoming Financial Year.	The Operator shall update IE on marketing plan and conducting of activities mentioned therein during the semester to be provided in the Operator's Quarterly Progress Reports. Evidence for completion of all tasks/activities referred to in the Plan, and may include field reports, activity completion reports, photographs (ideally with timestamps) and others. The Independent Expert shall verify the execution of Plan for Meetings / Engagement for Prevention, during the course of the Financial Year, on Quarterly basis.	2
3	Development and dissemination of facilities prospectus	Within 30 days of the IPP Period Notification, thereafter 90 days prior to commencement of the upcoming Financial Year.	Deliverables to be completed by the Operator includes student prospectus (in hard and/or soft copies), disseminated via offline and online channels.	1
4	Development and Implementation of Employment Plan for Patients	Within 30 days of the issuance of the IPP Period Notification and shall be rolled over annually during the concession period.	Deliverables to be completed by the Operator includes Employment Plan for Pat document. The Operator shall update on implementation of Employment Plan and conducting of activities mentioned therein during the period to be provided in the Operator's Quarterly Progress Reports to the IE.	1
5	Development and Implementation Plan for Strengthening Facility Linkages for Employment Programs for Patients.	Within six (06) months after the Issuance of IPP Period Notification. From year two (02) onwards as per annual management plan and during the course of the Financial Year.	The Operator shall submit strengthening Facility Linkages plan document to the Independent Expert. The Operator shall update on implementation of Strengthening Facility Linkages for Employment Programs for patients and conducting of activities mentioned therein during the period to be provided in the Operator's Quarterly Progress Reports to the IE.	2
6	Development and Implementation of	Within 30 days of the issuance of the IPP Period Notification, and thereafter during the start of financial year of the concession period	The Operator shall submit QE plan for the Facility to the IE and the Operator shall update on the	1

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

	Quality Enhancement (QE) Plan		implementation in the Operator's Quarterly Progress Reports to the IE.	
7	Awareness sessions in communities' school and colleges on mental health & wellbeing	Monthly one (1) session shall be conducted	70% Participants will verbalize the effectiveness of the session	3
8	Community counselling on mental health promotion and addiction prevention	At least two (02) counselling sessions per quarter shall be conducted in collaboration with different hospitals and practitioners	60% of the clinic attendees will continue the services for the required period of therapy.	3
9	Field Visits to identify and motivate adults and young children and their parents for the treatment of SUD	At least two (02) visits per week to approach families/individuals for the treatment & rehabilitation of SUD for improved mental and physical health to further strengthen the project	50 (including adults and children) admissions during each financial year.	4
10	Facebook live sessions on diverse topics for children mental health	Weekly live session on Facebook	6000 viewers will be reached	3

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

4. Community Engagement for Prevention / Awareness and Placement after Recovery

S. No.	Key Progress Indicators (KPIs)	Patients' Treatment Plan/Policy/Research Activities – 4 Marks			
4	Description	Treatment services and interventions must be based on scientific evidence and match the specifications of individual patients at a particular phase or severity of their disorder should be gender-sensitive. Operator shall be responsible to maintain and implement approved Detail Plan of Essential Treatment / Services, Patient care Policy, Patients' Treatment Plan. Operator shall be responsible to follow the standard / appropriate sequence of procedure during each phase of treatment i.e., Assessment, Detoxification and Rehabilitation.			
	Measurement/ Criteria	Action Plan	Frequency	Observation Memo	Marks
	1	Detail plan of essential treatment services, available in the facility	Within 30 days of issuance of the IPP Period Notification.	The Independent Expert shall verify the execution details plan of essential treatment services of during the course of the Financial Year, on Quarterly basis, based on field visit.	2
	2	Patient Care Policy	Within 30 days of issuance of the IPP Period Notification and shall be verified by Independent Expert.	The Independent Expert shall verify the execution of Patients' Care Policy, during the course of the Financial Year, on monthly basis, based on field visit.	1
3	Patients' Treatment Plan	Submission of a plan along with the Annual Management Plan, thereafter reporting on Quarterly basis.	The Independent Expert shall verify the execution of Patients' Treatment Plan, during the course of the Financial Year, on monthly basis, based on field visit.	1	

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

**Notes /
Guidelines:**

***Details plan of Essential Treatment / Services:**

The services include: community-based outreach; services in non-specialized settings; inpatient and outpatient treatment; medical and psychosocial treatment (including the treatment of alcohol and other substance use disorders as well as other psychiatric or physical health comorbidities); long-term residential or community-based treatment or rehabilitation; and recovery-support services.

Essential Treatment services include: outreach services; screening and brief psychosocial interventions; diagnostic assessment; out-patient psychosocial and pharmacological treatment; the management of drug-induced acute clinical conditions (such as overdose, withdrawal syndrome); inpatient services for the management of severe withdrawal and drug-induced psychoses; long-term residential services; the treatment of comorbid substance use and psychiatric and physical disorders; and recovery management services delivered by trained clinicians.

***Patient**

Care

Policy:

The Patient Care Policy, a written description of personnel tasks during medical emergencies and specific responsibilities, where assigned, the types of drugs and biological usually kept on the premises, their use, their manner of storage, who has access to these materials and a procedure for periodic review to determine the expiration date of the drugs and biological, criteria about patient admission, continuing care. The patient care policies must include the following:

1. A description of the services the facility furnishes through employees and those furnished under arrangements;
2. Rules for and personnel responsibilities in handling medical emergencies;
3. Rules for the storage, handling, and administration of drugs and biological;
4. Criteria for patient admission, continuing care, and discharge;
5. A procedure for explaining to the patient's family the extent and purpose of the services to be provided;
6. A procedure to assist the referring physician in locating another level of care for patients whose treatment has terminated and who are discharged;
7. A requirement that patients accepted by the facility must be under the care of a physician;
8. A requirement that there be a plan of care established by a physician for each patient;
9. Timing of Facility for Patient, visitor and family/ relatives of patients.
10. A procedure to ensure that the group of professional personnel reviews and takes appropriate action on recommendations from the utilization review committee regarding patient care policies.

1.1

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

21.2 **Patient

Treatment

Plan:

Delineate anticipated goals and specify the type, amount, frequency and duration of services to be provided and indicates the diagnosis and anticipated rehabilitation goals.

1. It must be promptly evaluated after changes in the patient's condition and revised when necessary.
2. It must, if appropriate, be developed in consultation with the facility physician and the appropriate facility professional personnel.
3. It must be reviewed at least after every 60 days (the 60-day period begins with the first day of skilled rehabilitation therapy) by a facility physician who, when appropriate, consults with the professional personnel providing services.
4. It must be revised if the comprehensive reassessment of the patient's condition indicates the need for revision.
5. The time, date, referring physician's name, if any, source and contents of the verbal order must be documented and signed by the person receiving the order, and countersigned by the referring physician as soon as possible.
6. Detail of necessary tests (including blood test, HIV/AIDS, hepatitis A/ B/ C, tuberculosis, and other infectious diseases, COVID-etc.) at the time of treatment / admission.
7. After treatment has begun, any change in the plan of treatment should be supported in the patient's clinical record by dated documentation signed by either the facility physician. Any change in the patient's condition must be accompanied by a revised plan of treatment.
8. Actual Lengths of Patient stay at hospital
9. Their Sources, Age and gender etc.
10. Patient Profile / IDs / data in integrated management information System.
11. Average No. of days required to recover.
12. Results of each phase of treatment i.e. Assessment, Detoxification and Rehabilitation.
13. The patients should grant informed consent before treatment begins and have an option to withdraw from treatment at any time, except for patients brought through legal/criminal system.
14. All the inpatient and outpatients shall be provided detailed therapies or other techniques of treatments, as deemed necessary

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

5. Rehabilitation of Patients/Treatment

S. No.	Key Progress Indicators (KPIs)	Rehabilitation of Patients/Treatment – 28 Marks			
5	Description	To improve the mental health of patients undergoing rehabilitation at the Facility Center			
	Measurement/ Criteria	Action Plan	Frequency	Observation Memo	Marks
	1	One to One therapy; Art therapy	Weekly sessions to be held for both therapies	70% of the patients should demonstrate improvement.	3
	2	Sports and recreational activities	Weekly session of 90 minutes each indoor activities	Ability to demonstrate anger management and it will be measured by the psychologist and all shift staff in different shifts through and the same shall be verified by IE on quarterly basis.	2
	3	National & International events commemoration	As required e.g. Independence Day on 14th August	IE to review through field visits and minimum three events shall be conducted in each financial year.	2
	4	Preparation of case histories of patients	Shall be prepared for every admitted addict and the same shall reviewed on monthly basis by Independent Experts	Review of case histories of admitted addicts to analyze their psychological, social and emotional circumstances which will be helpful in their treatment and rehabilitation by an Independent Experts	4
5	Detoxification of admitted drug addicts.	To be reviewed on monthly basis by an Independent Expert	70% of the patients should demonstrate improvement and ability to perform self-care including personal &	7	

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

	6	Rehabilitation of admitted drug addicts		environmental hygiene, grooming and nutrition. IE to review and verify on quarterly basis	6
	7	Development/Implementation of outpatient treatment			4

Notes / Guidelines:

General Guidelines for Rehabilitation/Treatment of Patients:

1. Medical Procedure

Primary care Units

Primary care is the first point of treatment for the patients with SUDs. It is the blend of detoxification and the rehabilitation in a contained environment. The duration of primary care is up to 90 days (three months). The patient during this period is not allowed to go outside the unit. Hence, they are completely in abstinence from the substance of use and the triggering environment.

A. Medical Procedures

- a) Patient admitted must be seen by the medical officer on day of admission or the next day.
- b) Medical/psychiatric/ psychological assessment and management during withdrawal period is highly required for symptomatic withdrawal management.
- c) Patient should also be seen by psychiatrist for addiction management plan and rule out and manage co-occurring psychiatric issues (if any).
- d) No one is allowed to administer medication without the doctor's/psychiatrist written orders.

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

- e) In the absence of medical officer/psychiatrist, the nurse on duty should contact medical officer/psychiatrist and explain patient's condition, possibly teleconsultation and get the advice and write it on patient file. Once the medical officer/psychiatrist is on site the orders should be written and signed on patient's file.
- f) All new admission must be kept in withdrawal room for initial 10-15 days, until the clearance is given by medical officer and the assigned psychologist.
- g) The medical officer/psychiatrist/nurses must use the proven tools and method for appropriate patient management especially during withdrawal period.
- h) During the withdrawal period patient's condition, must be monitored on prescribed tools to assess the severity and determine the drug dosages.
- i) Post withdrawal patient should be continually monitored to address any unforeseen event.
- j) The nurses also must record patient's condition/shift as observed or verbalized by patient

2. In-House Facilities for patients

Facilities during the patient stay in primary or secondary units.

- a) All residential facilities should be provided to all patients
- b) Patient is not allowed to consume soft drink (Sting, Pepsi, Coco cola), beetle nuts fennel seeds and chewing gum.
- c) Medical facilities must be provided in case of the need.
- d) In case of medical/psychiatric emergencies patient will be referred to nearest/most appropriate health facility for the treatment.
- e) Immediate family should be informed of the same and will be asked to take over the patient care while in hospital.

Facilitation during patient stay in Secondary Unit:

- a) Employment: Patient who is a government servant can resume the job after one month of stay in secondary care unit. Others may resume the job after the third month of the stay; however, this may vary case based.
- b) The patient is expected to be in abstinence from the drugs; hence the suspect will undergo the drug test.
- c) The patient with the positive drug test result will be sent back to primary unit for two week or will be asked to leave (ATL).
- d) After ATL, the patient will not be allowed for re-admission until after three months.

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

Recreation and Socialization

- a) Indoor games and television facilities are provided in all primary and secondary units.
- b) Outdoor facilities are only provided in secondary unit including visiting families, going to picnic or park etc.
- c) Male patients can go out one hour daily in secondary units, they must go in groups, no one is allowed to go out alone.
- d) Female and children can also go out for one hour daily, however, they must be accompanied with duty staff.
- e) Any family members who is a drug addict will not be allowed to visit the patient.
- f) During family visit, patient is not allowed to be connected with other people on phone.
- g) No formal activities will be scheduled during the Eid days; hence patients will be allowed to watch TV (movies only downloaded by the staff) or play indoor games under staff supervision.
- h) In secondary unit patient, can visit homes after 45 days of stay and stay for 24 hours, after 90-day patient can spend 48 hours at home.

NB: Please note that patient and the family will be signing the contract agreeing on the treatment protocol, the services provided, the role of family in treatment, permission for any special procedures and activities at the facility. All the above will also be communicated to the patient and the family at the time of admission and written permission will be obtained from family member/accompanying member for outdoor activities.

3. Post Primary Care

A. Medical Procedures

- a) Like in primary care, patients should be regularly monitored by medical team.
- b) Any unusual signs must be immediately reported to the medical officer and the counsellors for appropriate actions.

B. Post Primary Care Psychosocial therapy

- a) Psychologist will offer weekly therapeutic sessions for the duration of 12 weeks, followed by fortnightly sessions for the rest of the period during the patients stay in halfway house.
- b) After 12 weeks, the session's frequency will also be subjected to the patient's recovery goals.
- c) The psychologist will assist patient to develop insight to resolve emotional issues,

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

triggers identification, craving management, maintaining positive social connections, conflicts resolution, and handling self-esteem related issues.

- c) Hence during the secondary care, the psychologist will continue working on RPP with the patient on following aspects of recovery:
- d) Psychologists will also be responsible for psycho education and therapeutic groups including psycho-education, art and crafts, community meetings, process group and RPP.
- e) Psychologists will also conduct family sessions/lectures and process groups to help family develop insight into the addiction as a disease, and understand their role in caring for the loved ones suffering from addiction.
- f) At the time of discharge a goodbye group session will be held for feedback to the patient and the family and re-emphasize the importance of staying in recovery.
- g) Psychologists must maintain the records of weekly goals and all the above group/one-one session proceedings.
- h) Psychologists **MUST REPORT** to the administration, medical team and the family about suicidal ideation, suicidal attempt, self-harm or any other significant behavior/incidence during the assessment or any stage of treatment.

21.3

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

6. Aftercare and Follow Up Services

S. No.	Key Progress Indicators (KPIs)	Aftercare and follow up services – 25 Marks			
6	Description	To continue the rehabilitation process within the community after discharge from the Rehabilitation Facility. The aftercare and follow-up program should facilitate the client's reintegration to the community and to prevent relapse into drug dependency.			
	Measurement/ Criteria	Action Plan	Frequency	Observation Memo	Marks
	1	Vocational training in at least six different skills to detoxified (in case of adults)	The training shall begin in every quarter and the duration of each training provided should not be less than three (03) months. More emphasis shall be made on vocational skills training and social reintegration of treated patients.	Vocational skills trainings should be provided according to their needs and interests and the same shall be reviewed by an Independent Expert with 10% increase in improvement on yearly basis effective second year from the start of training sessions. Further, Independent Expert shall evaluate/assess progress on participants' skill development and readiness for employment through structured assessments on completion of every training course and to monitor behavioral changes and adherence to treatment plans as indicators of potential employability.	5
2	Job placement in different government, semi government, private, organizations and self-employment of the treated persons	Implement regular job placement programs, ideally on a monthly basis, to ensure ongoing support for individuals in recovery.	Independent Experts to assess participants' commitment to ongoing recovery, as it can impact job retention with 10% increase in improvement on yearly basis.	4	

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

	3	Enrolment of children in a local school or non-formal education (in case of children)	Implement regular education enrollment programs, ideally on a monthly basis, to ensure ongoing support for children in recovery.	Independent Experts to assess participants' commitment to ongoing recovery, as it can impact enrollment/retention ratio. The enrollment in formal or non-formal education shall register an increase of 10% on yearly basis.	4
	4	Individual, Family and Group Counselling	Sober events to be held weekly or monthly	The Independent Expert shall evaluate the outcome information and that also will help assess the effectiveness of the program and modify it suitably. Such evaluation will also identify staff training needs and the direction the program must take	4
	5	Creation of an Alumni Programs			4
	6	Follow up services for rehabilitated persons to reduce chances of relapse.	At least on a fortnightly basis, - A telephone hotline to call for support. - In-person or telephone check-ins. - Online support through email, message boards, and social media.		4

ANNEX III – OPERATOR'S SCOPE OF WORK

SCOPE OF WORK GOVERNMENT HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI

50 BEDDED REHABILITATION CENTER

The bidder or if the bidder is a consortium / is required to as per the timelines of the Concession Agreement:

1. To establish and maintain acceptable standards for operation of Drug Treatment and Rehabilitation center.
2. To keep the facility operational 24 hours a day during the concession term.
3. To improve the health and quality of the life of people with drug use disorders, and to help individuals achieve recovery to the extent possible.
4. To ensure efficient and effective delivery of drug treatment and rehabilitation services to:
 - Stop or reduce drug use;
 - Improve health, well-being and social functioning of the affected individual; &
 - Prevent future harms by decreasing the risk of complications and relapse.

The underlying scope of work is as follows:

- A. Installation Phase/ IPP Period
- B. Operating and Maintenance Phase

A. Installation Phase:

➤ Refurbishment / Renovation of existing facility (where required) During the IPP Period

1. **Safety Upgrades:** Prioritize safety upgrades to address any structural deficiencies, electrical hazards, fire safety concerns, or accessibility issues within the facility. This may include installing smoke detectors, fire extinguishers, emergency lighting, handrails, ramps, and other features to enhance safety for residents and staff.
2. **Environmental Modifications:** Evaluate the indoor environment for factors that may impact residents' health and well-being, such as ventilation, air quality, natural light, and noise levels. Consider making modifications to improve indoor air circulation, reduce exposure to environmental toxins, enhance natural lighting, and minimize disturbances to support a therapeutic atmosphere.
3. **Space Utilization:** Assess the layout and functionality of existing spaces within the facility to optimize space utilization and accommodate the diverse needs of residents and staff. This may involve reconfiguring rooms, creating multipurpose areas for group activities and therapy sessions, and enhancing privacy and confidentiality in living quarters and treatment areas.
4. **Aesthetic Enhancements:** Incorporate aesthetic enhancements to create a welcoming and aesthetically pleasing environment that promotes a sense of comfort, dignity, and well-being for residents. This may include interior design updates, paint refreshments,

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT
HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

artwork displays, landscaping improvements, and the creation of outdoor recreational areas for relaxation and leisure activities.

➤ **Installation of Furniture and Fixture / Medical Equipment / Safety and Security**

1. Furniture and Fixtures:

- a. Choose furniture that is durable, comfortable, and easy to clean to withstand the demands of a healthcare environment.
- b. Select furnishings that promote safety and minimize the risk of injury, such as rounded edges, non-slip surfaces, and sturdy construction.

2. Medical Equipment:

- a. Equip the Drug Rehabilitation Center with essential medical equipment necessary for providing quality healthcare services, including diagnostic tools, treatment modalities, and monitoring devices such as X-Ray machines, Blood test equipment and ECG machines and any other machines as deemed appropriate by the bidder/operators
- b. Implement regular maintenance schedules and quality assurance protocols to ensure the reliability, functionality, and safety of medical equipment throughout its lifespan.

3. Safety Measures:

- a. Implement comprehensive safety protocols and procedures to mitigate potential risks and hazards within the Drug Rehabilitation Center, including measures to prevent falls, accidents, and emergencies.
- b. Install appropriate safety features such as handrails, grab bars, non-slip flooring, and emergency call systems in resident rooms, bathrooms, and common areas to enhance safety and accessibility.
- c. Conduct regular safety inspections and risk assessments to identify and address potential safety concerns, such as fire hazards, electrical issues, and environmental hazards, in a timely manner.

4. Security Measures:

- a. Implement robust security measures to safeguard the well-being and confidentiality of residents, staff, and visitors within the Drug Rehabilitation Center.
- b. Control access to the facility through secure entry points, visitor registration processes, and electronic access systems to prevent unauthorized entry and ensure a safe and secure environment.
- c. Implement surveillance systems and security alarms to monitor activity within the facility and deter potential security threats, vandalism, or theft.

➤ **Staffing**

1. Nursing Staff:

- a. Hire registered nurses (RNs) to provide clinical care, medication administration,

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT
HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

health assessments, and coordination of care for residents undergoing addiction recovery.

- b. Consider employing licensed practical nurses (LPNs) or licensed vocational nurses (LVNs) to assist RNs with patient care tasks, such as administering medications, wound care, and monitoring vital signs.
- c. Ensure adequate staffing levels across all shifts to provide 24/7 nursing coverage and address the medical needs of residents, including during evenings, nights, weekends, and holidays.

2. Hiring of Key Staff:

- a. Hire medical doctors and psychiatrists specializing in addiction medicine to provide clinical care, medication management, psychiatric assessments, and treatment planning for residents undergoing addiction recovery.
- b. Ensure they oversee the health assessments and coordinate the care plan for each resident, integrating medical and psychiatric care as needed.
- c. Employment of psychologists to provide therapy and counseling services, complementing the medical and psychiatric treatment provided by the doctors and psychiatrists.
- d. Additionally, consider hiring a project director to oversee the overall operations of the facility, ensuring smooth functioning and adherence to regulatory standards.
- e. Employ an accounts/compliance manager to handle financial matters, budgeting, and ensure compliance with legal and regulatory requirements.

3. Non-Nursing Staff:

- a. Employ security guards to ensure the safety and security of residents, staff, and visitors within the Drug Rehabilitation Center.
- b. Hire janitorial staff to maintain cleanliness, hygiene, and sanitation standards within the Drug Rehabilitation Center.
- c. Ensure adequate staffing levels to ensure safety, security, cleanliness, and operational efficiency, contributing to the overall well-being and success of residents in recovery.

4. Staffing Ratios and Workload Management:

- a. Determine appropriate staffing ratios and workload expectations for nursing and non-nursing staff based on resident acuity, census, care needs, and regulatory requirements.
- b. Monitor staffing levels regularly and adjust staffing patterns as needed to ensure that workload is distributed equitably and that staff have adequate time and resources to meet residents' needs effectively.
- c. Address staffing shortages or surpluses proactively through strategies such as cross-training, flexible scheduling, temporary staffing agencies, or staff

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT
HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

reassignments to maintain optimal staffing levels and resident care quality.

➤ **Developing the facilities according to the applicable standards for rehabilitation Centre**

The bidder must ensure compliance with standard in order to create a conducive environment for recovery. This involves adhering to regulations and guidelines to develop facilities that prioritize the safety, well-being, and inclusivity of residents. Key considerations include accessibility, safety measures, and the provision of resources to support holistic healing and rehabilitation.

Operating and Maintenance Phase:

1. Operation & Maintenance of the Infrastructure and Installed Equipment(s)

- To ensure efficient and effective delivery of drug treatment and rehabilitation services, the premises and other environmental resources will need to meet the requirements of appropriate regulatory bodies. The accommodation provided in the program should be comfortable and should meet the needs of the residents keeping in view the right to privacy and confidentiality, dignity, respect and personal independence.
- During operation and maintenance phase, the Operator shall be required to maintain the Facility as per the best industry practices and as per the requirements to fulfill with an adequate DRC.
- Operator will be responsible to establish and maintain a **Repair and Maintenance Plan** i.e., Organizations' policies and procedures regarding overall maintenance of buildings, furniture & fixture, medical equipment, safety and security equipment etc.
- Operator will be responsible to established and maintained **Disaster Management plan**, which must be developed and maintained with assistance of qualified fire, safety, and other appropriate experts.
- Operator shall be responsible to maintain and implement **Health & Hygiene practices and Food Plan** in the facility, with proper cleanliness in Non- Residential and Residential area, corridors, other areas and wherever movement of patients and staff takes place within the premises.

2. Housekeeping / cleanliness as per applicable standards:

- The facility's staff at all times should be tidy and in clean uniforms.
- For Housekeeping, cleanliness of the complete facility, at all times and to identify, investigate, prevent, and control the cause of patient infections, the facility must have written **Sanitary Environment Plan** which must have details about catering facilities (provided to the users, which must be hygienic, healthy and to be provided in disposable crockeries), procedure for efficient biomedical waste disposal of the facility(s), procedure for disinfection, fumigation and paste control / anti-bacterial services, laundry services.

3. HR Management / Records, Reporting, Accounts and Audits:

The Operator shall be responsible to maintain detail record of staff:

- All professionals and non-professional staff with their proven credentials / Special licensing

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT
HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

conditions associated with the service, if any, for the period of concession.

- Written Rules and Regulation, according to applicable International HR Management Standards, must be available and should be followed in the Facility.
- All records and reports to be uploaded on SOURCE Platform and the same shall be updated regularly.
- Written **Responsibility of staff** ¹ including but not limited to the following:

Experts / Psychiatrist/ Psychologist / psychotherapist Social workers / Occupational therapist /councilor / Physician/ dietitian / General and psychiatric nurse / other support staff / volunteer patients working in hospital.

The Operator shall be responsible to deliver, implement and maintain detail record of:

- Prevention Activities with No. of awareness program conducted on hotspot areas and awareness campaign through electronic / Print / social media/ Recreational activities inside and outside of premises.
- Community meetings for awareness and coordination on mental health promotion and addiction prevention spiritual, religious preaching, activities conducted.
- National & International events commemoration.
- Sports activities, mentoring session.
- Comprehensive insurance policies for damages to the facilities and O&M Works, Comprehensive Third-Party Liability.
- Maintain Stock register of medicine and other medical equipment etc.
- Facilitating the statutory and other audit process in respect of books of accounts and technical details as per the Management Contract. Ensure Bio-metric attendance of staff for recording / monitoring of staff attendance during the O&M Period.
- Keep paid up all utility bills at all times, keeping in view the efficient utilization of the utilities.
- Policies and procedures for staff recruitment and performance monitoring and should be clearly articulated and known to all.
- Service level agreement (if any)

The Operator shall be responsible to maintain complete details of patients:

- No. of Volunteer patients, listing (family).
- No. of Patients found on street / involved in Crime.
- No. of Vulnerable group
- Preparation of case histories of patients
- Maintain complete details of follow up, relapsed patient, recovered patient.
- Details Plan of Essential Treatment / Services, Patient Care Policy, Patients' Treatment Plan
- Patient record and data collection systems should be in line with international indicators and should be in place to ensure accountability and continuity of treatment and care, while respecting patient confidentiality.

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT
HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

4. Placement after Recovery and Follow Up Services

For reintegration in the society Operator shall be responsible:

- Identify skill-based jobs, on best effort basis, for reintegration of patients into the society.
- Vocational training in at least six different skills to detoxicated (in case of adults)
- Enrolment of children in a local school or non-formal education (in case of children)
- Coordination / cooperation through NGOs and other government departments for identifying suitable opportunities for the patients.
- Develop Self-help groups or mentors and provide them job opportunities within the facility or facilitate in placement.
 - Individual, Family and Group Counselling
 - Creation of an Alumni Programs
- Liaising with nearby law enforcement agency(s) and relevant medical hospital(s) as required on case to case basis.
 - Follow up services for rehabilitated persons to reduce chances of relapse.
 - Work plan for moral and inspiration of the employees of the DRC.

5. Prevention / Awareness / Research Work:

- Conduct proper survey to identify Hot Spots, most affected age group, potential drivers, etc. of drugs addiction in Karachi and to make a Comprehensive Strategy for awareness campaigns, at least once a quarter (3 months).
- Use Print, Social, Electronic Media or awareness programs.
- The Operator will be responsible to provide Detail Program at the start of each financial year. For Prevention and Awareness campaigns/programs to include, but not limited to, the following: -
 - Providing basic info about drug use and abuse (informative lectures)
 - Facebook live sessions on diverse topics for children mental health
 - Awareness sessions in communities' school and colleges on mental health & wellbeing
 - Field Visits to identify and motivate adults and young children and their parents for the treatment of SUD
 - Helping them to share the damage caused guiding them to develop short term and long-term goals (counseling)
 - Strengthening motivation by providing tips to stay sober (sharing by recovering patients) Inculcating values through narration of stories (story telling).
- Manger will be responsible for running awareness campaigns through:
 - Awareness Program at public place / educational institution and **HOTSPOT** areas etc.
 - Healthy, recreational, leisure, religious, sports activities.

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT
HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

- Community engagement.
- Operator shall be responsible to put information on the availability and accessibility of essential treatment services within easy reach, using multiple sources including the Internet, printed materials and open access services.

6. Patient Treatment:

Treatment services and interventions must be based on scientific evidence, and match the specific needs of individual patients at a particular phase or severity of their disorder should be gender-sensitive. Operator shall be responsible to maintain and implement approved Detailed Plan of Essential Treatment / Services², Patient Care Policy³, Patients’ Treatment Plan⁴.

If the facility provides its own laboratory services, the services must meet the applicable requirements for laboratories. If the facility chooses to refer specimens for laboratory testing, the referral laboratory must be certified in the appropriate specialties and subspecialties of services in accordance with applicable standards.

Manger shall be responsible to follow the standard / appropriate sequence of procedure during each phase of treatment i.e. Assessment, Detoxification and Rehabilitation.

Assessment Phase	Detoxification Phase	Rehabilitation Phase
<ul style="list-style-type: none"> ➤ Use standard assessment / screening procedures according to the substance and model used. ➤ Conduct all necessary tests (including blood test, HIV/AIDS, hepatitis A/ B/ C, tuberculosis, and other infectious diseases, COVID-etc.) at the time of treatment / admission. ➤ Liaising with nearby law enforcement agency(s) and relevant medical hospital(s) as required on case-to-case basis. ➤ Identify and address additional physical or psychological Comorbidities. (If required). 	<ul style="list-style-type: none"> ➤ Appropriate level of treatment according to the substances and model, or any other method according to best practices in medical science (international best practices). ➤ Follow appropriate phases of detoxification i.e. evaluation, stabilization, and preparing entry into the detailed treatment process. 	<ul style="list-style-type: none"> ➤ Perform psychotherapy Occupational therapy, group therapy, on to one therapy, family therapy etc. ➤ Skill development (refine exiting skill, new skill set according to the need/ demand) in-house or outsourced. ➤ Spiritual or Religious preaching/ teaching/ plantation/ agro therapy. ➤ Activities like sports / music etc.

1) Staff and their Responsibilities during treatment of patient:

- Punitive, humiliating or degrading interventions (such as beatings, chaining, withholding of treatment and food, etc.) should never be used. A strict code of ethics for staff should apply.

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT
HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

- Selected and properly trained peers can work in treatment services, providing specific interventions aimed at helping identify patients, engage them and keeping them in treatment.
- Staff of treatment services should receive proper training in the delivery of treatment in full compliance with ethical standards and human rights principles, and show respectful, non-stigmatizing and non-discriminatory attitudes towards service users.
- Staff working in specialized services for drug use disorders should be adequately qualified, and receive on-going evidence-based training, certification, support and clinical supervision.
- Ethical standards of care in treatment services should apply to all populations with special treatment and care needs, without discrimination.
- Service procedures should require staff to adequately inform patients of treatment processes and procedures, including their right to withdraw from treatment at any time.
- Primary health care professionals should be trained in the identification of drug use, as well as the diagnosis and management of drug use disorders and related health conditions.
- The treatment of drug use disorders in primary health care should be supported by specialized services with the required skills and competences, particularly for the treatment of severe cases and patients with comorbid psychiatric and physical health conditions.
- Any research conducted in treatment services involving patients should be subject to the review of human research ethical committees. Ethical committees are encouraged to consider the opinions of people who have experienced drug use and drug treatment and are recovering from drug use disorders. The participation of patients in the research should be strictly voluntary, with informed written consent obtained in all cases.

2) Detailed plan of Essential Treatment / Services:

- The services include: community-based outreach; services in non-specialized settings; inpatient and outpatient treatment; medical and psychosocial treatment (including the treatment of alcohol and other substance use disorders as well as other psychiatric or physical health comorbidities); long-term residential or community-based treatment or rehabilitation; and recovery-support services.
- Essential treatment services include: outreach services; screening and brief psychosocial interventions; diagnostic assessment; out-patient psychosocial and pharmacological treatment; the management of drug-induced acute clinical conditions (such as overdose, withdrawal syndrome); inpatient services for the management of severe withdrawal and drug-induced psychoses; long-term residential services; the treatment of comorbid substance use and psychiatric and physical disorders; and recovery management services delivered by trained clinicians.

3) Patient Care Policy:

The Patient Care Policy, a written description of personnel tasks during medical emergencies and specific responsibilities, where assigned, the types of drugs and biological usually kept on the premises, their use, their manner of storage, who has access to these materials and a procedure for periodic review to determine the expiration date of the drugs and biological, criteria about patient admission, continuing care. The patient care policies must ensure security and privacy of the patients and their families and must include the following:

- A description of the services the facility furnishes through employees and those furnished under arrangements;

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT
HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

- Rules for and personnel responsibilities in handling medical emergencies;
- Rules for the storage, handling, and administration of drugs and biological;
- Criteria for patient admission, continuing care, and discharge;
- A procedure for explaining to the patient's family the extent and purpose of the services to be provided;
- A procedure to assist the referring physician in locating another level of care for patients whose treatment has terminated and who are discharged;
- A requirement that patients accepted by the facility must be under the care of a physician;
- A requirement that there be a plan of care established by a physician for each patient;
- Timing of Facility for Patient, visitor and family/ relatives of patients.
- A procedure to ensure that the group of professional personnel reviews and takes appropriate action on recommendations from the utilization review committee regarding patient care policies.

4) Patient Treatment Plan

- Delineate anticipated goals and specify the type, amount, frequency and duration of services to be provided and indicates the diagnosis and anticipated rehabilitation goals.
- It must be promptly evaluated after changes in the patient's condition and revised when necessary.
- It must, if appropriate, be developed in consultation with the facility physician and the appropriate facility professional personnel.
- It must be reviewed at least after every 60 days (the 60-day period begins with the first day of skilled rehabilitation therapy) by a facility physician who, when appropriate, consults with the professional personnel providing services.
- It must be revised if the comprehensive reassessment of the patient's condition indicates the need for revision.
- The time, date, referring physician's name, if any, source and contents of the verbal order must be documented and signed by the person receiving the order, and countersigned by the referring physician as soon as possible.
- Detail of necessary tests (including blood test, HIV/AIDS, hepatitis A/ B/ C, tuberculosis, and other infectious diseases, COVID-etc.) at the time of treatment / admission.
- After treatment has begun, any change in the plan of treatment should be supported in the patient's clinical record by dated documentation signed by either the facility physician. Any change in the patient's condition must be accompanied by a revised plan of treatment.
- Actual Lengths of Patient stay at hospital
- Their Sources, Age and gender etc.
- Patient Profile / IDs / data in integrated management information System.

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT
HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

- Average No. of days required to recover.
- Results of each phase of treatment i.e., Assessment, Detoxification and Rehabilitation.
- The patients should grant informed consent before treatment begins and have an option to withdraw from treatment at any time, except for patients brought through legal/criminal system.
- All the inpatient and outpatients shall be provided detailed therapies or other techniques of treatments, as deemed necessary.

Note:

To provide better treatment and rehabilitation facilities to meet the quality standards, manger can follow the standards of UNODC regarding Drugs Treatment

- International standards for the treatment of drug use disorders by UNODC.
- Treatment Quality Standards for Drug Dependence Treatment and Care Services by UNODC.
- Drug Treatment and Rehabilitation: a Practical Planning and Implementation Guide.

The bidder must develop a comprehensive treatment protocol for individuals undergoing various stages of drug dependency, including assessment, detoxification, and rehabilitation. The plan should encompass detailed strategies tailored to each stage of the treatment process, ensuring thorough care and support for patients throughout their journey towards recovery. The proposed approach should address the unique needs and challenges faced by individuals at each stage, emphasizing a holistic and evidence-based approach to treatment. By outlining specific methodologies and interventions, the bidder should aim to optimize patient outcomes and promote sustained recovery from substance abuse. This comprehensive plan should underscores the bidder's commitment in delivering effective and compassionate care to individuals seeking support for drug dependency and treatment.

The bidder must be prepared to undertake any supplementary tasks necessary to achieve the Key Performance Indicators (KPIs) effectively, if any.

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT
HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

ANNEXURES

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

ANNEXURES

REFERENCE DETAIL OF SCOPE OF WORK IN INSTALLATION PLANNING AND PREPARATION PHASE

The Manger shall be required to:

- Carry out preliminary survey of infrastructure / Facilities for preparing the required interventions which may include refurbishment, refurnishing, upgrading and / or procuring the required material/resources for Rehabilitation Centre(s) for drugs addicts
- Undertake all works necessary during the Installation period, in order to ensure that the facility is brought up to the required standard for carrying out operational activities smoothly.
- Prepare detailed overall, refurbishment plan along with budget and the same shall be reviewed by the Independent Engineer

During the Installation Period, the **scope of work** of the Operator shall, *inter-alia*, constitute the following:

- Refurbishment / Renovation of existing building and structure (where required).
- Installation of Furniture and Fixture / Medical Equipment / Safety and Security.
- Staffing
- Developing the facilities according to the applicable standards for rehabilitation Centre.

Refurbishment / Renovation of the Facilities	Installation of Furniture & Fixtures	Installation of Medical Equipment(s)	Installation(s) of Safety & Security	Staffing and Others Activities
<p>Design & Construction of the following, as per the architectural design, within the Facility:</p> <p>A. Non-Residential Treatment* Area including but not limited to the following:</p> <p>➤ Patient Reception Area / Group Meeting Area.</p>	<p>➤ Procurement and installation of Furniture & Fixture as per Approved specification</p> <p>➤ Beds, tables, chairs, benches etc. for patients and their attendants.</p> <p>➤ Computer system/Laptops and printers, Multimedia /Fax Machine / telephone, Photocopier for staff etc.</p>	<p>➤ Medicine /Instrument cupboard, Wooden and Steel cabinets, over bed trolley, Wheel Chair, etc.</p> <p>➤ Anesthesia apparatus with ventilator, Patient monitor normal and with (gas cylinder), Suction Machine.</p> <p>➤ Pulse Oximeter, Intensive care ventilator (Optional) ECG Machine</p>	<p>➤ Fire Extinguishers, water sprinklers, fire alarms and Fire Exit(s) etc.</p> <p>➤ Reception and information desk / counter, check post etc.</p> <p>➤ Walk through gates, scanners and manual barriers.</p>	<p>Staffing:</p> <p>➤ Hiring & placement of required staff necessary for running the facility including but not limited to doctors, paramedical staff, admin, janitorial and security.</p> <p>Others:</p> <p>➤ Necessary electric/solar system / gas / water/</p>

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

ANNEXURES

<ul style="list-style-type: none"> ➤ Consultation, Examination and Treatment Room and Psychological Testing Area. ➤ Toilet / bath / lavatory – one for every 10 patients. ➤ HR Management / Records, Reporting, Accounts and Audits. ➤ Dispensary and Laboratory for specific tests etc. ➤ General Cafeteria, Wazu area, Prayer room <p>B. Residential Treatment** Area including but not limited to the following:</p> <ul style="list-style-type: none"> ➤ Registration Area/ Waiting Area / Reception. 	<ul style="list-style-type: none"> ➤ Cupboards, dispensers, ACs, filling cabinet, etc. ➤ Install any other necessary electric appliances, furniture & fixtures etc. where required. 	<ul style="list-style-type: none"> 6 channel, Glucometer, Ultrasonic nebulizer, Resuscitation Trolley. ➤ Blood gas analyzer, Bowel stand with two bowels, Equipment trolley, Instrument Trolley, EEG Monitor, Flow meter with humidor, Dressing Trolley, Venisection kit, Drugs detox kits. ➤ BP Apparatus(set) wall mounted / mobile on stand / table type, X-ray Viewer (Small size & large size), ➤ Medicament Refrigerators Small, Refrigerator for store blood, Drug analyzer, Portable X ray Machine 100 MA, Weight -Height Machine, Gas burner for pantry, Refrigerators for patients, Examination couch, Footstep’s double, Waste basket(s), Waste paper. 	<ul style="list-style-type: none"> ➤ Security Guard(s) & their patrolling system. ➤ Access control system for staff (with multiple electronic doors) ➤ Bio-Metric attendance of staff for recording / monitoring attendance. ➤ Digital & Closed-circuit camera(s) for monitoring & Security. ➤ Power generators as per working load of the facilities including UPS etc. ➤ Separate attendance mechanism for inpatients / admitted patients as per the arrangements. ➤ Restricted / Access control entry and exits of required blocks and the overall facility. ➤ Control room facility 	<ul style="list-style-type: none"> communication connections from relevant authorities. ➤ All the utility(s) bills shall be paid, at all times, during the Installation Period. ➤ Developing modus operandi / SOPs as per facility management information system. ➤ Purchase necessary Medicine, (If any) to maintain emergency stock and stock Register.
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**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

ANNEXURES

<ul style="list-style-type: none"> ➤ Emergency Clinic. ➤ Counseling and Testing Room. ➤ Separate Living Quarters for female and male with Toilet ➤ Dining Area, Kitchen area with provision for security / lock of all sharp objects, Laundry area. ➤ Multipurpose area (religious, recreational, educational, skill development activities etc.) to provide overall healthy and hygienic environment in the facility. ➤ Outdoor Activity Area. ➤ Toilet. ➤ Administrative Office, Section(s) for Doctors, Psychiatrists, Psychologists, Medical Officers, Supporting 		<ul style="list-style-type: none"> ➤ Exercise Machines. ➤ weighing scale ➤ Temperature control system, for medicine. ➤ Or any other medical equipment where required. 	<p>linked with nearby law enforcement agency(s) and relevant medical hospital(s).</p>	
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**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

ANNEXURES

<p>Para Medical Staff.</p> <ul style="list-style-type: none"> ➤ Procedure Room, Detoxification. ➤ Specific sections/area/store for medicine, Psychotherapy Exercise, Vocational / occupational therapy. <p>Miscellaneous:</p> <ul style="list-style-type: none"> ➤ Carry out electrical work, keeping patient safety and security in mind, Plumbing, Sanitary work, HVAC where required. ➤ Any other facility / block / arrangement as per requirements, proposed in architectural / engineering design drawings deemed necessary to ensure optimum efficiency. <p>Note: For Guidelines in Design of Non-Residential Treatment Area and</p>				
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**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

ANNEXURES

<p>Residential Treatment Area, Table-A and Table-B are attached below.</p>				
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***Non-residential Treatment (Out-patient Center)**

A health facility that provides diagnosis, treatment and management of drug dependents on an outpatient basis. It may be a drop-in/walk-in Center Or any other office/facility used by support groups that provide consultation or counseling. From time to time, it may provide temporary shelter for patients in crisis for not more than twenty- four (24) hours.

****Residential Treatment Center (In-patient Center)**

A health facility that provides comprehensive rehabilitation services utilizing, among others, any of the accepted modalities: Multidisciplinary Team Approach, Therapeutic Community Approach and/or Spiritual Services towards the rehabilitation of a drug dependent.

Guidelines in the Planning and Design of Treatment and Rehabilitation Facilities:

- a. The size of the facility must be adequate for the intended use- the building shall be well-ventilated and spacious for occupants to be relatively comfortable to allow privacy for the medical treatment area, counseling and group activities. The land area must whenever possible have enough space for sports and recreation and learning activities.
- b. The building should meet construction and safety standards, as well fire regulation and health and sanitation requirements.

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

ANNEXURES

- c. Bathroom and toilets – There shall be at least one bathroom, one toilet, and one lavatory is in good working conditions for every ten patients. The bathroom and toilets shall not be provided with locks except those for the exclusive use of administrative staff.
- d. Kitchen shall be clean at all times and shall be equipped with adequate basic cooking utensils and food storage and with provision to secure/locks all sharp objects.
- e. Dining area shall be clean, well-lighted, protected from insects and vermin, cheerfully decorated and shall be provided with chairs and tables.
- f. **For residential facilities with bedrooms, the requirements are:**
1. The bed shall be placed at least 100 cm. or one (1) meter apart.
 2. If a double-decked bed is utilized, this shall have at least one- meter space from the ceiling and again between the upper and lower beds.
 3. The bedroom shall be clean and orderly at all times.
- g. Emergency clinic shall accommodate patients who are physically sick. It must be well-secured, spacious enough for at least two patients and with provision for their personal hygiene and excretory functions. It must be visibly accessible for those who are on duty.
- h. Adequate water supply and electricity must be available to the extent possible; there must be telephone and other means for outside communication.

**TABLE-A
GUIDELINES IN THE DESIGN OF NON-RESIDENTIAL TREATMENT AREA¹
(Minimum of Forty (40) Square Meters in Floor Area)**

Area	Activity	People	Equipment	Furniture and Fixture	Minimum Floor Area in Square Meters	Planning Relationship
Patient Reception Area / Group Meeting Area	<ul style="list-style-type: none"> • receiving of Patient, • group, counseling, education and 	<ul style="list-style-type: none"> • clerk • patient • parents/guardians • physician • psychologist /social 		<ul style="list-style-type: none"> • bench • chair • office table 	15.00 (accommodate 7 persons and attendant at a given time)²	<ul style="list-style-type: none"> • immediately accessible to patient • located near entrance of the

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

ANNEXURES

	therapy • follow – up and aftercare program	worker				facility
Consultation, Examination and Treatment Room and Psychological Testing Area	<ul style="list-style-type: none"> • drug abuse assessment and management • emergency assistance for drug withdrawal and psychiatric illness 	<ul style="list-style-type: none"> • patient • nurse • physician 	<ul style="list-style-type: none"> • clinical weighing scale • examining light • examining table • sphygmoma nometer • stethoscope • psychological testing materials 	<ul style="list-style-type: none"> • chair • office • table • lavatory • medicine cabinet 	10.04³	<ul style="list-style-type: none"> • adjacent to patient reception area / group meeting area
Toilet with lavatory	<ul style="list-style-type: none"> • managing of personal hygiene 	<ul style="list-style-type: none"> • clerk • patient • nurse • physician • psychologist / social worker 	<ul style="list-style-type: none"> • 	<ul style="list-style-type: none"> • lavatory water closet 	1.67	<ul style="list-style-type: none"> • separate toilet and hand washing facility • adjacent to consultation, examination and treatment room
HR Management / Records, Reporting, Accounts and Audits:	<ul style="list-style-type: none"> • performance of personnel, accounting, records, supply and housekeeping 	<ul style="list-style-type: none"> • clerk 	<ul style="list-style-type: none"> • computer • printer • telephone 	<ul style="list-style-type: none"> • cabinet • chair • office table 	5.02⁴	<ul style="list-style-type: none"> • located near entrance

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

ANNEXURES

**TABLE-B
GUIDELINES IN THE DESIGN OF RESIDENTIAL TREATMENT AREA⁵
(Minimum of Twenty Five (400) Square Meters in Floor Area)**

Area	Activity	People	Equipment	Furniture and Fixture	Minimum Floor Area in Square Meters	Planning Relationship
Registration Area/ Waiting Area / Reception	<ul style="list-style-type: none"> receiving of patient 	<ul style="list-style-type: none"> Clerk Patient Physician Psychologist social worker 	<ul style="list-style-type: none"> computer printer telephone 	<ul style="list-style-type: none"> Bench Chair desk 	20.00 (Accommodate 7 persons and attendant at a given time)	<ul style="list-style-type: none"> Immediately accessible to patient located near entrance
Emergency Clinic	<ul style="list-style-type: none"> drug abuse assessment and management emergency assistance for drug withdrawal and psychiatric illness 	<ul style="list-style-type: none"> patient nurse physician 	<ul style="list-style-type: none"> clinical weighing scale examining light examining table sphygmomanometer stethoscope thermometer 	<ul style="list-style-type: none"> bed lavatory 	10.04	<ul style="list-style-type: none"> adjacent to patient reception area
Counseling and Testing Room	<ul style="list-style-type: none"> drug abuse assessment and management individual counseling, education and therapy 	<ul style="list-style-type: none"> patient nurse physician 	<ul style="list-style-type: none"> psychological testing materials 	<ul style="list-style-type: none"> arm chairs office table 	10.04	<ul style="list-style-type: none"> adjacent to patient reception area

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

ANNEXURES

	<ul style="list-style-type: none"> • follow – up and aftercare program 					
Separate living Quarters (Female / Male) with Toilet	<ul style="list-style-type: none"> • lodging • storing of personal belongings • managing of personal hygiene 	<ul style="list-style-type: none"> • patient 	<ul style="list-style-type: none"> • electric fan 	<ul style="list-style-type: none"> • bed • cabinet 	111.45 (accommodate 15 persons at a given time) ⁶	<ul style="list-style-type: none"> • segregated for privacy
Dining Area	<ul style="list-style-type: none"> • taking of meals 	<ul style="list-style-type: none"> • patient 	<ul style="list-style-type: none"> • electric fan 	<ul style="list-style-type: none"> • chair • table 	42 (accommodate 30 persons at a given time) ⁷	<ul style="list-style-type: none"> • adjacent to kitchen
Kitchen	<ul style="list-style-type: none"> • cold and dry storage • food preparation • cooking and baking • serving and food assembly • washing 	<ul style="list-style-type: none"> • cook • cooking aide 	<ul style="list-style-type: none"> • electric fan • refrigerator • sink • stove 	<ul style="list-style-type: none"> • cabinet • counter 	4.65	<ul style="list-style-type: none"> • adjacent to dining area
Multipurpose area/recreational area	<ul style="list-style-type: none"> • group counseling, education and therapy • rehabilitation • follow – up and aftercare 	<ul style="list-style-type: none"> • patient • physician • psychologist / social worker 	<ul style="list-style-type: none"> • electric fan • karaoke • television 	<ul style="list-style-type: none"> • chair • table 	42 (accommodate 30 persons at a given time)	<ul style="list-style-type: none"> • accessible from female and male ward

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

ANNEXURES

	program					
Outdoor Activity Area	<ul style="list-style-type: none"> • group counseling, education and therapy • rehabilitation • follow – up and aftercare program 	<ul style="list-style-type: none"> • patient • physician • psychologist / social worker 		<ul style="list-style-type: none"> • bench 	42 (accommodate 30 persons at a given time)	<ul style="list-style-type: none"> • accessible from female and male ward
Toilet	<ul style="list-style-type: none"> • managing of personal hygiene 	<ul style="list-style-type: none"> • clerk • nurse • physician • psychologist / social worker 		<ul style="list-style-type: none"> • lavatory • water • closet 	1.67	<ul style="list-style-type: none"> • separate toilet and hand washing facility • accessible from consultation, examination and treatment room • accessible from administrative office
Administrative Office	<ul style="list-style-type: none"> • performance of personnel, accounting, records, supply and housekeeping 	<ul style="list-style-type: none"> • administrator • clerk • 	<ul style="list-style-type: none"> • computer • fire extinguisher • printer • telephone 	<ul style="list-style-type: none"> • cabinet • chair • office tables 	10.04	<ul style="list-style-type: none"> • immediately accessible to patient • located near entrance of the facility

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

ANNEXURES

Reference:

1. Refer to Annex A: Prototype Floor Plan of Non – Residential Treatment Area
2. Based on 1.40 m²/person (unit area per person occupying the space at one time)
3. Clear floor area per examining table that includes space for passage of equipment
4. Work area per staff that includes space for a chair and a desk, space for occasional visitor, and space for aisle
5. Refer to Annex B: Prototype Floor Plan of Residential Treatment Area.
6. Based on 7.43 m²/bed (clear floor area per bed that includes space for single bed, space for occasional visitor, and toilet)
7. Based on 1.40 m²/person (unit area per person occupying the space at one time)

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT
HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

ANNEXURES

**ANNEX IV– GUIDELINES FOR THE TRAININGS OF OPERATORS
EMPLOYEES**

The Training Need Assessment required to be undertaken by the Operator shall be conducted in accordance with the RFP, Concession Agreement, parameters proposed by the Operator and approved by the Authority and the Independent Expert. The parameters shall be provided by the Operator within sixty (60) Days of the Commencement Date and shall be approved by the Authority and the Independent Expert within fifteen (15) Days thereof. The Authority and the Independent Expert may propose any reasonable changes to the test parameters which they deem appropriate.

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT
HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

ANNEXURES

ANNEX V – REPORTING FORMS

[To be developed by the Operator with assistance and guidance from the Independent Expert and Independent Auditor and finalized not more than thirty (30) Days of hiring the Independent Expert and Independent Auditor accordingly. After that, it is to be approved by the Authority within fifteen (15) Days thereof. For the sake of clarity, there shall be different Reporting Forms for Quarterly and annual reporting, in respect of the Independent Expert and Independent Auditor. A certificate mentioning meeting the conditions, i.e., submission of Quarterly/ annual reports in due time, will also be part of the reporting format to be developed.

The Authority reserves its full right to amend the standard reporting templates or notify additional templates to harmonize the Reporting Forms that will be applicable to the Operator with effect from the date of notification issued by the Authority for such modification or addition, if any, during the Concession Period].

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT
HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

ANNEXURES

**ANNEX VI – TERMS OF REFERENCE FOR THE INDEPENDENT
EXPERT AND INDEPENDENT AUDITOR**

The Independent Expert and the Independent Auditor shall, inter alia, be liable to fulfil the duties and responsibilities set out below:

1. APPOINTMENT

1.1 APPOINTMENT OF AN INDEPENDENT EXPERT

1.1.1 The Parties shall appoint such firm as the Independent Expert as may be acceptable to the Parties, provided that the firm to be appointed shall have the following experience for a minimum of three (3) years in the following areas:

- (a) evaluating the medical, administrative performance of Hospitals, Drug Rehabilitation Centres, Therapy centres, medical institutions; and
- (b) assessing the patients performance viz-a-viz expected recoveries.

2. The Parties shall appoint the Independent Expert that shall be responsible for fulfilling its duties and responsibilities for an initial term of five (5) years from the date of the effectiveness of the Independent Expert Agreement (the '**Independent Expert Appointment Term**'); provided, however, that:

- (a) the Independent Expert Appointment Term shall be extended prior to the expiry of the same with the mutual written consent of the Parties so as to ensure that at all times during the Concession Period, an Independent Expert is retained/ appointed for the purposes set out in the Independent Expert Agreement; or
- (b) the Parties shall be entitled to appoint a new Independent Expert prior to the expiry of the Independent Expert Appointment Term (such appointment to be effective upon expiry of the Independent Expert Appointment Term) or termination of the Independent Expert Agreement, whichever is applicable, so as to ensure that at all times during the Concession Period, an Independent Expert is retained/ appointed for the purposes set out in the Independent Expert Agreement. In the event of the appointment of a new Independent Expert upon expiry of the Independent Expert Appointment Term, the provisions of Sections 1.1.1 & 1.1.3 of this Annexure shall apply.

1.1.3 The Operator shall provide proposals with a complete profile of a minimum of three (3) potential Independent Experts, fulfilling the criteria as contemplated in this Annexure, to the Authority within seven (07) Days of the signing of the Concession Agreement. The Authority, at its sole discretion, may select any of them or refuse all such three (3) potential Independent Experts provided by the Operator. In such case, the Operator shall provide a newly revised list of another three (3) potential Independent Experts within ten (10) Days. Provided further, if the newly revised list of potential Independent Experts is not acceptable to the Authority, then Parties shall appoint such firm as the Independent Expert as may be acceptable to the Authority.

1.1.4 The Operator shall pay the Independent Expert against its services rendered to the Parties with a reasonable fee, as agreed upon and approved by the Authority during the Independent Expert Appointment Term, from its Bid Price quoted with its Financial Bid submitted in response to the Request for Proposals issued by the Authority. The Operator shall release the Independent Expert fee on time, as per the payment schedule of the Independent Expert Agreement, in a separate bank account provided by the Independent Expert.

1.1.5 Upon selection of an Independent Expert by the Parties, an Independent Expert Agreement will be executed between all Parties.

1.1.6 Upon signing the Independent Expert Agreement, the Operator shall share copies of its complete Technical and Financial Proposals, submitted to and accepted by the Authority, with the selected Independent Expert, who shall review the Bid to ensure

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT
HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

ANNEXURES

the Operator's performance of the Services in conformity with the RFP, including the Agreement, and the Operator's Bid throughout the Concession Period.

- 1.1.7 The Operator shall ensure that all provisions of this Agreement pertaining to the Independent Expert and its responsibilities in respect of the matters set out herein are duly incorporated in the Independent Expert Agreement.

1.2 APPOINTMENT OF AN INDEPENDENT AUDITOR

- 1.2.1 The Parties shall appoint a firm from the list of reputable firms of chartered accountants placed in any category 'A' to 'C' in the State Bank of Pakistan Panel of Auditors for appointment as the Independent Auditor.

- 1.2.2 The Independent Auditor shall be responsible for fulfilling its duties and responsibilities for an initial term of five (5) years from the date of the effectiveness of the Independent Auditor Agreement (the '**Independent Auditor Appointment Term**'); provided, however, that:

(a) the Independent Auditor Appointment Term shall be extended prior to the expiry of the same with the mutual written consent of the Parties so as to ensure that at all times during the Concession Period, an Independent Auditor is retained/ appointed for the purposes set out in the Independent Auditor Agreement; or

(b) the Parties shall be entitled to appoint a new Independent Auditor prior to the expiry of the Independent Auditor Appointment Term (such appointment to be effective upon expiry of the Independent Auditor Appointment Term) or termination of the Independent Auditor Agreement, whichever is applicable, so as to ensure that at all times during the Concession Period, an Independent Auditor is retained/ appointed for the purposes set out in the Independent Auditor Agreement. In the event of the appointment of a new Independent Expert upon expiry of the Independent Expert Appointment Term, the provisions of Sections 1.2.1 & 1.2.3 of this Annexure shall apply.

- 1.2.3 The Operator shall provide proposals with a complete profile of a minimum of three (3) potential Independent Auditors, fulfilling the criteria as contemplated in this Annexure, to the Authority within seven (07) Days of the Agreement. The Authority, at its sole discretion, may select any one or refuse any or all such three (3) potential Independent Auditors provided by the Operator. In such case, the Operator shall provide a newly revised list of another three (3) potential Independent Auditors within ten (10) Days. Provided further, if the newly revised list of potential Independent Auditors is not acceptable to the Authority, then Parties shall appoint such firm as the Independent Auditor as may be acceptable to the Authority.

- 1.2.4 The Operator shall pay the Independent Auditor against its services rendered to the Parties with a reasonable fee, as agreed upon and approved by the Authority during the Independent Expert Appointment Term, from its Bid Price quoted with its Financial Bid submitted in response to the Request for Proposals issued by the Authority. The Operator shall release the Independent Auditor fee as per the payment schedule of the Independent Auditor Agreement in a separate bank account provided by the Independent Auditor.

- 1.2.5 Upon selection of an Independent Auditor by the Parties, an Independent Auditor Agreement will be executed between the Parties.

- 1.2.6 Upon signing the Independent Auditor Agreement, the Operator shall share copies of its complete Technical and Financial Proposals, submitted to and accepted by the Authority, with the selected Independent Auditor, who shall review the proposals to ensure the Operator's performance of the Services in conformity with the RFP, including the Agreement, and the Operator's Bid throughout the Concession Period.

- 1.2.7 The Operator shall ensure that all provisions of this Agreement pertaining to the Independent Auditor and its responsibilities in respect of the matters set out herein are duly incorporated in the Independent Auditor Agreement.

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT
HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

ANNEXURES

2. DUTIES AND RESPONSIBILITIES

2.1 DUTIES AND RESPONSIBILITIES OF INDEPENDENT EXPERT

2.1.1 The Independent Expert shall, inter alia, be liable to fulfil the duties and responsibilities set out below:

2.1.1.1 **GENERAL**

The Independent Expert shall perform all such roles, duties, and functions as are contemplated to be completed by the Independent Expert in the RFP, including the Agreement. Without limiting the generality of the foregoing, the Independent Expert, from its engagement to the Independent Expert Appointment Term, shall be responsible for the following:

- (a) confirming Authority's Conditions Precedent, Operator's Conditions Precedent, and Joint Conditions Precedent of both the Parties with Independent Auditor and subsequently upon completion of the same or otherwise as mutually agreed by the Parties, the issuance of an Effective Date Notification on a joint basis, i.e., together with the Independent Auditor;
- (b) confirming Operator's completion of IPP Period with Independent Auditor and subsequently upon completion of the same or otherwise as mutually agreed by the Parties, the issuance of an IPP Period Notification on a joint basis, i.e., together with the Independent Auditor;
- (c) ensuring periodical Facility visits to assess and certify fulfilment of Convents and KPIs;
- (d) visiting the Facility, along with the Operator's Key Staff engaged for this Project, once every Quarter for evaluation of the same and providing a report within ten (10) Days following the expiry of the relevant Quarter;
- (e) planning and undertaking sample-based annual assessment of patients in accordance with the Authority's guidelines;
- (f) reviewing and approving/ certifying all activities associated with the fulfilment of KPIs by the Operator;
- (g) producing and submitting reports on Covenants and KPIs fulfilment in each Quarter and Annually, as applicable;
- (h) assisting the Authority and the Operator in designing the reporting and other monitoring, evaluation, and reporting tools (this is expected to be a one-time activity, with revisions on a need basis during the Concession Period);
- (i) preparing guidelines with the Operator for Employment Criteria for Facility-based Staff (this is expected to be a one-time activity, with revisions on a need basis during the Concession Period);
- (j) If required, assisting the Parties in resolving any dispute or making determinations referred to it pursuant to the Agreement;
- (k) reviewing the Operator's submitted engineering, procurement, and construction plans for the Facility's and proposing recommendations to the Authority and/ or Operator, as applicable, in terms of the Concession Agreement;
- (l) reviewing the proposed changes in budget/ assisting in the Re-alignment of the yearly budget during the Concession Period on the request of the Operator and proposing recommendations to the Authority for the needful action;
- (m) issuing Notice of Annuity Amount Payment Adjustment Event to the Operator;
- (n) assisting the Parties in determining, under the Concession Agreement:

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT
HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

ANNEXURES

- (i) existence and consequences of a Force Majeure Event,
 - (ii) an Event of Default;
 - (iii) the remedy of defaults and Termination procedures;
 - (iv) the existence, nature, and consequences of a Change in Law;
 - (v) the existence and consequences of any of the other relief items set out in the Concession Agreement; and/or
 - (vi) any other matter of a technical nature referred by both Parties;
- (o) certifying the Operator's compliance with all the requirements set out under Article 4.1.1 before commencing the KPIs assessment/ verification throughout the Services Period in terms of the Concession Agreement;
 - (p) carrying out any other duties and functions specified in the Concession Agreement, including (but not limited to) reviewing, in case of any unmet/ partially met KPIs, the reports of the Operator's Key Staff, including the Compliance/ Contract Manager, to assess the reasons for non-compliance of Agreement; and
 - (q) carrying out any other duties and functions specified in the Concession Agreement and ancillary to it.

2.2 DUTIES AND RESPONSIBILITIES OF THE INDEPENDENT AUDITOR

2.2.1 The Independent Auditor shall, inter alia, be liable to fulfil the duties and responsibilities set out below:

2.2.1.1 GENERAL

The Independent Auditor shall perform all such roles, duties, and functions as are contemplated to be completed by the Independent Auditor in the RFP, including the Agreement. Without limiting the generality of the foregoing, the Independent Auditor, from its engagement to the Independent Auditor Appointment Term, shall be responsible for the following:

- (a) confirming the Authority's Conditions Precedent, Operator's Conditions Precedent, and Joint Conditions Precedent of both Parties with Independent Expert and subsequently, upon completion of the same or otherwise as mutually agreed by the Parties, the issuance of Effective Date Notification on a joint basis, i.e., together with the Independent Expert;
- (b) confirming Operator's completion of IPP Period with Independent Expert and subsequently upon completion of the same or otherwise as mutually agreed by the Parties, the issuance of an IPP Period Notification on a joint basis, i.e., together with the Independent Expert;
- (c) calculating Payable Annuity Amount Payments, subject to Annuity Amount Payment Adjustments, in accordance with Article 8 and Budget Guidelines, as well as calculating other payments as stipulated in the Concession Agreement;
- (d) monitoring Quarterly the financial progress against detailed budgets submitted by the Operator with its Bid to the Authority at the time of the bidding process;
- (e) carrying out audits and keeping all records (on an annual basis) to establish compliance or otherwise of the Services with the KPIs, Applicable Laws, Applicable Permits, and Good Industry Practices in accordance with the procedures set out in the Agreement;
- (f) assisting the Parties in determining, under the Concession Agreement:
 - (i) existence and consequences of a Force Majeure Event,

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT
HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

ANNEXURES

- (ii) an Event of Default;
- (iii) the remedy of defaults and Termination procedures;
- (iv) the existence, nature, and consequences of a Change in Law;
- (v) the existence and consequences of any of the other relief items set out in the Concession Agreement; and/or
- (vi) any other matter of a technical nature referred by both Parties;
- (g) reviewing the proposed changes in budget/ assisting in the Re-alignment of the yearly budget during the Concession Period on the request of the Operator and proposing recommendations to the Authority for the needful action;
- (h) calculating tax adjustments of Quarterly Annuity Amount Payments of the Operator; certifying and approving relevant tax deductions from Annuity Amount Payments of the Operator on a quarterly basis;
- (i) visiting Facility, PMO/ field office, and head office of the Operator for field-based Audit at least once a year;
- (j) updating **ANNEX XIII (ANNUITY AMOUNT PAYMENT SCHEDULE)** before the start of each Agreement Year during the Concession Period except Year 1;
- (k) carrying out any other duties and functions specified in the Concession Agreement other than those listed above.

3. INDEPENDENCE

- 3.1 In respect of all matters dealing with the Agreement, the Independent Expert and the Independent Auditor shall be independent and ensure that it performs all its obligations in accordance with the Concession Agreement.

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT
HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

ANNEXURES

ANNEX VII – FORM OF PERFORMANCE SECURITY

[Bank Guarantee]

**THE SECRETARY TO THE GOVERNMENT OF SINDH,
SOCIAL WELFARE DEPARTMENT,
GOVERNMENT OF SINDH,
4TH FLOOR, OLD KDA BUILDING, SINDH SECRETARIAT,
KARACHI, PAKISTAN.**

GUARANTEE NO. (hereinafter referred to as the '**Guarantee**' or '**Bank Guarantee**')
Dated:

[*Insert Name of Bank*], being the Guarantee issuing bank (hereinafter referred to as the '**Guarantor Bank**'), understands that the following Parties shall enter into an agreement entitled the "Concession Agreement" (hereinafter referred to as the '**Agreement**') for the management and operation of Drug Rehabilitation Centre in Sindh under public-private partnership mode (the '**Project**'):

- a) **The Governor Of Sindh** (through Secretary, Social Welfare Department, Government of Sindh), having its office located at Social Welfare Department, 4th Floor, Old KDA Building, Sindh Secretariat, Karachi, Pakistan, for and on behalf of the Government of Sindh (hereinafter referred to as the '**Authority**'); and which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors and assigns);
- b) [**Operator**], a company incorporated under the laws of Pakistan, having its registered office located at [●] (hereinafter referred to as the "**Operator**", which expression shall, where the context so permits, be deemed to mean and include its legal heirs, successors in interest, administrators, executors, and permitted assigns).

Further, the Guarantor Bank understands that pursuant to the terms of the request for proposals issued in respect of the Project by the Authority (the '**RFP**') read with the draft Agreement, the Operator is required to provide the Authority with a Bank Guarantee in an amount equal to PKR [*Insert Amount in Numbers*]/- (Pakistani Rupees [*Insert Amount in Words*]).

The above premised, the Guarantor Bank hereby undertakes irrevocably, unconditionally, and on-demand to pay to the Authority (without any notice, reference, or prior recourse to the Operator or any other entity or without any recourse or reference to the Agreement, document, or other instruments (including the RFP and the Agreement) whether executed or not) any sum or sums (or any part thereof) equivalent in aggregate up to but not exceeding a maximum amount of:

PKR [●]/- (Pakistani Rupees [●])
(hereinafter referred to as the "**Guaranteed Amount**")

immediately, however, not later than within [three (3)] business days from the date of the Guarantor Bank's receipt of the Authority's first written demand (hereinafter referred to as the "**Demand**") at the Guarantor Bank's offices located at [*Insert Address of the Guarantor Bank at which Demand will be made*], such Demand stating:

- a) the total amounts demanded; and
- b) the bank account to which the amounts demanded pursuant to the Demand are to be credited/transferred (hereinafter referred to as the '**Beneficiary Account**').

A Demand shall only be honoured by the Guarantor Bank if it is made by and bears the signature of an authorized officer or representative of the Authority.

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT
HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

ANNEXURES

The Guarantor Bank shall unconditionally honour a Demand hereunder (notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Operator or any other person) immediately (however not later than [three (3)] business days) of its receipt of the Authority's Demand, as stated earlier, and shall transfer the amount specified in the Demand to the Beneficiary Account. Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future taxes, deductions, or withholdings of any nature whatsoever and by whomsoever imposed, and where any withholding on a payment is required by any applicable law, the Guarantor Bank shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that the Authority receives the total amount due hereunder as if no such withholding had occurred.

This Guarantee shall come into force and shall become automatically effective upon its issuance.

After having come into force, this Guarantee and the Guarantor Bank's obligations hereunder shall expire on [INSERT DATE AND TIME] (the '**Guarantee Expiry Date**') irrespective of whether this Guarantee has been returned to the Guarantor Bank provided that, if the Authority issues a Demand to the Guarantor Bank on or immediately prior to the Guarantee Expiry Date and the same is received by the Guarantor Bank on or prior to the Guarantee Expiry Date, the Guarantor Bank shall honour such Demand.

Upon expiry, this Guarantee shall be returned to the Operator without undue delay. Multiple Demands may be made by the Authority under this Guarantee, but the Guarantor Bank's aggregate liability shall be restricted up to the Guaranteed Amount.

The Guarantor Bank hereby agrees that any part of the Agreement may be amended, renewed, extended, modified, compromised, released, or discharged by mutual agreement between the Authority and the Operator without:

- a) in any way impairing or affecting the Guarantor Bank's liabilities hereunder;
- b) notice to the Guarantor Bank; and
- c) the necessity for any additional endorsement, consent, or guarantee by the Guarantor Bank.

The obligations of the Guarantor Bank herein are absolute and unconditional, irrespective of the value, genuineness, validity, regularity, or enforceability of the Agreement or the insolvency, bankruptcy, reorganization, dissolution, or liquidation of the Operator or any change in ownership of the Operator or any purported assignment by the Operator or any other circumstance whatsoever which might otherwise constitute a discharge or defence of a guarantor or a surety. In order to give effect to this Guarantee, the Authority shall be entitled to treat the Guarantor Bank as the principal debtor.

This Guarantee for its validity period shall not be affected in any manner by any change in the Guarantor Bank's constitution, or the Operator'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 or other instruments are by way of reference only and shall not affect the Guarantor Bank's obligations to make payment under the terms of this Guarantee.

The Authority may assign / transfer or cause or permit to be assigned or transferred any of its rights, title, interests, and benefits of this Guarantee with prior notification to the Guarantor Bank. The Guarantor Bank shall not assign or transfer any of its rights or obligations under this Guarantee.

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.

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT
HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

ANNEXURES

The Guarantor Bank hereby represents and warrants to the Authority that:

- a) it has the power to execute, deliver, and perform the terms and provisions of this Guarantee and has taken all necessary action to authorize the execution, delivery, and performance by it of this Guarantee;
- b) the Guarantor Bank has duly executed and delivered this Guarantee, and this Guarantee constitutes its legal, valid, and binding obligation enforceable in accordance with its terms;
- c) neither the execution, delivery, or performance by the Guarantor Bank of this Guarantee, nor compliance by it with the terms and provisions hereof will: (i) contravene any material provision of any law, statute, rule, or regulations or any order, writ, injunction or decree of any court or governmental instrumentality; (ii) conflict or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Guarantor Bank is a party of by which it or any of its property or assets is bound; or (iii) violate any provision of the Guarantor Bank's constituent documents; and
- d) no order, consent, approval, license, authorization, or validation of, or filing, recording, or registration with (except as have been obtained or made prior to the date hereof), or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorize or is required in connection with (i) the execution, delivery, and performance of this Guarantee; or (ii) the legality, validity, binding effect or enforceability of this Guarantee.

Further, the Guarantor Bank hereby declares and confirms that the signatory(ies) to this Guarantee is/are its 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 in Karachi, Pakistan, shall have exclusive jurisdiction in respect of any dispute relating to any matter contained herein.

**EXECUTED & ISSUED
FOR & ON BEHALF OF THE GUARANTOR BANK**

.....
NAME:
DESIGNATION:
DATED:

WITNESS I

WITNESS II

.....
NAME:
CNIC:

.....
NAME:
CNIC:

The precise form of the Performance Security (whether a bank guarantee or a standby letter of credit) shall be agreed upon between the Operator and the Authority prior to the signing of the Concession Agreement. The quantum, duration, and renewal mechanism of the Performance Security shall follow the principles set out in Article 5 of the Concession Agreement.

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT
HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

ANNEXURES

ANNEX VIII – APPLICABLE PERMITS

[To be finalized prior to the Effective Date]

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT
HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

ANNEXURES

ANNEX IX – HANDING OVER CRITERIA

[The Authority shall hand over the Facility to the Operator in accordance with the following Handing over Criteria, which Handing over Criteria lists down the assets, furniture, and fixtures available at the Facility at the time of Handing Over. The list of following assets, furniture, and fixtures shall be finalized between the Parties after the signing of the Agreement and before the Notification of the Effective Date:]

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT
HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

ANNEXURES

ANNEX X – TAKING OVER CRITERIA

*The Taking over Criteria of the Facility shall be similar to the Handing over Criteria specified in **ANNEX IX (HANDING OVER CRITERIA)** above and any other asset(s) acquired by the Operator and/ or Authority during the tenure of this Agreement for the operation and management of the Facility. The Operator shall ensure that the Facility is handed back to the Authority after the Expiry Date and in accordance with the terms of this Agreement in proper working condition.*

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT
HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

ANNEXURES

ANNEX XI – EMPLOYMENT CRITERIA

[To be finalized by the Operator within thirty (30) Days of the Effective Date and approved by the Independent Expert within fifteen (15) Days thereof].

Employment Criteria should reflect the minimum academic and professional qualifications requirement, job descriptions, necessary skills, attributes, etc., for Staff in the Facility. The Operator shall initiate, and Independent Expert finalize the Employment Criteria, i.e., the minimum requirement of the academic and professional qualifications, job descriptions, necessary skills, and attributes, etc., for the Staff in line with the RFP Document, including this Agreement.

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT
HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

ANNEXURES

ANNEX XII – ANNUITY AMOUNT PAYMENT ADJUSTMENT FORMULA

Note: *The Authority shall release Annuity Amount Payments to the Operator based on the recommendations by an Independent Auditor following the other terms and conditions outlined in the Concession Agreement.*

The following formula/ workings shall be used to adjust the Annuity Amount Payments based on the level/ degree of fulfilment of the KPIs and compliance with the RFP terms & conditions by the Operator and the Scope of Work. The Independent Auditor shall calculate the following adjustments based on the evaluation of KPIs done by the Independent Expert and the Quarterly invoice generated by the Operator from time to time in accordance with this Agreement. For the sake of clarity, it may be noted that the formula would be utilized in calculating adjustments/ deductions, if any, from the Management Fee, and Key Staff Salary Heads (Project Director & Manager Accounts/Finance/Compliance only); however, all other cost heads, as provided in the Financial Bid form at the bidding stage, would be reimbursed on as per actual basis and within budget estimates against each budget head/ activity and as claimed in the Quarterly invoices generated by the Operator; except for the IPP period on which Annuity Amount Payment Deduction will not apply, subject to fulfilment of the obligations set out in Article 2 of the Concession Agreement. In addition, the amount under budget head of Non-current Assets, is non-lapsable. Any unutilized amount in the given year shall be carried forward to next year’s budget in it’s respective head. Furthermore, the total amount claimed in the quarterly invoices cannot exceed the yearly financial projections made by the Operator in the Bid Price unless the same is permitted under the Article 8 of the Concession Agreement or recommended by the Independent Auditor and/ or the Authority, where applicable in this Agreement.

- 21.1 **Note: The Independent Expert and Independent Auditor shall use the Management Fee, and Key Staff Salary Heads (Project Director & Manager Accounts/Finance/Compliance only) of the given period for calculating Annuity Amount Payment deductions. However, the quantum of the deductions shall be adjusted from the Management Fees only.**
- 21.2 In the event of total depletion of quarterly Management Fees due to Annuity Amount Payment Adjustments, the remaining amount, if any, shall be deducted from the Management Fees of the subsequent quarter(s).

QP = [AH*(PP-RP)] + (RA) + (RC)	
QP =	Annuity Amount Payments to be paid in the Annuity Amount Payment Evaluation Period.
AH =	Sum of Annuity Amount Payment Amount under the Adjustable Heads which includes Management Fees, and Key Staff Salary (Project Director & Manager Accounts/Finance/Compliance only)
PP¹ =	Performance Percentage given by the Independent Expert after evaluation of KPIs in the Quarter. Performance Percentage shall be calculated based on indicators applicable for a particular Quarter. i.e., PP = Marks Obtained/ Total Marks (of applicable indicators) * 100
RP =	Reporting Penalty of 5%, if established by the Authority, including the Public-Private Partnership Node of the Authority, in consultation with the Independent Expert/ Independent Auditor, within fifteen days (15) days from the date the issue of determination is raised.
RA =	Total Reimbursable Amount in the Quarter, as verified by the Independent Auditor, based on invoices/supporting evidence.
RC =	Redeemed Claim (if any/ applicable) for the last quarter, as per the Concession Agreement.

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT
HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

ANNEXURES

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**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

ANNEXURES

Management Fee Payment for the Quarter	Due Amount (Management Fee - MF)	Amount to be paid MF * PP						
	700,000				637,000			
Thematic Areas	Performance Area	Key Performance Indicators (KPI)	Applicable in Q (Y/N)	Weightage		Performance Percentage (PP)		
				Marks Allocated	Marks Achieved			
MANAGEMENT & ORGANIZATION: PLANNING, IMPLEMENTATION & EVALUATION	Annual Management Plan	As per the Key Performance set out in ANNEX II (KEY PERFORMANCE INDICATORS)			4	4	100%	
	Implementation Framework & Implementation Tracking				4	4	100%	
	Development and Functioning of the EMIS				4	4	100%	
	Availability of Staff				4	4	100%	
	Staff Attendance Improvement and Management				4	4	100%	
	Students Enrolment, Attendance Management, and Retention Plan				10	7	70%	
	Improvement in Students' Attendance Retention Rates, Benchmarked with Baseline							
	SUB-TOTAL					30	27	90%
CURRICULUM, ASSESSMENT, AND TEACHING PROCESS, I.E., PEDAGOGY	Annual Scheme of Studies	As per the Key Performance set out in ANNEX II (KEY PERFORMANCE INDICATORS)			4	4	100%	
	Lesson Planning System (Curriculum and Syllabus)				16	14	88%	
	Students Achieving a Level of Competence in Subjects in Each Grade Progressively				12	10	100%	
	Training Need Assessment* Continuous Professional Development Plan				15	15	100%	
	Continuous Professional Development Training							
	SUB-TOTAL					47	43	91%
SCHOOL ENVIRONMENT AND SCHOOL COMMUNITY ENGAGEMENT	Repair and Maintenance* Plan of all the Facilities, including Infrastructure, Equipment, Furniture, and Fixtures	As per the Key Performance set out in ANNEX II (KEY PERFORMANCE INDICATORS)			5	5	100%	
	School Management Committees and Parent-Teacher Meetings				4	3	75%	
	Meetings and Engagement with DEO, TEO, and DST				4	3	75%	
	Health and Hygiene Practices Plan				3	3	100%	
	Demonstrated Healthy Practices of Students, supported with Health and Hygiene Activities and Facilities				3	3	100%	
	Co-Curricular Activities Plan and Activities				4	4	100%	
	SUB-TOTAL					23	21	91%
GRAND TOTAL				100	91	91%		

Note: The above table is for illustration purposes only. Actual working will be based on the detailed evaluation of the KPIs as set out in the Concession Agreement.

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT HOSPITAL,
SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

ANNEXURES

ANNEX XIII – ANNUITY AMOUNT PAYMENT SCHEDULE

[To be finalized by the Authority with the confirmation from Independent Expert and Independent Auditor jointly prior to the Effective Date and updated/actualized at the start of each agreement year by IA.]

DISBURSEMENT CALENDER

SCHEDULED QUARTERS

YEAR 1		
QTR. #	Annuity Amount Payment Evaluation Period	PAYABLE ANNUITY AMOUNT (PKR)
		Annual Approved Budget
Q-1	January to March	
Q-2	April to June	
Q-3	July to September	
Q-4	October to December	
TOTAL ANNUAL BUDGET		

YEAR 2		
QTR. #	Annuity Amount Payment Evaluation Period	PAYABLE ANNUITY AMOUNT (PKR)
		Annual Approved Budget
Q-1	January to March	
Q-2	April to June	
Q-3	July to September	
Q-4	October to December	
TOTAL ANNUAL BUDGET		

YEAR 3		
QTR. #	Annuity Amount Payment Evaluation Period	PAYABLE ANNUITY AMOUNT (PKR)
		Annual Approved Budget
Q-1	January to March	
Q-2	April to June	
Q-3	July to September	
Q-4	October to December	

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT HOSPITAL,
SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

ANNEXURES

TOTAL ANNUAL BUDGET

YEAR 4		
QTR. #	Annuity Amount Payment Evaluation Period	PAYABLE ANNUITY AMOUNT (PKR)
		Annual Approved Budget
Q-1	January to March	
Q-2	April to June	
Q-3	July to September	
Q-4	October to December	
TOTAL ANNUAL BUDGET		

YEAR 5		
QTR. #	Annuity Amount Payment Evaluation Period	PAYABLE ANNUITY AMOUNT (PKR)
		Annual Approved Budget
Q-1	January to March	
Q-2	April to June	
Q-3	July to September	
Q-4	October to December	
TOTAL ANNUAL BUDGET		

YEAR 6		
QTR. #	Annuity Amount Payment Evaluation Period	PAYABLE ANNUITY AMOUNT (PKR)
		Annual Approved Budget
Q-1	January to March	
Q-2	April to June	
Q-3	July to September	
Q-4	October to December	
TOTAL ANNUAL BUDGET		

YEAR 7		
QTR. #	Annuity Amount Payment Evaluation Period	PAYABLE ANNUITY AMOUNT (PKR)
		Annual Approved Budget
Q-1	January to March	

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT HOSPITAL,
SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

ANNEXURES

Q-2	April to June	
Q-3	July to September	
Q-4	October to December	
TOTAL ANNUAL BUDGET		

YEAR 8		
QTR. #	Annuity Amount Payment Evaluation Period	PAYABLE ANNUITY AMOUNT (PKR)
		Annual Approved Budget
Q-1	January to March	
Q-2	April to June	
Q-3	July to September	
Q-4	October to December	
TOTAL ANNUAL BUDGET		

YEAR 9		
QTR. #	Annuity Amount Payment Evaluation Period	PAYABLE ANNUITY AMOUNT (PKR)
		Annual Approved Budget
Q-1	January to March	
Q-2	April to June	
Q-3	July to September	
Q-4	October to December	
TOTAL ANNUAL BUDGET		

YEAR 10		
QTR. #	Annuity Amount Payment Evaluation Period	PAYABLE ANNUITY AMOUNT (PKR)
		Annual Approved Budget
Q-1	January to March	
Q-2	April to June	
Q-3	July to September	
Q-4	October to December	
TOTAL ANNUAL BUDGET		

TOTAL PROJECT BUDGET (INCLUDING MANAGEMENT FEE) WITH TAXES AS APPLICABLE

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT HOSPITAL,
SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

ANNEXURES

Note: The Independent Auditor, in consultation with the Independent Expert, shall update the Operator's Financial Model, after adjusting the unutilized budget portion of the specific budget heads in accordance with the Budget Guidelines and budget actualization in accordance with applicable standards from Year-2 and onwards, at the start of each Agreement Year during the Concession Period and submit the same to the Authority, Operator, and Independent Expert for record purpose in terms of the Concession Agreement.

ANNEX XIV – FINANCIAL MODEL

[Financial Model means Financial Bid submitted by the Operator at the time of the bidding process.]

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

ANNEXURES

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT HOSPITAL,
SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

ANNEXURES

ANNEX XV – DETAILS OF FACILITY

The Facility “Sindh Government Hospital, Sector 5-D, Lal Market, New Karachi” under this Request for Proposal consists of total area of the hospital, including parking space, open areas, and the building itself, spans approximately 6000 square yards. The building consists of three floors. The second and third floor has been lying vacant for the past 10-15 years, resulting in deterioration of the building’s roof and other components. The management & operation of the facility is intended to be handed over to a Successful Bidder by the Authority under this Request for Proposal. A Bidder shall submit only one Bid in respect of the facility:

Ground Floor:

The ground floor features a parking space capable of accommodating around 10-15 vehicles, as well as additional land. Inside the building, there are a total of twenty rooms of varying sizes (average size: 12 x 12 feet). The hospital has dedicated rooms for a laboratory and medicines; however, the laboratory lacks the necessary equipment. The ground floor also includes a waiting area, lobby, separate washrooms for the public, and attached washrooms in some rooms. Other facilities on this floor include a common kitchen area and emergency exit points.

Number of Rooms: 20

Average Size: 12 x 12 feet

First and Second Floors:

Both the first and second floors share a similar layout. Each floor consists of twelve rooms and halls of various sizes, washrooms for the public, and attached washrooms in some rooms. Additionally, each floor is equipped with two kitchen facilities and emergency exit/access stairs located on the side of the building.

Number of rooms (first floor): 12

Size of Office Rooms: 12 x 12 feet

Size of Halls: Varying sizes

Number of rooms (second floor): 12

Size of Office Rooms: 12 x 12 feet

Size of Halls: Varying sizes

Condition:

The first and second floors share a similar design, with tiles, windows, and doors installed. However, essential amenities such as fans and other equipment are currently unavailable.

Important Note:

As these floors have remained unused for over a decade, there are significant structural issues, including roof leakages and wall damage. Some areas also exhibit cracks and damage. Local staff members have reported that the hospital is annually affected by flooding, further exacerbating the effects of rainwater on both floors.

The Authority disclaims any responsibility for direct or indirect reliance on this and any other data linked with the management and operation of the Facility provided hereunder i.e., RFP **ANNEX VIII (DETAILS OF FACILITY)**. The prospective Bidders shall conduct exclusive surveys and visits the Facility to examine and ascertain accurate and reliable information, including physical infrastructure conditions, before submitting Bid to the Authority. The Facility visit(s) shall be conducted only upon the express condition that the prospective Bidder, its personnel and agents will release and indemnify the Authority from and against all liabilities in respect thereof and will be responsible for injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such visit.

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT HOSPITAL,
SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

ANNEXURES

Note:

The prospective Bidder is required to do a detailed count of the existing Staff employed by the Authority at all the Facility listed herein-below. The Bidder should estimate the cost of maintaining an optimal number of Staff at the Facility at all times during the Concession Period and build the cost of the same in the Financial Bid following the instructions and guidelines provided in the Budget Guidelines of this document.

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT HOSPITAL,
SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

ANNEXURES

ANNEX XVI – TECHNICAL PROPOSAL OF THE OPERATOR

[Technical proposal submitted by the Operator at the time of submission of Bids for undertaking the Project shall be considered as an integral part of the Concession Agreement].

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT HOSPITAL,
SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

ANNEXURES

ANNEX XVII – STAFF

[Upon the Effective Date the list of existing Authority Staff available in the Facility.]

**CONCESSION AGREEMENT – REHABILITATION, MANAGEMENT & OPERATION OF GOVERNMENT HOSPITAL,
SECTOR 5-D, LAL MARKET, NEW KARACHI
UNDER PUBLIC PRIVATE PARTNERSHIP MODE ANNEXURES**

ANNEXURES

**GOVERNMENT OF SINDH
SOCIAL WELFARE DEPARTMENT**



**ADDENDUM DOCUMENT
REHABILITATION, MANAGEMENT, &
OPERATION OF DRUG REHABILITATION
CENTER UNDER PUBLIC PRIVATE
PARTNERSHIP MODE**

19th July 2024

IMPORTANT NOTICE

The Addendum to the Request for Proposals document dated 19th July 2024 (the “**Addendum Document**”) is in furtherance to the Bidding Process relating to the outsourcing of management and operation of Government Hospital, Sector 5-D, Lal Market, New Karachi to private partners under public-private partnership mode (the ‘**Project**’), being conducted pursuant to the Request for Proposals documents dated 12th June 2024 (the ‘**RFP Document**’) floated for the Facility by the Social Welfare Department, Government of Sindh (the ‘**Authority**’) in accordance with the Sindh Public Procurement Rules, 2010 (the ‘**SPP Rules**’).

In case of ambiguity, discrepancy, inconsistency, and/ or contradiction between this Addendum Document and the responses to the prospective Bidders queries document dated 26th June, 2024 (the “**Response Document**”), this Addendum Document shall prevail

Unless expressly specified otherwise, all capitalized terms used herein shall bear the meaning ascribed thereto under the RFP Document.

This Addendum Document is being circulated by the Authority, after its Evaluation Committee’s approval, in pursuance of Section 5.4 (*AMENDMENT OF BIDDING DOCUMENTS*) of the RFP. Neither any of these entities nor their employees, personnel, consultants, advisors, or agents make any representation (expressed or implied) or warranties as to the accuracy or completeness of the information contained herein or in any other document made available to a person in connection with the Bidding Process for the Project, and the same shall have no liability for this RFP Document or any other written or oral communication transmitted to the recipient in the course of the recipient’s evaluation of Bids. Neither any of these entities nor their employees, personnel, consultants, advisors, agents, contractors, etc., will be liable to reimburse or compensate the recipient for any costs, fees, damages, or expenses incurred by the recipient in evaluating or acting upon the RFP or otherwise in connection with the Project as contemplated herein.

The Bids (Technical Proposal and Financial Proposal) submitted by any of the prospective Bidders in response to the RFP Document shall be upon the full understanding and agreement of any and all terms of the RFP Document, the Addendum to the Request for Proposals, and Response to Questions Document (the ‘**Final RFP Document**’) and such submission shall be deemed as an acceptance to all the terms and conditions stated in the RFP Documents. Any Bid submitted by a Bidder in response to the RFP Documents shall be construed based on the understanding that the Bidder has done a complete and careful examination of the RFP Documents and has independently verified all the information received (whether written or verbal) from the Authority (including from its employees, personnel, consultants, advisors or agents, and contractors, etc.).

Any Bid in response to the RFP Documents submitted by a Bidder shall be construed based on the understanding that the Bidder acknowledges that prior to the submission of the Bid, the Bidder has, after a complete and careful examination, made an independent evaluation of the RFP Documents, scope and requirements of the Project, the applicable standards, the Project sites 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 instant Project’s scope. The Authority

(including its employees, personnel, consultants, advisors or agents, 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.

The RFP Documents do not constitute a solicitation to invest or otherwise participate in the Project, nor shall it constitute a guarantee or commitment in any manner on the part of the Authority that the Project's Concession Agreement be awarded. The Authority reserves its right, in its full discretion, to further modify the RFP Documents and/ or the Project at any time to the fullest extent permitted by law and shall not be liable to reimburse or compensate the recipient for any costs, taxes, expenses or damages incurred by the recipient in such an event.

ADDENDUM DOCUMENT

The Authority hereby issues this Addendum to the Request for Proposals document dated 12th June 2024 (the '**Addendum Document**') to set out the changes and amendments to the Request for Proposals document, including its content as tabulated under Section 5 (**BIDDING DOCUMENTS**) (the '**Final RFP Document**'), previously circulated in respect of the management and operation of **Government Hospital, Sector 5-D, Lal Market, New Karachi** to private partners under public-private partnership mode (the '**Project**'), which amendments and changes shall stand incorporated in the RFP Document. Notwithstanding anything to the contrary, all relevant provisions of the RFP Document shall stand amended to the extent required to give effect to the matters set out in this Addendum Document. Except as otherwise expressly set out in this Addendum Document, all other provisions of the RFP Document shall remain unchanged.

The following amendments shall stand incorporated in the Final RFP Document:

<u>Clause</u>	<u>Original RFP Document</u>	<u>Amended Final RFP Document</u>
<u>4.3</u>	<u>EC1: Technical Criterion</u> The Bidder (in the case of a Consortium, the Lead Member alone) shall have experience in the management and operation of at least two (2) rehabilitation centers, each for a period of at least three (3) years and each facility with a minimum capacity of 20 beds and cumulative 40 beds in the last ten (10) years	<u>EC1: Technical Criterion</u> The Bidder (in the case of a Consortium, the Lead Member alone) shall have experience in the management and operation of at least two (2) rehabilitation centers, each for a period of at least three (3) years and each facility with a minimum capacity of 20 beds and cumulative 40 beds in the last ten (10) years. <u>OR</u> The Bidder (in the case of a Consortium, the Lead Member alone) shall have experience in the management and operation of at least one (1) rehabilitation center, for a period of at least five (5) years with a minimum capacity of 40 beds in the last ten (10) years.
<u>Annexure 5</u>	<u>Technical Evaluation Criteria</u> (i) Experience +7 years' experience of O&M of at least 2 Rehabilitation Centers having at least 20 beds per facility [20] ----- +5 years' experience of O&M of at least 2 Rehabilitation Centers having at least 20 beds per facility [15] ----- +3 years' experience of O&M of at least 2 Rehabilitation Centers having at least 20 beds per facility [10]	<u>Technical Evaluation Criteria</u> (i) Experience +7 years' experience of O&M of at least 2 Rehabilitation Centers having at least 20 beds per facility; or +10 years' experience of O&M of at least 1 Rehabilitation Center having at least 40 beds [20] ----- +5 years' experience of O&M of at least 2 Rehabilitation Centers having at least 20 beds per facility; or +7 years' experience of O&M of at least 1 Rehabilitation Center having at least 40 beds [15] -----

		+3 years' experience of O&M of at least 2 Rehabilitation Centers having at least 20 beds per facility; or +5 years' experience of O&M of at least 1 Rehabilitation Center having at least 40 beds [10]
<u>Annexure 11</u>	<u>Experience Form (DEC1)</u> The prospective Bidder, or if the prospective Bidder is a Consortium, the Lead Member alone, should provide sufficient detail of its experience in the management and operation of at least two (2) rehabilitation center for a minimum period of five (3) of the full calendar years in the last ten (10) years to enable the Authority to evaluate fulfilment of Technical Criterion as described in Section 4.3 of this Eligibility Document.	<u>Experience Form (DEC1)</u> The prospective Bidder, or if the prospective Bidder is a Consortium, the Lead Member alone, should provide sufficient detail of its experience in the management and operation of at least two (2) rehabilitation center for a minimum period of five (3) of the full calendar years in the last ten (10) years or at least 5 years' experience of O&M of at least 1 Rehabilitation Center having at least 40 beds to enable the Authority to evaluate fulfilment of Technical Criterion as described in Section 4.3 of this Eligibility Document.
	<u>Pre-Bid Conference/ Bidders Meeting Schedule</u> All the Bids shall remain valid for ninety (90) Days effective from the Bids Submission Deadline and must be accompanied by a corresponding Bid Security equivalent to 1% of the Bid Price in the shape of a pay order/ demand draft/ bank guarantee, valid for a period of twenty-eight (28) Days beyond the Bid Validity Period, issued by a scheduled bank of Pakistan in favor of 'Secretary, Social Welfare Department, Government of Sindh' and must be enclosed with the Financial Bid Envelope in accordance with the requirements set out in the Request for Proposal.	<u>Pre-Bid Conference/ Bidders Meeting Schedule</u> All the Bids shall remain valid for ninety (90) Days effective from the Bids Submission Deadline and must be accompanied by a corresponding Bid Security of minimum amount equivalent to <u>PKR 11,156,000/-</u> in the shape of a pay order/ demand draft/ bank guarantee, valid for a period of twenty-eight (28) Days beyond the Bid Validity Period, issued by a scheduled bank of Pakistan in favor of 'Secretary, Social Welfare Department, Government of Sindh' and <u>must be enclosed with the Technical Bid Envelope</u> in accordance with the requirements set out in the Request for Proposal.
Form E - Bid Security Form:	"Bid Security submitted in the form of a bank guarantee or otherwise shall be included in the Financial Bid Envelope..."	Bid Security submitted in the form of a bank guarantee or otherwise shall be included in the <u>Technical Bid Envelope</u> .
Clause 6.4.1 (a)	The Financial Bid submitted by each Bidder (if the Bidder is a Consortium the relevant Consortium Members) must be accompanied by a Bid Security in an amount equal to one percent (1%) of the Bid Price (as set out by the Bidders in the Bid) in Pakistani Rupees..."	Shall stand <i>deleted</i> from 6.4 Financial Bid and be <i>included</i> in 6.2.5 under the <u>Technical Bid Documents</u> . The Bid Security shall be part of the <u>Technical Proposal</u> in an amount equal to <u>PKR 11,156,000/-</u> in the shape of pay order/ demand draft/ bank guarantee, valid for a period of 28 days beyond the Bid Validity Period, issued by a scheduled bank of

		Pakistan in favor of 'Secretary, Social Welfare Department, Government of Sindh'.
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Further the Table at **Technical Bid Documents** shall be updated as per Addendum No. I as follows:

PART	DESCRIPTION	RELEVANT ANNEX
Part I	Bid Form as required under Section 6.2.2	ANNEX 2 – FORM A
Part I (a)	Bid Security as required under section 6.2.5	Annex 2 – Form E
Part II	Power of Attorney required under Section 6.2.6	ANNEX 2 – FORM B
Part III	Conflict of Interest Statement required under Section 6.2.7	ANNEX 2 – FORM C
Part IV	Equity Structure of the Operator required under Section 6.2.9 (if applicable)	[TO BE PROVIDED BY THE BIDDER]
Part V	Integrity Pact required under Section 6.2.8	ANNEX 2 – FORM D
Part VI	Contents of Technical Bid required under Section 6.3.1	ANNEX 4
Part VII	Joint Bidding Agreement as per Schedule 1 “Additional Documents” Section (b) (in case the Bidder is a Consortium)	[TO BE PROVIDED BY THE BIDDER]
Part VIII	Curriculum Vitae for each proposed Key Staff member required under Section 6.2.10	ANNEX 2 – FORM G

2.4 TIMETABLE

2.4.1 The estimated timetable for Bidding Process is as follows (the ‘**Estimated Timetable**’):

Activity	Target Date*	Amended Date
Advertisement for DRC	9 th June 2024	Same
Issuance of Request for Proposal document	12 th June 2024	Same
Pre-Bid Conference/ Bidders Meeting	26 th June 2024	25 th July 2024
Issuance of amended Request for Proposal (the ‘ Addendum to the Request for Proposal ’) and/ Response to Questions Document (the ‘ Response Document ’) (‘ Final RFP Document ’)		19 th July 2024
Clarifications/ Comments Request Deadline	7 th July 2024	6 th August 2024
Last date of issuance of the Request for Proposal document		11 th August 2024

Bids Submission Deadline	12 th July 2024	12 th August 2024 1500 Hrs. (PST)
Technical Bids Opening	12 th July 2024	1530 Hrs. (PST)
Financial Bids Opening	12 th August 2024	30 th August 2024
Publication of the Evaluation Report	30 th August 2024	10 th September 2024
Notification of Award	10 th September 2024	20 th September 2024
Execution of the Concession Agreement with the Successful Bidder	30 th September 2024	10 th October 2024

Annexure 1 – BID DATA SHEET

	Original	Amended
5.2	<p>The pre-bid conference/ Bidders meeting will be held: Yes, as per the scheduled date, time, and venue mentioned below.</p> <p>Date: 26th June, 2024 Time: 1500 Hours PST Venue: Social Welfare Training Institute, ST4, Block 7, Gulshan Iqbal, Karachi, near Iqra University. Phone: 021-99211900; 021-99211201; 021-99211202 Email: sw.sindh@gmail.com; info.p3@gmail.com Contact: 021-99211900; Additional Secretary, SWD Cell:</p> <p>The prospective Bidders are advised to communicate and confirm the nomination(s) of their representative(s), who intend to attend the meeting, via the cell number or email mentioned above addressed to the Authority at least two (2) Days prior to the scheduled date of the pre-bid conference to avoid any inconvenience.</p> <p>Note: In case of any change in the specified venue of the pre-bid conference or any change in its scheduled date and/ or time, the same shall be announced at least three (3) Days prior to the scheduled pre-bid conference date on the Authority's website,</p>	<p>The pre-bid conference/ Bidders meeting will be held: Yes, as per the scheduled date, time, and venue mentioned below.</p> <p>Date: 26th June, 2024 Time: 1500 Hours PST Venue: Social Welfare Training Institute, ST4, Block 7, Gulshan Iqbal, Karachi, near Iqra University. Phone: 021-99211900; 021-99211201; 021-99211202 Email: sw.sindh@gmail.com; info.p3@gmail.com Contact: 021-99211900; Additional Secretary, SWD Cell:</p> <p>2nd Pre-Bid Meeting Date: 25th July 2024 Time: 1500 Hours PST Venue: Committee Room of PPP-Unit, Finance Department 7th Floor, A.K Lodhi Complex, Sindh Secretariat Building No. 6, Karachi. Phone: 021-99211900; 99211201; 99211202 Email: sw.sindh@gmail.com; info.p3@gmail.com Contact: 021-99211900; Additional Secretary, SWD</p>

<p>i.e., https://swd.sindh.gov.pk, https://pppunitsindh.gov.pk</p>	<p>&The prospective Bidders are advised to communicate and confirm the nomination(s) of their representative(s), who intend to attend the meeting, via the cell number or email mentioned above addressed to the Authority at least two (2) Days prior to the scheduled date of the pre-bid conference to avoid any inconvenience.</p> <p>Note: In case of any change in the specified venue of the pre-bid conference or any change in its scheduled date and/ or time, the same shall be announced at least three (3) Days prior to the scheduled pre-bid conference date on the Authority’s website, i.e., https://swd.sindh.gov.pk, & https://pppunitsindh.gov.pk</p>
<p>7.2 Bidders shall submit the Bids to the Authority at the following address: Attention: Additional Secretary, Social Welfare Department, Government of Sindh Address: 4th Floor, KDA Building, Sindh Secretariat, Karachi Phone No.: 021-99211900</p>	<p>Bidders shall submit the Bids to the Authority at the following address: Attention: Additional Secretary, Social Welfare Department, Government of Sindh Address: 4th Floor, KDA Building, Sindh Secretariat, Karachi Phone No.: 021-99211900</p>
<p>7.3 The Bids Submission Deadline is: 12th July 2024 1400 hours (PST)</p> <p>Note: Bidders shall be responsible for submitting Bids at the address and schedule specified above. Bids received elsewhere or late hours due to any reason whatsoever shall not be entertained by Evaluation Committee and returned unopened to the Bidder.</p>	<p>The Bids Submission Deadline is: 12th August 2024 1500 hours (PST)</p> <p>Note: Bidders shall be responsible for submitting Bids at the address and schedule specified above. Bids received elsewhere or late hours due to any reason whatsoever shall not be entertained by Evaluation Committee and returned unopened to the Bidder.</p>

END-OF-THE-DOCUMENT

**GOVERNMENT OF SINDH
SOCIAL WELFARE DEPARTMENT**



**RESPONSE DOCUMENT
REHABILITATION, MANAGEMENT, &
OPERATION OF DRUG REHABILITATION
CENTER UNDER PUBLIC PRIVATE
PARTNERSHIP MODE**

19th July 2024

IMPORTANT NOTICE

The responses to prospective Bidders' queries document dated 19th July 2024 (the '**Response Document**') is in furtherance to requests for queries/ clarifications received from the prospective Bidders in respect of a Bidding Process relating to the outsourcing of management and operation of Government Hospital, Sector 5-D, Lal Market, New Karachi to private partners under public-private partnership mode (the 'Project'), being conducted pursuant to the Request for Proposals documents dated 12th June 2024 (the 'RFP Document') floated for the Facility by the Social Welfare Department, Government of Sindh (the 'Authority') in accordance with the Sindh Public Procurement Rules, 2010 (the 'SPP Rules').

Unless expressly specified otherwise, all capitalized terms used herein shall bear the meaning ascribed thereto under the RFP Document.

This Response Document is being circulated by the Authority, after its Evaluation Committee's approval, in pursuance of Section 4.7 (CLARIFICATIONS) of the RFP. Neither any of these entities nor their employees, personnel, consultants, advisors, or agents make any representation (expressed or implied) or warranties as to the accuracy or completeness of the information contained herein or in any other document made available to a person in connection with Bidding Process for the Projects, and the same shall have no liability for this RFP Document or any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of the Bids. Neither any of these entities nor their employees, personnel, consultants, advisors or agents, contractors, etc., will be liable to reimburse or compensate the recipient for any costs, fees, damages, or expenses incurred by the recipient in evaluating or acting upon the RFP or otherwise in connection with the Projects as contemplated herein.

The Bids (Technical Proposal and Financial Proposal) submitted by any of the prospective Bidders in response to the RFP Document shall be upon the full understanding and agreement of any and all terms of the RFP Document, the Addendum to the Request for Proposals, and Response to Questions Document (the 'RFP Documents') and such submission shall be deemed as an acceptance to all the terms and conditions stated in the RFP Documents. Any Bid submitted by a Bidder in response to the RFP Documents shall be construed based on the understanding that the Bidder has done a complete and careful examination of the RFP Documents and has independently verified all the information received (whether written or verbal) from the Authority (including from its employees, personnel, consultants, advisors or agents, and contractors, etc.).

This Response Document is not an agreement; its sole purpose is to provide prospective Bidders with information that may be useful in preparing their Bids. The Authority reserves its right, in its full discretion, to modify the RFP Documents and/ or the Projects at any time to the fullest extent permitted by law and shall not be liable to reimburse or compensate the recipient for any costs, taxes, expenses or damages incurred by the recipient in such an event.

RESPONSE DOCUMENT NO.1

S. No	PROSPECTIVE BIDDER'S QUERY/ CLARIFICATION REQUESTED	AUTHORITY'S RESPONSE/ CLARIFICATION
1	Considering the growing number of illicit drug usage within the province, a 50-bed hospital appears insufficient to meet the increased demand. The Government of the Province (GoS) should establish additional rehabilitation centers to address this growing demand	There are numerous drug rehabilitation centers currently operational across the province. This initiative marks the first effort by the Government of the Province (GoS) to engage a private partner through a public-private partnership (PPP) model. Following the success of this partnership, similar centers are planned to be established using the same process.
2	As per UNODC standards, a 3-month rehabilitation service is typically provided to drug addict patients. Accordingly, a total of 200 patients can be treated in a financial year in a 50-bedded hospital, assuming each patient stays for the full duration of treatment. However, this capacity of 50 patients at any given time is insufficient to meet the demand.	Following the standard practice seems appropriate; however, in various situations, some patients may require longer than 3 months to rehabilitate, while others may need less time. The Social Welfare Department (SWD) does not object if the operator can treat more than 50 patients simultaneously, but any additional costs incurred will be the responsibility of the private partner.
3	Any specific criteria mentioned in the RFP for Relapse? It is observed that if the treatment is extended beyond a 3-month period, there are less chances of relapse.	The RFP does not specify a fixed term for treatment. It is up to the operator to discharge the patient when fully treated or rehabilitated, and to maintain contact to minimize the risk of relapse. Separate Key Performance Indicators (KPIs) are defined, and the operator will be evaluated based on the outcomes.
4	The potential bidders need to have experience in operating at least two facilities to meet the eligibility criteria, what about the operator who have over 10 years of experience in running a 75 bedded facility?	The Eligibility Criteria has been amended. For further details, refer to the Addendum Document

5	Can the amount of bid security and criteria for net worth be reduced and how annuity will be made?	The bid security required to be submitted as part of the technical bid document shall remain unchanged. Further, the Annuity Payments are made on a quarterly basis using Escrow Mechanism.
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END-OF-THE-DOCUMENT