

**GOVERNMENT OF SINDH  
SOCIAL WELFARE DEPARTMENT**



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

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

**12<sup>th</sup> June 2024**

# IMPORTANT NOTICE

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

*Unless expressly specified otherwise, all capitalized terms used herein shall bear the meaning ascribed thereto in the Definitions of this Request for Proposal.*

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

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

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

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

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FOR BID PREPARATION/ SUBMISSION



[CLICK HERE TO DOWNLOAD  
ATTACHMENT 1 TO THE FINANCIAL BID FORM](#)  
(MICROSOFT Excel file)

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

## **VOLUME I: BIDDING PROCEDURE**

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# LETTER OF INVITATION

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

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

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

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

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

## **Short term:**

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

## **Long term:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Tel Number: 021-99211900

Tel Number: 021-99211201-02

Fax: 021-99217760

Email: [sw.sindh@gmail.com](mailto:sw.sindh@gmail.com) ; [secretarysocialwelfare@hotmail.com](mailto:secretarysocialwelfare@hotmail.com);

[info.p3proc@gmail.com](mailto:info.p3proc@gmail.com);

Websites: <https://pppunitsindh.gov.pk>;

<https://swd.sindh.gov.pk>; &

<http://www.pprasindh.gov.pk/>

### **Pre-Bid Conference/ Bidders Meeting Schedule\***

**Date:** 26<sup>th</sup> June 2024

**Time:** 15:00 Hrs. (PST) onwards

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

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

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

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

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

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

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

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

**Telephone:** 021-99211900; 021-99211201-2

**E-mail:** [sw.sindh@gmail.com](mailto:sw.sindh@gmail.com) ; [secretarysocialwelfare@hotmail.com](mailto:secretarysocialwelfare@hotmail.com); [info.p3@gmail.com](mailto:info.p3@gmail.com)

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



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# 1. Definitions

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

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

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

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

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

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

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

## 2. INTRODUCTIONS & PROJECT DESCRIPTION

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### 2.1 INTRODUCTION

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

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



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

## **2.2 PROJECT DESCRIPTION**

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

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

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

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

Short term:

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

Long term:

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

## 2.3 BID COSTS

- 2.3.1 Each Bidder shall bear all costs associated with the preparation and submission of its Bid and the Bidder's participation in the Bidding Process, including, without limitation, all costs and expenses related to, participation in the pre-bid conference(s), preparation and submission of the Bids, the provision of any additional information, conducting due diligence of the Project, visits to the Project site, engagement of consultants, advisors and contractors and all other costs incurred as part of this Bidding Process up to the signing of the Concession Agreement by Successful Bidders (the '**Bid Costs**').
- 2.3.2 The Authority shall not be responsible or liable to pay any Bid Costs of any Bidder, regardless of the conduct or outcome of the Bidding Process.

## 2.4 TIMETABLE

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

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

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

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

### 3. PROSPECTIVE BIDDERS

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

#### 3.1 CONSORTIUM-LEAD MEMBERS

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

#### 3.2 CONSORTIUM PARTICIPATION RESTRICTIONS

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

#### 3.3 EVALUATION REQUIREMENTS

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

#### 3.4 INELIGIBILITY OF A PROSPECTIVE BIDDER

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

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

3.4.1 A Prospective Bidder (and in the case of a Consortium, all members) should not have, in the 5 (five) years preceding the Request for Proposal Submission Deadline:

- a) failed to perform any contract with the Government, federal government, or local or provincial governments, as evidenced by the imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the prospective Bidder or Consortium Member as the case may be; or
- b) been expelled from any project or contract by any public entity or authority; or
- c) had any contract terminated by any government or government instrumentality for breach by such prospective Bidder or Consortium Member.

### **3.5 NO CONTRACT**

3.5.1 No contract whatsoever is created by or arises from this Request for Proposal document, which, under no circumstances, constitutes an offer to enter into any contract or arrangement of any nature whatsoever with any party whatsoever.

3.5.2 The Government, the Authority and any of their departments, employees, consultants, advisors and/ or personnel shall not have any obligation, responsibility, commitment, or legal liability of any nature whatsoever towards any prospective Bidder arising from this Request for Proposal document or any bids submitted in response to it.

## **4. ELIGIBILITY CRITERIA**

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### **4.1 LANGUAGE**

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

### **4.2 DOCUMENTS COMPRISING THE ELIGIBILITY CRITERIA**

4.2.1 The documents submitted by the prospective Bidders to pass eligibility criteria shall comprise the following documents:

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

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

#### 4.3 PART I – ELIGIBILITY CRITERIA

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

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

**EC3: Registration**

The Bidder (in the case of a Consortium, Consortium Members all) must possess a valid registration from the income tax authority (i.e., the NTN certificate) and relevant sales tax authority, if applicable.

**DEC3: Registration with Tax Authorities**

The Bidder (in the case of a Consortium, all Consortium Members all) shall provide a valid NTN certificate and updated filing status of the prospective Bidder or if the prospective Bidder is a Consortium, all the Consortium Members for the current or last month's fall during Bid Submission Deadline.

In case an entity is exempt from registration with any tax authority, it should provide a valid justification/ exemption certificate issued by the relevant tax authority.

**EC4: Key Staff**

The Bidder (in the case of a Consortium, any or all of the Consortium Members combined) shall propose all the Key Staff qualifying the minimum criteria for qualification and experience requirements as listed in **ANNEX 5 (TECHNICAL EVALUATION CRITERIA)**.

**DEC4: Curriculum Vitae of the Proposed Key Staff**

The Bidder (in the case of a Consortium, any or all of the Consortium Members combined) shall provide the following:

- (i) CVs of each proposed Key Staff dedicated to this Project containing the respective Key Staff qualification, experience, degree of responsibilities held in previous projects, and other details required to fill Form G (*Curriculum Vitae for the proposed Key Staff*) available with **ANNEX 2 (FORMS)**;
- (ii) CVs shall be signed by the respective Key Staff and authorized person signing the Bid on behalf of a Bidder.

**Note:** In case a Bidder (in the case of a Consortium, the respective Consortium Member) has proposed a Key Staff from a public sector organization, then a '*No Objection Certificate*' issued from such organization shall be enclosed with the CV of the proposed individual. The Bidder, if awarded the Project, shall ensure the proposed Key Staff is engaged on a dedicated and regular basis to render his/her services as per the job descriptions assigned and other terms & conditions set out in the Request for Proposal.

**Note:** In case of any change in the Bidder's legal status before the Bids Submission Deadline, the Bidder shall provide along with the Bid (Technical Proposal) submitted to  
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the Authority all such information, including the documentary evidence for such a change and its approvals by the relevant authorities, to check and verify the Bidder's Eligibility Criteria in accordance with the Applicable Evaluation Documents.

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#### 4.3.1 TECHNICAL ELIGIBILITY CRITERIA - SUBMISSION OF EVIDENCE FROM SUBSIDIARIES

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

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

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

#### 4.3.2 FINANCIAL ELIGIBILITY CRITERIA - SUBMISSION OF EVIDENCE FROM PARENT COMPANY

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

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

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

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

#### **4.4 PART II – APPLICATION AND OTHER DOCUMENTS**

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

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

(b) The following legal documents and background information:

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

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

- i. is not in bankruptcy or liquidation proceedings;
- ii. has not been convicted of fraud, corruption, collusion, or money laundering.
- iii. is not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect its capability to comply with the obligations under the Concession Agreement; and
- iv. does not fall within any of the circumstances for ineligibility listed in Section 3.4 (*INELIGIBILITY OF A PROSPECTIVE BIDDER*).

#### **4.5 PART III – CONSORTIA DOCUMENTS AND REQUIREMENTS**

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

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

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



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

**4.6 PART IV – POWER OF ATTORNEY**

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

**4.7 CLARIFICATIONS**

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

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

**5. BIDDING DOCUMENTS**

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**5.1 CONTENT OF BIDDING DOCUMENTS**

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

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

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

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

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

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

## **5.2 PRE-BID CONFERENCE**

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

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

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

### **5.3 BIDDERS COMMENTS & CLARIFICATIONS ON REQUEST FOR PROPOSAL**

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

a) Bidders have the opportunity to propose comments to the Request for Proposal documents; however, the Authority may (at its sole and absolute discretion) accept or reject such Proposal and comments. All comments shall be made in writing and sent to the relevant persons mentioned in **ANNEX 1 (BID DATA SHEET)**.

b) Electronic copies of the response, including a description of the query but not the identification of its source (the '**Response to Questions Document**'), shall be sent to all Bidders who have obtained the Request for Proposal document. If similar or repeated queries are made by Bidders, those queries may be listed as one query, and the Authority may respond to such query only once. The Authority reserves the right not to consider such comments on the Request for Proposal in accordance with the Applicable Evaluation Documents.

### **5.4 AMENDMENT OF BIDDING DOCUMENTS**

5.4.1 At any time before the Bids Submission Deadline, the Authority may amend the Request for Proposal for any reason, whether at its initiative or in response to the Bidder's questions, comments or markup in accordance with the Applicable Evaluation Documents.

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

### **5.5 BIDDERS DUE DILIGENCE**

5.5.1 Information provided by the Authority

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

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

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

## 6. BIDS: PREPARATION

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### 6.1 CONTENT OF BID

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

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

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

### 6.2 TECHNICAL BID DOCUMENTS

6.2.1 Format of the Request for Proposal

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

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

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

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

#### 6.2.3 Roles of Members and Consortium

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

#### 6.2.4 Supporting Information & Documentation

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

#### 6.2.5 Not Used

#### 6.2.6 Power of Attorney

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

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

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

#### 6.2.7 Conflict of Interest Statement

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

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

#### 6.2.8 Integrity Pact

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

#### 6.2.9 Equity Structure of the Operator

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

#### 6.2.10 Curriculum Vitae for each proposed Key Staff

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

### 6.3 TECHNICAL BID

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

### 6.4 FINANCIAL BID

#### 6.4.1 Bid Security

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

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

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

#### 6.4.2 Financial Offer

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



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

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

If yearly costs estimated by the Bidder are:

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

## **6.5 LANGUAGE OF BID**

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

## **6.6 BID VALIDITY PERIOD**

- 6.6.1 Bids shall remain valid for ninety (90) Days effective from the Bids Submission Deadline (the ‘**Bid Validity Period**’). A Bid valid for a shorter period shall be rejected by the Authority as non-responsive.
- 6.6.2 In exceptional circumstances, the Authority may solicit the Bidders’ consent to an extension of the Bid Validity Period. The request and responses thereto shall be made in writing. Such extension shall not be for more than ninety (90) Days.
- 6.6.3 If a Bidder accepts to extend the Bid Validity Period, the Bid Security shall also be extended accordingly.
- 6.6.4 A Bidder may refuse the Authority’s request for extension without forfeiting its Bid Security. A Bidder accepting the request to extend its Bid Validity Period shall not be permitted to modify its Bid.

# **7. BIDS: SUBMISSION**

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## **7.1 FORMAT AND SIGNING OF BIDS**

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

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

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

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

## **7.2 SEALING AND MARKING OF BIDS**

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

- a) The USB drive containing the Bidders' Technical Bid shall be included in the Technical Bid Envelope and SHALL NOT contain any elements of the Financial Bid.
  - b) The Financial Bid shall not be submitted on USB; however, the Financial Model shall be submitted on USB as stated in Section 6.4.2. (f).
- 7.2.6 For the avoidance of doubt, it is expressly specified that the Bidders shall not be allowed to submit their Bids by e-mail. Furthermore, it is also expressly specified that in case of discrepancy of any data/ information between hard and soft copies submitted by bidders, the HARD-COPY shall prevail in such case.
- 7.2.7 It is also expressly specified that with respect to financial plans, budgets, and calculations, in case of any discrepancy between amounts expressed 'in numbers/ integers' and 'in-word, the amount expressed 'in words' shall prevail in such case. Similarly, in case of any error in calculation between the relevant input amount and the output, i.e., the total amount in Form F (*FINANCIAL BID FORM*) or its attachments, the relevant input amount shall prevail, and the output, i.e., the total amount shall be corrected in accordance with the Applicable Evaluation Documents.
- 7.2.8 If the Bidder does not accept the corrected amount of the Bid, its Bid shall be rejected, and its Bid Security shall be forfeited, pursuant to Section 6.4.1.

### **7.3 BIDS SUBMISSION DEADLINE**

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

### **7.4 LATE BIDS**

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

### **7.5 MODIFICATION AND WITHDRAWAL OF BIDS**

- 7.5.1 The Bidder shall not modify or withdraw its Bid after the Bids Submission Deadline.
- 7.5.2 Any withdrawal of a Bid in the interval between the Bids Submission Deadline and the expiration of the Bid Validity Period specified in Section 6.6 (*BID VALIDITY PERIOD*) shall result in the Bidder's forfeiture of its Bid Security, pursuant to Section 6.4.1.

## 8. BIDS: OPENING AND EVALUATION

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### 8.1 EVALUATION COMMITTEE

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

### 8.2 OPENING AND PRELIMINARY EXAMINATION OF BIDS

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

### 8.3 OPENING AND EVALUATION OF THE TECHNICAL BID

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

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

8.3.3 The Authority shall notify in writing:

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

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

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

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

## **8.4 OPENING AND EVALUATION OF FINANCIAL BIDS**

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

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

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

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

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

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

## **8.5 WAIVER OF NON-CONFORMITIES IN BIDS**

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

## **8.6 CONTACTING THE AUTHORITY**

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

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

## **8.7 EVALUATION REPORT**

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

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

## 9. AWARD OF CONTRACT

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### 9.1 CHANGES IN ELIGIBILITY STATUS

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

### 9.2 AWARD CRITERIA

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

### 9.3 AUTHORITY'S RIGHT TO ACCEPT OR REJECT

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

### 9.4 NOTIFICATION OF AWARD

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



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

## **9.5 INCORPORATION OF A PROJECT COMPANY**

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

## **9.6 SIGNING OF THE CONCESSION AGREEMENT**

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

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

## **9.7 FAILURE TO SIGN THE CONCESSION AGREEMENT**

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

# **ANNEXURES**

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

## ANNEXURE 1 – BID DATA SHEET

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

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

7.1	<p>Bidders shall submit copies of the Bids as under:</p> <ul style="list-style-type: none"> <li>• One (1) printed original copy of the Bid;</li> <li>• One (1) printed copy of Bid; and</li> <li>• One (1) electronic copy each for Technical Bid and Financial Bid (PDF and editable)</li> </ul>
7.2 7.3	<p>Bidders shall submit the Bids to the Authority at the following address:</p> <p><b>Attention:</b> Additional Secretary, Social Welfare Department, Government of Sindh  <b>Address:</b> 4<sup>th</sup> Floor, KDA Building, Sindh Secretariat, Karachi  <b>Phone No.:</b> 021-99211900</p> <p><b>The Bids Submission Deadline is:</b> 12<sup>th</sup> July 2024 1400 hours (PST)</p> <p><b>Note:</b> Bidders shall be responsible for submitting Bids at the address and schedule specified above. Bids received elsewhere or late hours due to any reason whatsoever shall not be entertained by Evaluation Committee and returned unopened to the Bidder.</p>
8.2	<p>Bids (Technical Proposal only) shall be opened at the following address:</p> <p>Date: 12<sup>th</sup> July 2024  Time: 1500 Hours PST  Address: Additional Secretary Room, SWD, 4<sup>th</sup> Floor, KDA Building Sindh Secretariat, Karachi.</p>
8.3	<p>Bids (Financial Proposal only) shall be opened at the following address:</p> <p>Date: 18<sup>th</sup> July, 2024 Bidders who's Technical Bids found qualified will be notified accordingly  Time: 1500 Hours in accordance with the Applicable Evaluation Documents.  Address: Additional Secretary Room, SWD, 4<sup>th</sup> Floor, KDA Building Sindh Secretariat, Karachi.</p>

## ANNEXURE 2 - FORMS

### FORM A - BID FORM

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

Date: *[Insert date]*

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

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

Ladies and/or Gentlemen,

#### 1. DEFINITIONS

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

#### 2. GENERAL

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

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

### **3. PRICING**

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

### **4. PERFORMANCE SECURITY**

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

### **5. PROPOSAL COMPLIANT WITH SUBMISSION REQUIREMENTS**

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

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

### **6. FIRM AND IRREVOCABLE PROPOSAL**

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

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

### **7. FURTHER WARRANTIES**

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

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

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

### **8. CONFIDENTIALITY**

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

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

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

**9. ADDITIONAL DOCUMENTS**

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

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

[Signature]

In the capacity of [Insert position title]

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

## **SCHEDULE 1 – ADDITIONAL DOCUMENT**

### **1. DESCRIPTION OF THE BIDDER**

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



## **FORM B - POWER OF ATTORNEY**

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

#### **NOTES FOR EXECUTION OF POWER OF ATTORNEY**

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s), and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, each Bidder (or if the Bidder is a Consortium, each Consortium Member) shall provide a written power of attorney substantially in the form attached hereto FORM B OF **ANNEX 2** (FORMS), duly stamped and notarized, indicating that the person(s) signing the Bid has/have the authority to sign the Bid and thus, the Bid is binding upon the Bidder during the full period of its validity.*
- *This Power of Attorney shall be notarized with the Notary Public.*
- *The Power of Attorney should comply with the requirements set out in Instructions to Bidders of Volume I (Bidding Procedure) of the Request for Proposal.*
- *Please find below the form and substance of the Power of Attorney.*

**FORM B - POWER OF ATTORNEY**

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

[On stamp paper of at least Rs. 200]

On this ..... day of .....

Before me

The Notary in this office

The undersigned

Mr./Ms.: \_\_\_\_\_  
In his/her capacity as: \_\_\_\_\_  
Nationality: \_\_\_\_\_  
Holder of Passport or CNIC No: \_\_\_\_\_  
Issued from: \_\_\_\_\_  
Dated: \_\_\_\_\_  
Residing at: \_\_\_\_\_

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

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

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

**SCHEDULE - 1**

-----

- A. DATED:** [INSERT DATE OF EXECUTION]
  
- B. THE GRANTOR:** [INSERT NAME OF PROSPECTIVE BIDDER/  
CONSORTIUM MEMBER]
  
- C. THE ATTORNEY:** [INSERT NAME OF REPRESENTATIVE LEAD  
MEMBER]
  
- D. PLACE IN WHICH DOCUMENTS ARE TO BE EXECUTED AND  
DELIVERED:** SOCIAL WELFARE DEPARTMENT,  
GOVERNMENT OF SINDH  
KARACHI, PAKISTAN
  
- E. DOCUMENTS:** ALL DOCUMENTS IN RESPECT OF THE  
AUTHORITY'S APPLICATION IN RELATION TO  
THE PROJECT.

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

[SEAL] )  
 )  
 )

**[NAME / TITLE OF GRANTOR REPRESENTATIVE]**

**WITNESSES: WITNESS 1:**  
.....  
NAME:  
CNIC / PASSPORT NUMBER:  
ADDRESS:

**WITNESS 2:**  
.....  
NAME:  
CNIC / PASSPORT NUMBER:  
ADDRESS:

**ACCEPTED & AGREED**  
.....  
..... (SIGNATURE)  
(NAME, TITLE AND ADDRESS OF THE ATTORNEY)

[NOTARISED]

## FORM B - POWER OF ATTORNEY

### **B. POWER OF ATTORNEY FOR APPOINTMENT OF LEAD MEMBER**

#### **NOTES FOR EXECUTION OF POWER OF ATTORNEY**

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s), and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *This Power of Attorney for the appointment and authorization of Lead Member is to be executed by the authorized representative of each Consortium Member (appointed pursuant to a Power of Attorney in Form B. (Power of Attorney to Authorize a Person to Sign the Documents)).*
- *This Power of Attorney shall be on stamp paper of at least PKR 200/- and notarized with the Notary Public.*
- *The Power of Attorney should comply with the requirements set out in Instructions to Bidders of Volume I (Bidding Procedure) of the Request for Proposal.*
- *Please find below the form and substance of the Power of Attorney.*

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

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

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

#### **Know all men by these presents**

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

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

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

In witness whereof we, the above named, have executed this Power of Attorney on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

For: \_\_\_\_\_

(Signature)

(Name, Title and Address)

For: \_\_\_\_\_

(Signature)

(Name, Title and Address)

For: \_\_\_\_\_

(Signature)

(Name, Title and Address)

**WITNESSES:**

**WITNESS 1:**

**WITNESS 2:**

.....  
NAME: NAME:

CNIC / PASSPORT NUMBER: CNIC / PASSPORT NUMBER:

ADDRESS: ADDRESS:  
(Executants)

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

**FORM C - CONFLICT OF INTEREST STATEMENT**

**RELATING TO THE DRUG REHABILITATION CENTER**

Date: *[Insert date]*

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

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

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

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

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

<b>Name of Project</b>	<b>Date Started</b>	<b>Description of Conflict</b>

Yours Sincerely,

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
(Signatures) Name:  
Designation:

\_\_\_\_\_  
(Signatures)  
Name:  
Designation:

## Form E - Bid Security Form

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

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

Date: *[Insert date]*

To:

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

(the '**Guarantee**')

**Guarantee No:** \_\_\_\_\_  
**Date of Issue:** \_\_\_\_\_  
**Date of Expiry:** \_\_\_\_\_  
**Guarantee Amount:** \_\_\_\_\_  
**Name of Guarantor:** \_\_\_\_\_  
**Name of Principal:** \_\_\_\_\_  
**Penal Sum of Security:** \_\_\_\_\_

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

*[Name of the Bidder]*, a *[Insert legal status]* existing under the laws of *[Insert Country]* having its *[registered office or place of business]* located at *[Insert address]*, for the Facility (the Bidder, which expression includes its successors, assignees and transferees).

Further, We, the Issuing Bank, understand that pursuant to the Request for Proposal, the Bidder is required to provide the Government of Sindh (the Beneficiary) a Bid Security in the form of a bank guarantee equal to PKR [●] issued by a scheduled commercial bank operating in Pakistan (with a minimum credit rating of at least 'A-' as rated by VIS or an equivalent rating by PACRA).

The above premised, we (the Issuing Bank) hereby undertake irrevocably and unconditionally on demand to pay to the Beneficiary, without any notice, reference, recourse, evidence,



document in support of the demand, the validity, proprietary or legality of the said demand to the Bidder or any other entity or without any recourse or reference to the Request for Proposal or any other document, agreement, instrument or deed, any sum or sums (or any part thereof) equivalent in aggregate up to but not exceeding a maximum amount of:

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

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

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

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

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

- (i) Bids Submission Deadline + twenty-eight 28 Days, i.e., a total of one-hundred and eighteen (118) Days (the '**Guarantee Original Expiry Date**') provided that, in the event the Issuing Bank has receipt of the Demand on or immediately prior to the Guarantee Original Expiry Date, the Issuing Bank shall honor that Demand; or
- (ii) when the aggregate of all payments made by us under this Guarantee equals the Guaranteed Amount.

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

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

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

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

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

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

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

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

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

**Authorized signatory:** \_\_\_\_\_  
**Date:** \_\_\_\_\_  
**Place:** \_\_\_\_\_

**Authorized signatory:** \_\_\_\_\_  
**Date:** \_\_\_\_\_  
**Place:** \_\_\_\_\_

## **FORM F – FINANCIAL BID FORM**

### **RELATING TO THE SINDH EDUCATION MANAGEMENT ORGANIZATIONS**

Date: *[Insert date]*

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

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

Ladies and/or Gentlemen,

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

**Total Bid Price      PKR [●]/- (Pakistani Rupees [●] Only)<sup>1</sup>**

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

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

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

*[Signature]*

In the capacity of      *[Insert position title]*

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

Authorized to sign this Financial Bid Form of

*[Insert the name of Bidder]*

## **ATTACHMENT 1 TO THE FINANCIAL BID FORM – BID PRICE**

*(to be included in the Financial Bid Envelope)*

### **THE FINANCIAL BID FORM – BID PRICE**

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

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

Financial Model comprises the following:

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

## **FORM F – 1: SUMMARY OF BUDGET**

**Bidder** (*Insert name of Bidder*)

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

## **FORM F – 2: OPERATIONAL EXPENSES**

**Bidder** (*Insert name of Bidder*)

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

## **FORM F – 3: KEY STAFF**

**Bidder** (*Insert name of Bidder*)

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

## **FORM F – 4: BUDGET GUIDELINES**

**Bidder** (*Insert name of Bidder*)

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

## **FORM F – 5: Working Sheet**

**Bidder** (*Insert name of Bidder*)

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

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

1. **Proposed Key Staff** *(only one Key Staff shall be nominated for each position):* \_\_\_\_\_
2. **Name of Bidder or Consortium Member** *(insert name of Member proposing Staff):* \_\_\_\_\_
3. **Name of Staff** *[Insert full name]:* \_\_\_\_\_
4. **Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_
5. **Education** *[Indicate college/ university and specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:* \_\_\_\_\_
6. **Membership of Professional Associations:** \_\_\_\_\_
7. **Other Training** *[Indicate significant training since degrees under 5 - Education were obtained]:* \_\_\_\_\_
8. **Countries of Work Experience** *[List countries where staff has worked in the last twenty years]:* \_\_\_\_\_
9. **Languages** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:* \_\_\_\_\_
10. **Employment Record** *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held]:*  
\_\_\_\_\_  
From [Year]: \_\_\_\_\_ To [Year]: \_\_\_\_\_  
Employer: \_\_\_\_\_ Positions held: \_\_\_\_\_
11. **Detailed Tasks Assigned** *[List all tasks to be performed under this Project]:* \_\_\_\_\_
12. **Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned**  
*[Among the projects in which the Staff has been involved, indicate following information for those projects that illustrate staff capability to handle tasks listed under point 11.]:*  
Name of assignment or project: \_\_\_\_\_ Year: \_\_\_\_\_  
Location: \_\_\_\_\_ PA or Client: \_\_\_\_\_  
Main project features: \_\_\_\_\_ Positions held: \_\_\_\_\_  
Activities performed: \_\_\_\_\_

**13. Certificate**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. **I understand that any willful**  
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**misstatement described herein shall lead to disqualification or dismissal, of the Bidder or Consortium Member or Key Staff** in accordance with Applicable Evaluation Documents.

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

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

## **ANNEXURE 3 - DRAFT CONCESSION AGREEMENT**

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



## ANNEXURE 4 - CONTENT OF TECHNICAL BID

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

<b>(iv)</b>	<b>Description of the strategy to achieve the Key Performance Indicators (KPIs)</b>
<b>(v)</b>	<b>Description of Exist Strategy to hand over the Facility back to the Authority</b> <ul style="list-style-type: none"><li data-bbox="341 283 1323 388">• It is expected that bidder/consortium will adopt a gradual approach to ensure that improvements brought during the Concession Period will be sustainable after the completion of the Project.</li></ul>

## ANNEXURE 5 - TECHNICAL EVALUATION CRITERIA

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

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

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

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

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

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

**Points maximum weightage criteria (Qualification 25%, Experience 70%, Understanding of the local context verifiable from the proposed staff experience in local region 5%)**

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

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

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

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

**(iv) Key Performance Indicators**

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

**Development Plan and Exit strategy:**

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

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

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

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

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

**Total points for Technical Evaluation Criteria: 100**

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

## **ANNEXURE 6 – FINANCIAL STRUCTURE FOR THE DRC**

### **Government Financial Structure**

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

### **Salary of Government staff:**

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

### **Salary of Facility-based Staff hired by bidder:**

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

### **Repair and Maintenance**

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

### **Facility Furniture Provision and Repair**

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

### **Utilities/ Bills/ Fees**

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

### **Management Fees**

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

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





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## **ANNEXURE 7 – KEY PERFORMANCE INDICATORS**

Attached as annexure

## ANNEXURE 8 - DETAILS OF THE FACILITY

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

### **Ground Floor:**

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

Number of Rooms: 20

Average Size: 12 x 12 feet

### **First and Second Floors:**

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

Number of rooms (first floor): 12

Size of Office Rooms: 12 x 12 feet

Size of Halls: Varying sizes

Number of rooms (second floor): 12

Size of Office Rooms: 12 x 12 feet

Size of Halls: Varying sizes

### **Condition:**

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

### **Important Note:**

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

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

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

**Note:**

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

## ANNEXURE 9 – APPLICATION FORM

Date: *[Insert date]*

To:

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

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

Dear Sirs,

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

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

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

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

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

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

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

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

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

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

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

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

## ANNEXURE 10 - BASIC INFORMATION FORM

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### **PROSPECTIVE BIDDER INFORMATION:**

Name:

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

incorporation/registration no:

Address of principal office:

Telephone number:

Fax number:

E-mail address:

Primary areas of business:

Shareholder/Member certificate (attach separately)

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

Name:

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

incorporation/registration no:

Address of principal office:

Telephone number:

Fax number:

E-mail address:

Primary areas of business:

Shareholder/Member certificate (attach separately)



## ANNEXURE 11 – EXPERIENCE FORM (DEC1)

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

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

## ANNEXURE 12 - FINANCIAL DATA FORM (DEC 2)

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### NET WORTH

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

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

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

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

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

## ANNEXURE 13 - PARENT COMPANY LETTER OF COMFORT

Date: *[Insert date]*

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

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

Dear Sirs,

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

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

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

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

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

Yours faithfully,

*[Name of Parent Company]* \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: (Authorized signatory) \_\_\_\_\_

## ANNEXURE 14 - AFFIDAVIT

Date: *[Insert date]*

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

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

Dear Sirs,

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

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

- (a) is not in bankruptcy or liquidation proceedings;
- (b) is not blacklisted by any governmental or non-governmental department/ agency;
- (c) barred by the relevant government authority in order to provide medical/ rehabilitation services;
- (d) has not been convicted of fraud, corruption, collusion or money laundering;
- (e) is not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect its capability to comply with the obligations under the Concession Agreement;
- (f) *[are legally and financially autonomous and operate under commercial law]*<sup>6</sup>;
- (g) does not fall within any of the circumstances for ineligibility listed in Section 3.4 (*Ineligibility of a Prospective Bidder*) of the Request for Proposal.

Yours Sincerely,

Name and Title of Authorized Signatory: \_\_\_\_\_  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_

<sup>6</sup> Only relevant for the government-owned legal enterprise or institution.

## **ANNEXURE 15 – SPECIFICATIONS FOR SOLAR POWER**

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

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

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

## ANNEXURE 16 – SPECIFICATIONS FOR SURVEILLANCE SYSTEM

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

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

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

## **ANNEXURE 17 – SCOPE OF WORK**

Is attached in separate file

## ANNEXURE 18 – FACILITY PICTURES

Location:

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

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

The hospital's address is as follows:

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











