

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

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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	 registered (hereinafter refe		
'Operator', which expression shall include its success Authority and the Operator shall collectively be refe '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.	•	ds for the Project by issuing a Request for Proposals (consisting of OCEDURE) and Volume II (<i>DRAFT CONCESSION AGREEMENT</i>)
	issued/ circulated on	, as clarified vide the Response
	Document dated	, following the national competitive bidding process
	regulated by the Sindh 'RFP').	Public Procurement Rules, 2010 (the 'Request for Proposals' or

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:

1 DEFINITIONS AND INTERPRETATION

1.1 **DEFINITION**

- 1.1.1 **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).

[&]quot;Arbitration" has the meaning given in Article 18.2.3.

[&]quot;Arbitration Act" means the Arbitration Act, 1940.

[&]quot;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.

1.2 RULES OF INTERPRETATION

- 1.2.1 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.

2 CONDITIONS PRECEDENT

2.1 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.

2.2 OPERATOR'S CONDITIONS PRECEDENT

- 2.2.1 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.
- 2.2.2 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.

2.3 AUTHORITY'S CONDITIONS PRECEDENT

2.3.1 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.

- 2.3.2 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.

2.4 JOINT CONDITIONS PRECEDENT

- 2.4.1 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.
- 2.4.2 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.

2.5 **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.

2.6 CONSEQUENCES OF FAILURE TO FULFILL THE CONDITIONS PRECEDENT

- 2.6.1 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.
- 2.6.2 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.
- 2.6.3 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.
- 2.6.4 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

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

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.

3 GRANT OF CONCESSION AND CONCESSION PERIOD

3 1 GRANT OF THE CONCESSION

- 3.1.1 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.
- 3.1.2 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.

3.2 **CONCESSION PERIOD**

- 3.2.1 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').
- 3.2.2 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.

3.3 RIGHT, TITLE, AND INTEREST IN THE FACILITY

- 3.3.1 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.
- 3.3.2 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.
- 3.3.3 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.

3.4 IMPROVEMENTS IN THE FACILITY

3.4.1 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.

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

3.5 AUTHORITY'S ASSISTANCE

3.5.1 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.

3.6 EXPIRY OF CONCESSION PERIOD

3.6.1 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.

4 GENERAL COVENANTS

4.1 COVENANTS DURING THE SERVICES PERIOD

- 4.1.1 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;
 - 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.
- 4.1.2 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.
- 4.1.3 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.

4.1.4 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.

5 PERFORMANCE SECURITY

- 5.1 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**').
- 5.2 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.
- 5.3 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.
- 5.4 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.

6 FACILITY TIMINGS AND SHIFTS

6.1 **TIMINGS**

- 6.1.1 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.
- 6.1.2 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.

7 SERVICES PERIOD

7 1 INDEPENDENT AUDITOR & INDEPENDENT EXPERT

- 7.1.1 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').
- 7.1.2 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*).
- 7.1.3 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'**).
- 7.1.4 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.

- 7.1.5 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.

- 7.1.6 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.
- 7.1.7 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.
- 7.1.8 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.

7.2 COMMENCEMENT OF PERFORMANCE OF SERVICES

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

7.3 **GENERAL REQUIREMENTS**

- 7.3.1 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.
- 7.3.2 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.
- 7.3.3 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.
- 7.3.4 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.

7.3.5 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.

7.4 REPAIR AND MAINTENANCE OF THE FACILITY

- 7.4.1 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.
- 7.4.2 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.
- 7.4.3 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.
- 7.4.4 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.
- 7.4.5 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.

7.5 APPLICABLE PERMITS AND APPLICABLE LAWS

- 7.5.1 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.
- 7.5.2 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.
- 7.5.3 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.
- 7.5.4 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.

7.6 RECORDS, REPORTING, ACCOUNTS, AND AUDITS

- 7.6.1 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.
- 7.6.2 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.
- 7.6.3 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.
- 7.6.4 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.
- 7.6.5 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.
- 7.6.6 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.
- 7.6.7 The Operator shall keep the record up to date on HMIS and ensure timely submission of QPR and other reports.
- 7.6.8 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.
- 7.6.9 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.

- 7.6.10 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.
- 7.6.11 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.
- 7.6.12 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.
- 7.6.13 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.

7.7 PROVISION OF UTILITIES

- 7.7.1 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.
- 7.7.2 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

7.8 **EMPLOYEES**

- 7.8.1 Operator's Employees:
- 7.8.1.1 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.
- 7.8.1.2 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.

7.8.1.3 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.

7.8.2 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.

- 7.8.3 Training of Employees:
- 7.8.3.1 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.
- 7.8.3.2 The Operator shall not discriminate between the Employees with regard to their Training, development, evaluation, and appraisals.
- 7.8.3.3 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.
- 7.8.3.4 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.

7.9 ADDITIONAL SERVICES

7.9.1 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.

8 ANNUITY AMOUNT PAYMENTS AND INVOICING

8.1 **ANNUITY AMOUNT PAYMENTS**

8.1.1 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.

8.2 ANNUITY AMOUNT PAYMENT ADJUSTMENT EVENTS & ANNUITY AMOUNT PAYMENT ADJUSTMENT

- 8.2.1 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.
- 8.2.2 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.
- 8.2.3 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.
- 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.

8.3 **DETERMINATION OF PAYABLE ANNUITY AMOUNT PAYMENT & ANNUITY AMOUNT PAYMENT CERTIFICATE**

- 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.

8.4 PAYMENT OF ANNUITY AMOUNT PAYMENTS

- 8.4.1 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.
- 8.4.2 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.
- 8.4.3 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.

8.5 AUTHORITY ANNUITY AMOUNT PAYMENT ACCOUNT

- 8.5.1 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.
- 8.5.2 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.
- 8.5.3 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.
- 8.5.4 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.
- 8.5.5 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.
- 8.5.6 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.

9 EMERGENCY STEP-IN

9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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.

10 OPERATOR SHAREHOLDING

10.1 SHAREHOLDING INFORMATION

10.1.1 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.		

10.1.2 (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.

10.2 CHANGE IN OWNERSHIP AND/ OR CONTROL

- 10.2.1 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.
- 10.2.2 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.

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

- 10.2.3 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.

11 CHANGE IN LAW

11.1 CONSEQUENCES OF QUALIFYING CHANGE IN LAW

- 11.1.1 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.

- 11.1.2 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.
- 11.1.3 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.
- 11.1.4 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.

11.1.5 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.

11.2 CONSEQUENCES OF FUNDAMENTAL CHANGE IN LAW

- 11.2.1 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.
- 11.2.2 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.
- 11.2.3 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.
- 11.2.4 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".

12 INDEMNITY AND INSURANCE

12.1 **INDEMNITY**

- 12.1.1 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 preexisting 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.

- 12.1.2 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.
- 12.1.3 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.

12.2 **INSURANCE**

12.2.1 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.

13 FORCE MAJEURE

13.1 FORCE MAJEURE EVENT

- 13.1.1 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.

13.2 OBLIGATION TO NOTIFY

- 13.2.1 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').
- 13.2.2 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.
- 13.2.3 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.
- 13.2.4 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.

13.3 CONSEQUENCE OF FORCE MAJEURE EVENT

- 13.3.1 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.

13.4 ALLOCATION OF COSTS ARISING OUT OF FORCE MAJEURE

- 13.4.1 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).
- 13.4.2 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.
- 13.4.3 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.

13.5 TERMINATION NOTICE FOR FORCE MAJEURE EVENT

13.5.1 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.

13.6 TERMINATION PAYMENT FOR FORCE MAJEURE EVENT

13.6.1 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.

13.7 FORCE MAJEURE DISPUTE RESOLUTION

13.7.1 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.

13.8 EXCUSE FROM PERFORMANCE OF OBLIGATIONS

- 13.8.1 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.

14 EVENTS OF DEFAULT

14.1 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;
- (I) 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 reposts 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.

14.2 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.

15 REMEDY OF DEFAULTS AND TERMINATION PROCEDURE

15.1 Performance of Obligations

- 15.1.1 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').
- 15.1.2 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.
- 15.1.3 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.
- 15.1.4 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.

15.2 CONSEQUENCES OF DEFAULT

15.2.1 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.

15.2.2 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.

15.3 ACCRUED RIGHTS AND LIABILITIES

- 15.3.1 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.
- 15.3.2 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.

15.4 CONSEQUENCES OF TERMINATION

- 15.4.1 If this Agreement is terminated prior to its expiry:
 - (a) by the Authority due to an Operator Event of Default,
 - 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.

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

- 15.5.1 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.

15.6 TERMINATION PAYMENTS

15.6.1 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.

15.7 MODE OF PAYMENT

- 15.7.1 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.
- 15.7.2 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.

16 COMPENSATION ON TERMINATION

16.1 CONSEQUENCES OF TERMINATION - COMPENSATION

- 16.1.1 Termination Due to Operator Event of Default
- 16.1.2 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.
- 16.1.3 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.
- 16.1.4 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.

16.2 CALCULATION AND PAYMENT OF TERMINATION COMPENSATION

- 16.2.1 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.
- 16.2.2 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.

16.3 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.

17 DISPUTE RESOLUTION

17 1 PRELIMINARY SETTLEMENT

17.1.1 Amicable Settlement

- 17.1.2 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').
- 17.1.3 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.
- 17.1.4 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.

17.2 DISPUTE SETTLEMENT BY ARBITRATION

- 17.2.1 Appointment of Arbitrator and Rules governing Arbitration
- 17.2.2 The Parties acknowledge and agree that this Agreement constitutes a commercial transaction.
- 17.2.3 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.

17.2.4 Place of Arbitration

The place of the Arbitration shall be Karachi, Pakistan.

17.2.5 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.

17.2.6 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.

17.2.7 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.

17.2.8 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.

17.3 SURVIVAL

The provisions of this Article 18 shall survive the Termination of this Agreement for any reason whatsoever.

18 REPRESENTATIONS AND WARRANTIES

18.1 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.

18.2 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.

18.3 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.

19 MISCELLANEOUS PROVISIONS

19.1 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.

19.2 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.

19.3 NOTICES

19.3.1 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:	4 th Floor, Old KDA Building, Sindh Secretariat, Karachi, Pakistan.
Telephone:	+
Email:	sw.sindh@gmail.com
Operator:	
Attention:	
Address:	
Telephone:	
Fax:	
Email:	

- 19.3.2 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.
- 19.3.3 Each Party may change the above address by prior written notice to the other Party.

19.4 **GOVERNING LAW**

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

19.5 **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.

19.6 LANGUAGE

19.6.1 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.

19.7 **CONFIDENTIALITY**

- 19.7.1 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.
- 19.7.2 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.

19.8 **AMENDMENTS**

19.8.1 Any provision of this Agreement must be recorded in an agreement in writing signed by the Parties.

19.9 WAIVERS AND CONSENTS

- 19.9.1 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.
- 19.9.2 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.
- 19.9.3 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.

19.10 SEVERABILITY

- 19.10.1If 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.
- 19.10.2The 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.

19.11 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.

19.12 NO ASSIGNMENT

- 19.12.1Except as otherwise provided in this Agreement, the rights and obligations of the Operator under this Agreement shall not be assigned, notated, or otherwise transferred to any Person without the prior written consent of the Authority.
- 19.12.2The 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.

19.13 **GOOD FAITH**

Each Party shall act in good faith in exercising its rights and performing its obligations under this Agreement.

19.14 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.

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

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 ar	nd on behalf of:		
Welf of S name	ernor of Sindh, through Social are Department, Government Sindh, the Authority within ed, through its authorised atory.	signature	
	gnation: Social are Department, Government		}
the throu	Operator within named, igh its authorized signatory.	signature	
	gnation:		
	e presence of: ature of Witnesses	signature	
1-	Name: Address: CNIC No:		_
2-	Name: Address CNIC No:		}

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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		
Maintenance Requirements,	The Operator shall ensure proper repair and maintenance of each Facility listed in ANNEX XV (<i>DETAILS OF FACILITY</i>) 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.		
Operation & Management System Requirements for a Single Shift and Double Shift (if applicable) Note: Refer to the RFP Volume I (BIDDING PROCEDURE); Concession Agreement; and Operator's Bid.	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: • 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:		

- **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.

Key Staff

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.

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.

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

	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:
	 (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.
	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.
Reporting and	The Operator, as part of this Agreement, shall
Data Sharing	(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	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.
Environmental	The Operator shall comply with the environmental regulations and
Requirements	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 (<i>DETAILS OF FACILITY</i>) during the Concession Period.
Certifications	The Operator shall ensure that it has all the required certifications required by it to provide the Services under this Agreement.
Management and Operation of Facility	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.

ANNEX II – KEY PERFORMANCE INDICATORS

20 Annexure 7 Key Progress Indicators

1. Management & Organization: Planning, Implementation & Evaluation

S. No.	Key Progress Indicators (KPIs)	Facility Management Plan - 10 Marks					
	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	1 Annual Mana Facility		For the first year of the contract period, within 30 days from the issuance of the IPP Period Notification.		1.5		
		,	commencement of financial year. Annual Management Plan shall be				
			developed/updated on annual basis		1.5		
	2	Implementation Framework**	schedule indicated in the Annual Management	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)			

	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
- 7	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
Notes Guidelines

*Annual Management

Plan:

Framework:

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.

**Implementation

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.

***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

Fields of HMIS may be illustrative as Facility-wise

- ✓ Patient Appointment Management
- ✓ Patient Management
- ✓ Insurance Management
- √ Facility Management
- ✓ Laboratory Management
- ✓ Human Resources Management
- ✓ Report Management
- ✓ Supply Management
- ✓ Support Management

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, infrastructu safety / security equipment, for Facility and all-inclusive functional and safe. Ensure that all facilities have designed and Implemen 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		

	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

Notes *Repair and Maintenance **Guidelines:**

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.

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.

***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.

*****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.)

****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 **Practices** Food **Activities** Hygiene Plan 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 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 conditions the use and removal of records and the 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 Engagemen	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.				
	Measurement/ Criteria	Action Plan	Frequency	Observation Memo	Marks	
3	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	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

	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

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

S. No.	Key Progress Indicators (KPIs)	Patients' Treatment Plan/Policy/Research Activities – 4 Marks					
	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		
4	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	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.			
	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.			

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.

0.1

20.2 **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

5. Rehabilitation of Patients/Treatment

S. No.	Key Progress Indicators (KPIs)	Rehabilitation of Patients/Treatment – 28 Marks								
	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					
5	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					

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 a d 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.
- Post withdrawal patient should be continually monitored to address any unforeseen event.
- i) 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.

 20.3

6. Aftercare and Follow Up Services

S. No.	Key Progress Indicators (KPIs)	Aftercare and follow up services – 25 Marks							
	Description	To continue the rehabilitation process within the community after discharge from the Rehabilitation Facility. The aftercare and follow-up program she facilitate the client's reintegration to the community and to prevent relapse into drug dependency.							
	Measurement/ Criteria	Action Plan	Frequency Observation Memo		Marks				
6	1	Vocational training in at least six different skills to detoxificated (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)	1 0 /	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		4
	5	Creation of an Alumni Programs		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	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 Inperson or telephone check-ins Online support through email, message boards, and social media.	also identify staff training needs and the direction the program must take	4

ANNEX III - OPERATOR'S SCOPE OF WORK

SCOPE OF WORK GOVERNMENT HOSPITAL, SECTOR 5-D, LAL MARKET, NEW KARACHI 50 BEDDED REHABLITATION 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. <u>Installation Phase:</u>

> 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:

- 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 <u>Repair and Maintenance Plan</u> 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 <u>Disaster Management plan</u>, which must be developed and maintained with assistance of qualified fire, safety, and other appropriate experts.
- Operator shall be responsible to maintain and implement <u>Health & Hygiene practices and Food Plan</u> 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.
- o 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:

- o No. of Volunteer patients, listing (family).
- o No. of Patients found on street / involved in Crime.
- No. of Vulnerable group
- Preparation of case histories of patients
- o 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 guarter (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
 Use standard assessment / screening procedures according to the substance and model used. Conduct all necessary tests (including blood test, 	Appropriate level of treatment according to the substances and model, or any other method according to best practices in medical science (international best	 Perform psychotherapy Occupational therapy, group therapy, on to one therapy, family therapy etc. Skill development (refine exiting skill, new skill set
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)	practices). Follow appropriate phases of detoxification i.e. evaluation, stabilization, and preparing entry into the detailed treatment process.	according to the need/demand) in-house or outsourced. > Spiritual or Religious preaching/ teaching/plantation/agro therapy.
and relevant medical hospital(s) as required on case-to-case basis. > Identify and address		Activities like sports / music etc.
additional physical or psychological Comorbidities. (If required).		

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) <u>Detailed plan of Essential Treatment / Services:</u>

- ➤ 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
Design & Construction of the following, as per the architectural design, within the Facility:	 Procurement and installation of Furniture & Fixture as per Approved specification 	 Medicine /Instrument cupboard, Wooden and Steel cabinets, over bed trolley, Wheel Chair, etc. 	 Fire Extinguishers, water sprinklers, fire alarms and Fire Exit(s) etc. 	Staffing: ➤ Hiring & placement of required staff necessary for running the facility including
A. Non-Residential Treatment* Area including but not limited to the following:	 Beds, tables, chairs, benches etc. for patients and their attendants. Computer 	Anesthesia apparatus with ventilator, Patient monitor normal and with (gas cylinder), Suction Machine.	Reception and information desk / counter, check post etc.	but not limited to doctors, paramedical staff, admin, janitorial and security.
 Patient Reception Area / Group Meeting Area. 	system/Laptops and printers, Multimedia /Fax Machine / telephone, Photocopier for staff etc.	 Pulse Oximeter, Intensive care ventilator (Optional) ECG Machine 	Walk through gates, scanners and manual barriers.	Others: ➤ Necessary electric/solar system / gas / water/

- 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
- B. Residential
 Treatment** Area
 including but not
 limited to the
 following:
- Registration Area/ Waiting Area / Reception.

- Cupboards, dispensers, ACs, filling cabinet, etc.
- Install any other necessary electric appliances, furniture & fixtures etc. where required.
- 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.

- 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 & Closedcircuit 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

- 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.

Emergency Clinic.	>	Exercise Machines.	linked with nearby law	
			enforcement	
Counseling and Testing	>	weighing scale	agency(s) and	
Room.			relevant medical	
	>	Temperature control	hospital(s).	
Separate Living		system, for medicine.		
Quarters for female		Or any other medical		
and male with Toilet		Or any other medical equipment where		
Dining Area, Kitchen		required.		
area with provision for		roquirou.		
security / lock of all				
sharp objects, Laundry				
area.				
N.A. 14:				
Multipurpose area (religious, recreational,				
educational, skill				
development activities				
etc.) to provide overall				
healthy and hygienic				
environment in the				
facility.				
Outdoor Activity Area.				
Outdoor Activity Area.				
➤ Toilet.				
Administrative Office,				
Section(s) for Doctors,				
Psychiatrists,				
Psychologists, Medical				
Officers, Supporting				<u>[</u>

Para Medical Staff.		
Procedure Room,		
Detoxification.		
 Specific sections/area/store for medicine, Psychotherapy Exercise, Vocational / occupational therapy. 		
Miscellaneous:		
Carry out electrical		
work, keeping patient		
safety and security in		
mind, Plumbing, Sanitary work, HVAC		
where required.		
s.s.squiresi		
Any other facility / block		
/ arrangement as per		
requirements, proposed in architectural /		
engineering design		
drawings deemed		
necessary to ensure		
optimum efficiency.		
Note:		
For Guidelines in Design of Non-Residential		
of Non-Residential Treatment Area and		
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Residential Treatment Area, Table-A and Table- B are attached below.		

*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

<u>GUIDELINES IN THE DESIGN OF NON-RESIDENTIAL TREATMENT AREA¹</u>

(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	receiving of Patient,group, counseling, education and	clerkpatientparents/guardiansphysicianpsychologist /social		benchchairoffice table	15.00 (accommodate 7 persons and attendant at a given time) ²	 immediately accessible to patient located near entrance of the

	therapy • follow – up and aftercare program	worker				facility
Consultation, Examination and Treatment Room and Psychological Testing Area	 drug abuse assessment and management emergency assistance for drug withdrawal and psychiatric illness 	patientnursephysician	 clinical weighing scale examining light examining table sphygmoma nometer stethoscope psychologica I testing materials 	 chair office table lavatory medicine cabinet 	10.04 ³	adjacent to patient reception area / group meeting area
Toilet with lavatory	managing of personal hygiene	 clerk patient nurse physician psychologist / social worker 	•	lavatory water closet	1.67	 separate toilet and hand washing facility adjacent to consultation, examination and treatment room
HR Management / Records, Reporting, Accounts and Audits:	performance of personnel, accounting, records, supply and housekeeping	• clerk	computerprintertelephone	cabinetchairoffice table	5.02 <mark>4</mark>	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	receiving of patient	ClerkPatientPhysicianPsychologistsocial worker	computerprintertelephone	BenchChairdesk	20.00 (Accommodate 7 persons and attendant at a given time)	Immediately accessible to patient located near entrance
Emergency Clinic	 drug abuse assessment and management emergency assistance for drug withdrawal and psychiatric illness 	patientnursephysician	 clinical weighing scale examining light examining table sphygmomanom eter stethoscope thermometer 	bedlavatory	10.04	adjacent to patient reception area
Counseling and Testing Room	 drug abuse assessment and management individual counseling, education and therapy 	patientnursephysician	psychological testing materials	arm chairsoffice table	10.04	adjacent to patient reception area

	follow – up and aftercare program					
Separate living Quarters (Female / Male) with Toilet	 lodging storing of personal belongings managing of personal hygiene 	• patient	electric fan	bed cabinet	111.45 (accommodate 15 persons at a given time) ⁶	segregated for privacy
Dining Area	taking of meals	• patient	electric fan	• chair • table	42 (accommodate 30 persons at a given time) ⁷	adjacent to kitchen
Kitchen	 cold and dry storage food preparation cooking and baking serving and food assembly washing 	cook cooking aide	electric fanrefrigeratorsinkstove	cabinetcounter	4.65	adjacent to dining area
Multipurpose area/recreational area	 group counseling, education and therapy rehabilitation follow – up and aftercare 	patientphysicianpsychologist / social worker	electric fankaraoketelevision	• chair • table	42 (accommodate 30 persons at a given time)	accessible from female and male ward

	program					
Outdoor Activity Area	 group counseling, education and therapy rehabilitation follow – up and aftercare program 	patientphysicianpsychologist / social worker		• bench	42 (accommodate 30 persons at a given time)	accessible from female and male ward
Toilet	 managing of personal hygiene 	clerknursephysicianpsychologist / social worker		lavatorywatercloset	1.67	 separate toilet and hand washing facility accessible from consultation, examination and treatment room accessible from administrative office
Administrative Office	 performance of personnel, accounting, records, supply and housekeeping 	administrator clerk	computerfire extinguisherprintertelephone	cabinetchairoffice tables	10.04	immediately accessible to patient located near entrance of the facility

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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)

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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.

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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].

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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

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- 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.

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;
- (I) 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:

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- (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,

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- (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 Aduit 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.

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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.

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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.

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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.

ANNEXURES

ANNEX VIII – APPLICABLE PERMITS

[To be finalized prior to the Effective Date]

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:]

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.

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.

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 nonlapsable. 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.

- 20.1 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.
- 20.2 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 = [A	$\mathbf{QP} = [AH^*(PP-RP)] + (RA) + (RC)$			
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)			
PP ¹ =	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.			

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Management Fee Payment for	Due Amount (Management Fee - MF)	Amount to be pa	aid MF * PP			
the Quarter	700,000					637,000
Thematic Areas	Performance Area	Key Performance Indicators (KPI)	Applicable in Q (Y/N)	Weigl	ntage	Performance Percentage (PP)
				Marks Allocated	Marks Achieved	
	Annual Management Plan			4	4	100%
	Implementation Framework & Implementation Tracking			4	4	100%
MANAGEMENT &	Development and Functioning of the EMIS			4	4	100%
ORGANIZATION: PLANNING,	Availability of Staff			4	4	100%
IMPLEMENTATION &	Staff Attendance Improvement and Management			4	4	100%
EVALUATION	Students Enrolment, Attendance Management, and Retention Plan				7	70%
	Improvement in Students' Attendance Retention Rates, Benchmarked with Baseline			10	'	70%
	SUB-TOTAL SUB-TOTAL			30	27	90%
	Annual Scheme of Studies			4	4	100%
CURRICHI UM ACCECMENT	Lesson Planning System (Curriculum and Syllabus)	As per the Key I	16	14	88%	
CURRICULUM, ASSESSMENT, AND TEACHING PROCESS, I.E.,	Students Achieving a Level of Competence in Subjects in Each Grade Progressively	out in ANN	12	10	100%	
PEDAGOGY	Training Need Assessment* Continuous Professional Development Plan	PERFORMANCE INDICATORS)		15	15	100%
FLDAGOGI	Continuous Professional Development Training			13	13	100 /0
	SUB-TOTAL			47	43	91%
	Repair and Maintenance* Plan of all the Facilities, including Infrastructure,			5	5	100%
	Equipment, Furniture, and Fixtures			4		
	School Management Committees and Parent-Teacher Meetings				3	75%
SCHOOL ENVIRONMENT AND	Meetings and Engagement with DEO, TEO, and DST				3	75%
SCHOOL COMMUNITY	Health and Hygiene Practices Plan			3	3	100%
ENGAGEMENT	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.

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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			
#.	Annuity Amount Payment Evaluation Period	PAYABLE ANNUITY AMOUNT (PKR)	
QTR.		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	YEAR 2			
#.		PAYABLE ANNUITY AMOUNT (PKR)		
QTR.	Annuity Amount Payment Evaluation Period	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.#		PAYABLE ANNUITY AMOUNT (PKR)		
	Annuity Amount Payment Evaluation Period	Annual Approved Budget		
Q-1	January to March			
Q-2	April to June			
Q-3	July to September			
Q-4	October to December			

ANNEXURES

TOTAL ANNUAL BUDGET

YEAR 4	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	YEAR 5			
QTR.#		PAYABLE ANNUITY AMOUNT (PKR)		
	Annuity Amount Payment Evaluation Period	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	YEAR 6			
#	Annuity Amount Payment Evaluation Period	PAYABLE ANNUITY AMOUNT (PKR)		
QTR.		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.#		PAYABLE ANNUITY AMOUNT (PKR)	
	Annuity Amount Payment Evaluation Period	Annual Approved Budget	
Q-1	January to March		

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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 BROJECT BURGET (INCLUDING				

TOTAL PROJECT BUDGET (INCLUDING MANAGEMENT FEE) WITH TAXES AS APPLICABLE

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.]

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.

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Note:

The prospective Bidder is required to do a detailed count of the existing Staff employed by the Authority at all the Facility listed hereinbelow. 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.

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].

ANNEXURES

ANNEX XVII - STAFF

[Upon the Effective Date the list of existing Authority Staff available in the Facility.]

ANNEXURES