



Ministry of National Health Services, Regulation & Coordination,  
Islamabad



Invitation for Bids for the Management & Operation of Government Health Facilities in  
Islamabad under Public-Private Partnership Mode

**Ministry of National Health Services, Regulations & Coordination, Government of Pakistan** intends to outsource the management and operations of following two facilities located in Islamabad:

- i. Isolation Hospital and Infectious Treatment Centre (IHITC)
- ii. Regional Blood Centre Islamabad

This outsourcing initiative aims to enhance operational performance, improve clinical management and blood transfusion standards and ensure patient-centric care.

Request for Proposal (RFP) are invited from reputed national firms/consortia. The detailed scope of work to undertake the project is provided in RFP document.

National Open Competitive Bidding will be carried out by adopting single stage-two envelope Bidding Procedure.

The procurement would take place through EPADs.

- i. The Request for Proposal (RFP) document may be downloaded from [www.eprocure.gov.pk/](http://www.eprocure.gov.pk/), EPADs and [www.ppra.org.pk](http://www.ppra.org.pk) from **26<sup>th</sup> November 2025**.
- ii. Pre-bid meeting will be held at 11:00 A.M. on **2<sup>nd</sup> December 2025** in the office address given below.
- iii. The Proposals complete in all respects, in accordance with the instructions provided in the RFP document shall be uploaded on EPADs and envelopes shall be marked separately as Technical and Financial Proposals. Hard copies of the proposal may reach on or before **12<sup>th</sup> December 2025 at 2:00 P.M.** in the office address given below.
- iv. Bid security of PKR 50 million must be furnished as part of Technical Proposal.
- v. The proposal documents received till the stipulated date and time shall be opened on the same day at 2:30 P.M., in presence of the bidders.
- vi. Proposal documents received after bid submission deadline shall not be included in the process.

Name: Ahmad

Designation: Section Officer (H-III)

Address: M/o NHR&C, 3rd Floor, Kohsar Block, Pak Secretariat, Islamabad

Email: [sectionofficerhospitaliii@gmail.com](mailto:sectionofficerhospitaliii@gmail.com)

Phone No: 051-9216289

**GOVERNMENT OF PAKISTAN  
MINISTRY OF NATIONAL HEALTH  
SERVICES, REGULATIONS &  
COORDINATION**



**REQUEST FOR PROPOSALS  
FOR  
MANAGEMENT & OPERATION OF  
GOVERNMENT HEALTH FACILITIES IN  
ISLAMABAD UNDER PUBLIC-PRIVATE  
PARTNERSHIP MODE**

RFP Ref. No. F. No. 1-13/2025-DD-I(PD)

**November 26<sup>th</sup>, 2025**

# IMPORTANT NOTICE

---

This Request for Proposals, 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 for Outsourcing of the Government Health Facilities ("Project") in Islamabad to manage and operate the Facilities by the Operator, under PPP mode for a term of the Concession Period. This Request for Proposals is being issued by the Ministry of National Health Services, Regulations & Coordination, Government of Pakistan, 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 Proposals.*

In this Request for Proposals, the Eligibility Criteria and Technical Evaluation Criteria are determined/ formulated by the Ministry of National Health Services, Regulations & Coordination, Government of Pakistan, 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 Proposals 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 Proposals or otherwise in connection with the Project as contemplated herein.

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

This Request for Proposals 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 Ministry of National Health Services, Regulations & Coordination, Government of Pakistan, reserves its right, in its full discretion, to modify the Request for Proposals 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 Proposals document is available for download at the websites of the Ministry of National Health Services, Regulations & Coordination, Government of Pakistan [www.nhsrsc.gov.pk](http://www.nhsrsc.gov.pk), on PPRA/EPADS [www.ppra.gov.pk](http://www.ppra.gov.pk), [www.eprocure.gov.pk](http://www.eprocure.gov.pk) and on Public Private Partnership Authority (P3A) [www.p3a.gov.pk](http://www.p3a.gov.pk) for the prospective Bidders free of cost.

# **TABLE OF CONTENTS OF THE REQUEST FOR PROPOSALS**

---

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

## **VOLUME I: BIDDING PROCEDURE**

---

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

# LETTER OF INVITATION

---

RFP Ref. No. F. No. 1-13/2025-DD-I(PD)  
Islamabad, dated the 26<sup>th</sup> November, 2025

The Government of Pakistan, through Ministry of National Health Services, Regulations & Coordination (herein referred to as the "Authority") aims to partner with credible Health Management Institutes from the private and/ or public sectors on a PPP mode to manage and improve the functioning of health facilities standards in Islamabad by introducing innovations, addressing management gaps, maintaining and cooperatively working along with Government staff.

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

The Ministry of National Health Services, Regulations & Coordination, Government of Pakistan, being the Project's implementing agency, invites sealed Bids from eligible NGOs/ firms/ Consortia/ joint ventures for the management and operation of the following health facilities under the project:

- i. Isolation Hospital and Infectious Treatment Centre (IHITC)
- ii. Regional Blood Centre (RBC) Islamabad

The Project is structured and documented as ten (10) years and three (03) months management contract, (the '**Concession Period**'), which shall include, inter alia, the responsibility of managing and operating selected health facilities and achieving the Key Performance Indicators (KPIs) set by the Ministry of National Health Services, Regulations & Coordination, Government of Pakistan while performing functions as further detailed in the Request for Proposals. The ownership of the health facilities will remain with the Government of Pakistan.

Procurement will be conducted through National Competitive Bidding using a single stage-two envelope Bidding Procedure as specified in the Public Procurement Rules, 2004 (the '**PPRA Rules**'), and is open to all the eligible Bidders.

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

The prospective Bidders may seek further information by obtaining the Request for Proposals, free of cost, with effect from 26<sup>th</sup> November 2025 to 11<sup>th</sup> December 2025 either: **(a)** physically, by submitting a written application during office hours at the address given below; or **(b)** electronically, by sending a request at e-mail address given below, or downloading from the websites of Ministry of National Health Services, Regulations & Coordination, Government of Pakistan [www.nhsrhc.gov.pk](http://www.nhsrhc.gov.pk), on PPRA/EPADS [www.ppra.gov.pk](http://www.ppra.gov.pk), [www.eprocure.gov.pk](http://www.eprocure.gov.pk) and on Public Private Partnership Authority (P3A) [www.p3a.gov.pk](http://www.p3a.gov.pk).

Bids shall be submitted **online on e-Pak Acquisition & Disposal System (e-PADS)** <https://eprocure.gov.pk>. Bidders are also, additionally, required to submit, in hard form, only one (1) Bid, comprising one (1) original Technical Proposal along with Bid Security in original and one (1) original Financial Proposal in accordance with Rule 36(b) of the Public Procurement Rules, 2004, 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

Proposals, and at the submission address given below. The Bids shall be submitted, on EPADS and hard form on the given address, no later than **14:00 hours PST on 12<sup>th</sup> December 2025**. The Authority shall not be responsible for any failure on part of bidders to submit an e-bids before the submission deadline on account of any technical error or internet failure. In case e-bids including entries and record submitted on e-PADS is found to be corrupt, unreadable or contains virus, such e-bids shall be rejected. Further, late submission of Bids in hard form will be rejected. It is further clarified that only bids received on EPADS shall be considered for Technical and Financial evaluation. In case any Bidder fails to deliver its Bid on EPADS, its physical submission shall not be considered being violation of the PPRA Rules, 2004.

The Technical Proposals will be opened on the Bids Submission Deadline at **14:30 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 PKR 50,000,000/- (Pak Rupees Fifty Million) 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 '**Drawing & Disbursing Officer (DDO), Ministry of National Health Services Regulations and Coordination, Islamabad**' and must be enclosed with the Technical Bid Envelope in accordance with the requirements set out in the Request for Proposals.

The Ministry of National Health Services, Regulations & Coordination 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 PPRA Rules.

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

**Attention:** Ahmad Junejo  
**Designation:** Section Officer (H-III)  
**Address:** M/o NHR&C, 3rd Floor, Kohsar Block, Pak Secretariat, Islamabad  
**Telephone:** 051-9216289  
**E-mail:** Sectionofficerhospitaliii@gmail.com  
**Website:** [www.nhsr.gov.pk](http://www.nhsr.gov.pk)

# TABLE OF CONTENTS

---

<b>1. DEFINITIONS .....</b>	<b>9</b>
<b>2. INTRODUCTIONS &amp; PROJECT DESCRIPTION.....</b>	<b>14</b>
2.1 INTRODUCTION .....	14
2.2 PROJECT DESCRIPTION .....	14
2.3 BID COSTS.....	15
2.4 TIMETABLE.....	15
<b>3. PROSPECTIVE BIDDERS .....</b>	<b>16</b>
3.1 CONSORTIUM-LEAD MEMBERS .....	16
3.2 CONSORTIUM PARTICIPATION RESTRICTIONS .....	16
3.3 EVALUATION REQUIREMENTS.....	17
3.4 INELIGIBILITY OF A PROSPECTIVE BIDDER .....	17
3.5 NO CONTRACT.....	17
<b>4. ELIGIBIILTY CRITERIA .....</b>	<b>18</b>
4.1 LANGUAGE.....	18
4.2 DOCUMENTS COMPRISING THE ELIGIBILITY CRITERIA .....	18
4.3 PART I – ELIGIBILITY CRITERIA.....	18
4.4 PART II – APPLICATION AND OTHER MANDATORY DOCUMENTS .....	21
4.5 PART III – CONSORTIA DOCUMENTS AND REQUIREMENTS.....	22
4.6 PART IV – POWER OF ATTORNEY .....	22
4.7 CLARIFICATIONS .....	22
<b>5. BIDDING DOCUMENTS.....</b>	<b>23</b>
5.1 CONTENT OF BIDDING DOCUMENTS.....	23
5.2 PRE-BID CONFERENCE.....	24
5.3 BIDDERS COMMENTS & CLARIFICATIONS ON REQUEST FOR PROPOSALS .....	24
5.4 AMENDMENT OF BIDDING DOCUMENTS.....	24
5.5 BIDDERS DUE DILIGENCE.....	25
<b>6. BIDS: PREPARATION .....</b>	<b>26</b>
6.1 CONTENT OF BID.....	26
6.2 TECHNICAL BID DOCUMENTS .....	26
6.3 TECHNICAL BID.....	29
6.4 FINANCIAL BID .....	29
6.5 LANGUAGE OF BID .....	30
6.6 BID VALIDITY PERIOD.....	30
<b>7. BIDS: SUBMISSION .....</b>	<b>32</b>
7.1 FORMAT AND SIGNING OF BIDS.....	32
7.2 SEALING AND MARKING OF BIDS.....	32
7.3 BIDS SUBMISSION DEADLINE .....	34
7.4 LATE BIDS .....	34
7.5 MODIFICATION AND WITHDRAWAL OF BIDS.....	34
<b>8. BIDS: OPENING AND EVALUATION .....</b>	<b>35</b>
8.1 EVALUATION COMMITTEE .....	35
8.2 OPENING AND PRELIMINARY EXAMINATION OF BIDS .....	35
8.3 OPENING AND EVALUATION OF THE TECHNICAL BID.....	35
8.4 OPENING AND EVALUATION OF FINANCIAL BIDS.....	36

8.5	WAIVER OF NON-CONFORMITIES IN BIDS.....	37
8.6	CONTACTING THE AUTHORITY .....	38
8.7	EVALUATION REPORT .....	38
<b>9.</b>	<b>AWARD OF CONTRACT .....</b>	<b>38</b>
9.1	CHANGES IN ELIGIBILITY STATUS .....	38
9.2	AWARD CRITERIA.....	38
9.3	AUTHORITY’S RIGHT TO ACCEPT OR REJECT.....	39
9.4	NOTIFICATION OF AWARD.....	39
9.5	INCORPORATION OF A PROJECT COMPANY.....	39
9.6	SIGNING OF THE CONCESSION AGREEMENT .....	40
9.7	FAILURE TO SIGN THE CONCESSION AGREEMENT .....	40
	<b>ANNEXURE 1 - BID DATA SHEET .....</b>	<b>42</b>
	<b>ANNEXURE 2 - FORMS.....</b>	<b>44</b>
	<b>ANNEXURE 3 - DRAFT CONCESSION AGREEMENT .....</b>	<b>66</b>
	<b>ANNEXURE 4 - CONTENT OF TECHNICAL BID .....</b>	<b>67</b>
	<b>ANNEXURE 5 - TECHNICAL EVALUATION CRITERIA.....</b>	<b>68</b>
	<b>ANNEXURE 6 – FINANCIAL STRUCTURE FOR THE HMOS .....</b>	<b>71</b>
	ERROR! BOOKMARK NOT DEFINED.	
	<b>ANNEXURE 7 – KEY PERFORMANCE INDICATORS .....</b>	<b>74</b>
	<b>ANNEXURE 8- DETAILS OF THE FACILITIES .....</b>	<b>77</b>
<b>1.</b>	<b>SITUATIONAL ANALYSIS OF TARGET HEALTH FACILITIES .....</b>	<b>77</b>
9.8	SITUATIONAL ANALYSIS OF IHITC:.....	77
9.9	SITUATIONAL ANALYSIS OF RBC:.....	87
9.10	BASELINE OPERATIONAL AND RESOURCE ASSESSMENT OF BLOOD BANKING AND REGIONAL BLOOD CENTRE FACILITIES.....	96
9.11	APPENDIX B: .....	113
	<b>ANNEXURE 9 – APPLICATION FORM.....</b>	<b>122</b>
	<b>ANNEXURE 10 - BASIC INFORMATION FORM .....</b>	<b>124</b>
	<b>ANNEXURE 11 – EXPERIENCE FORM (DEC1).....</b>	<b>125</b>
	<b>ANNEXURE 12 - FINANCIAL DATA FORM (DEC 2).....</b>	<b>126</b>
	<b>ANNEXURE 13 - PARENT COMPANY LETTER OF COMFORT.....</b>	<b>127</b>
	<b>ANNEXURE 14 - AFFIDAVIT .....</b>	<b>128</b>
	<b>ANNEXURE 15 – OPERATOR’S SCOPE OF WORK.....</b>	<b>129</b>

# 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 Federal PPP Act; (b) the PPRA Ordinance; (c) the PPRA Rules; (d) the PPRA Guidelines; (e) the PPRA Regulations; (f) any applicable order, instruction, guideline, regulations, or instrument issued under the Federal PPP Act, PPRA Ordinance, PPRA Rules; and (f) Request for Proposals before the Bids Submission Deadline.
<b>Articles of Association</b>	The Articles of Association of the prospective Bidder.
<b>Authority</b>	Ministry of National Health Services, Regulations & Coordination.
<b>BAFO</b>	Has the meaning set forth in Section 8.4.4.
<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>	Has the meaning in PPRA Rules.
<b>Bid Costs</b>	Has the meaning set forth in Section 2.3.1.
<b>Bid Price</b>	Net Present Value or NPV of the total budget calculated using the Discount Rate that includes capital cost, operational cost, IE fees, 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 ( <b>BID PRICE</b> ) 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 JCR-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 6.2.11 ( <b>BID SECURITY</b> ). 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 6.2.11 (a).
<b>Bid Security Validity Period</b>	Has the meaning set forth in Section 6.2.11 (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 Proposals (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>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 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 (10) years and three (03) months management contract.
<b>Conditions Precedent</b>	Has the meaning set forth in the draft Concession Agreement <b>ANNEX 3 (DRAFT CONCESSION AGREEMENT)</b> – Article 2.
<b>Consortium</b>	means a joint venture of private parties or majority controlled by private parties formed for the purpose of entering into a Public-Private Partnership Agreement directly or through a

	registered company formed thereof
<b>Consortium Members</b>	Each Member of a Consortium, including the Lead Member, which shall be collectively allowed up to a maximum of two (02) 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 rate of 10% percent per annum for the purpose of this RFP to calculate the Bid Price.
<b>Effective Date</b>	The date certified by the Independent Expert 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 of, and in accordance with this Request for Proposals.
<b>Health Management Organization (HMO)</b>	The Operator, which undertakes the management and operation of the IHITC and RBC, as part of the Package in the Project in accordance with the Applicable Evaluation Documents.
<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 Committee constituted by the Ministry of National Health Services, Regulations & Coordination, Government of Pakistan for the purpose of undertaking the bidding process in accordance with PPRA Rules and has the meaning set forth in Section 8.1.1.
<b>Facilities</b>	The Isolation Hospital & Infectious Treatment Centre (IHITC) and Regional Blood Centre (RBC), as part of the Project's Package and identified in <b>ANNEX 8 (DETAILS OF FACILITIES)</b> .
<b>Final Bidding Document or Addendum to the Request for Proposals</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 GoP</b>	Government of Pakistan.
<b>Instructions to Bidders</b>	The Instructions to Bidders set out in Volume I ( <i>BIDDING PROCEDURE</i> ) of the Request for Proposals.
<b>Integrity Pact</b>	The instrument entitled 'Integrity Pact' as attached to this Request for Proposals 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 Project Director and Accounts & Compliance Manager proposed by the Bidder in its Technical Bid to undertake, oversee, and manage the Project's activities on a dedicated and regular basis in accordance with the job description, as may be amended by the Authority from time to time, during the Concession Period.
<b>Lead Member</b>	The term shall bear the meaning as ascribed thereto in Section 3.1.2.
<b>Management Fee</b>	Management Fee is the cost charged by the Bidder for providing its services to the Authority for managing the Project and its Facilities in accordance with the Scope of Work and KPIs. The management cost shall include the estimated cost of Salary of Key Staff, cost of undertaking the field monitoring of the Facilities and/or any other visits in relation to the Project by the project's staff, Stamp Duty, any other costs for the organization's time, intellect, and expertise that it would bring to the Project, hiring of additional Key Staff, cost of any other activity as specified in the Concession Agreement and Technical Proposal but not covered elsewhere in the Bid Price, to ensure achieving the Project's Key Performance Indicators throughout the Concession Period.
<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>Most Advantageous Bid</b>	A Bid that is determined to be the ' <i>most advantageous 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>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>Package</b>	Package has the meaning set forth in <b>ANNEX 8 (DETAILS OF FACILITIES)</b> .
<b>PKR</b>	Pakistani Rupees, the lawful currency of the Islamic Republic of Pakistan.
<b>PPP</b>	Public Private Partnership.
<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 Proposals document. The HMOs' 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>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>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>Federal PPP Act</b>	The Federal Public Private Partnership Act, 2017 (as amended from time to time).
<b>PPRA</b>	Public Procurement Regulatory Authority established under the PPRA Ordinance.
<b>PPRA Ordinance</b>	The Federal Public Procurement Regulatory Authority Ordinance, 2002 (as amended from time to time).
<b>PPRA Rules</b>	The Public Procurement Rules, 2004 (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

---

### 2.1 INTRODUCTION

- 2.1.1 The Authority desires to outsource the management and operation of selected health facilities to an HMO in a manner that such Facilities will be managed and operated by the HMO on a public-private partnership basis in accordance with Scope of Work in a manner that is consistent with the KPI's (the '**Project**'). It is envisaged that the Authority will select the HMO 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 Proposals 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 Proposals document followed by the evaluation of their Bids submitted in accordance with the terms and conditions of this Request for Proposals document.

### 2.2 PROJECT DESCRIPTION

- 2.2.1 According to the vision of Prime Minister of Pakistan, Government of the Pakistan is undertaking wide-ranging reforms to improve Healthcare Service Delivery in Pakistan. As part of its ongoing efforts to improve operational efficiency, service delivery, and clinical outcomes, the Ministry of National Health Services, Regulations and Coordination (M/o NHR&C) is inviting Request for Proposal (RFP) from experienced and qualified entities for the outsourcing of hospital administration and clinical management of Isolation Hospital and Infectious Treatment Centre (IHITC) and Regional Blood Centre (RBC) in Islamabad.
- 2.2.2 The Isolation Hospital and Infectious Treatment Centre (IHITC), Islamabad, was established as a rapid-response facility during the COVID-19 pandemic to provide specialized treatment to patients affected by infectious diseases. Initially designed to manage COVID-19 cases, the facility later expanded its services to treat patients suffering from HIV, dengue, and monkeypox. However, due to contractual deputation of human resources and insufficient budgetary allocations, the hospital's operations could not be sustained, leading to its eventual non-functional status. At present, only the Out-Patient Department (OPD) remains operational, supported by temporary staffing arrangements to ensure minimal continuity of care.
- 2.2.3 Safe blood transfusion services are a critical, life-saving component of global healthcare. The national and provincial health systems bear the responsibility for ensuring a secure blood supply. This task is especially complex in developing nations like Pakistan due to the high prevalence of infectious diseases, notably HIV and Hepatitis B/C. Furthermore, increased demand stemming from obstetric complications, severe childhood anaemia, and trauma from road traffic accidents places substantial strain on these services.

- 2.2.4 To achieve quality standardization and resource optimization, the MoNHSRC has established Regional Blood Centres (RBCs) and connected Hospital blood banks (HBBs) to coordinate the supply chain. The Ministry's next strategic goal is to implement a complete blood transfusion system encompassing collection, screening, storage, and transport to all major secondary care hospitals on a Public-Private Partnership (PPP) model to outsource the RBC's management and maintenance.
- 2.2.5 This outsourcing initiative aims to enhance operational performance, improve clinical management standards, and ensure patient-centric care.
- 2.2.6 Bidders are encouraged to submit their respective Bids after visiting the Project Sites and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities, access to site, handling and storage of materials, weather data, Applicable Laws and regulations, the general and local conditions associated with implementing the Project and any other matter considered relevant by them. All costs related to the visits to the Project Site shall be borne by the Bidders and, regardless of the Bid and the Competitive Selection Process outcome, the Agency shall not be liable in any manner for any costs incurred as a result of such visit(s).
- 2.2.7 The Bidders will be given the opportunity to discuss their comments and suggested changes to the Request for Proposal, Draft Concession Agreement and Technical Specifications in the Pre-Bid Meeting.
- 2.2.8 While the information set out, or referred to, or included by reference in this RFP, the Authority gives no representation whatsoever that this RFP (or any instrument/document issued hereunder) is comprehensive or that it has been independently verified.

## 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*
Issuance of Request for Proposals document	26 <sup>th</sup> November 2025
Pre-Bid Conference/ Bidders Meeting	2 <sup>nd</sup> December 2025
Bids Submission Deadline	12 <sup>th</sup> December 2025
Technical Bids Opening	12 <sup>th</sup> December 2025
Financial Bids Opening	2 <sup>nd</sup> January 2026
Publication of the Evaluation Report	8 <sup>th</sup> January 2026
Notification of Award	16 <sup>th</sup> January 2026
Execution of the Concession Agreement with the Successful Bidder	30 <sup>th</sup> January 2026

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

### 3. PROSPECTIVE BIDDERS

This Request for Proposals is addressed or issued to all prospective Bidders having requested it in accordance with this Request for Proposals published in the newspapers and on the websites specified above 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 two (02) 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 Proposals 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 Proposals 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 Proposals 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 Proposals document or any bids submitted in response to it.

## 4. ELIGIBILITY CRITERIA

---

### 4.1 LANGUAGE

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

### 4.2 DOCUMENTS COMPRISING THE ELIGIBILITY CRITERIA

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

- (a) Part I – the information required by Section 4.3 (*PART I – ELIGIBILITY CRITERIA*).
- (b) Part II – the documents or information required by Section 4.4 (*PART II – APPLICATION AND OTHER MANDATORY 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 Proposals.

### 4.3 PART I – ELIGIBILITY CRITERIA

In Part I of the Request for Proposals, 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></p> <p>(a) The Bidder (in the case of a Consortium, the Lead Member alone) shall have experience in the management and operation of at least three (03), three hundred (200) bedded hospitals for a period of at least five (5) years in the last fifteen (15) years.</p> <p>(b) The Bidder (in the case of a Consortium, the Lead Member alone) shall have experience in the management and operation of at least one (02) blood Centres of minimum capacity of 20,000 blood bags for a period of at least five (5) years in the last ten (10) years.</p> <p>(c) The Bidder (in the case of a Consortium, the Lead Member alone) shall have experience in the management and operation of at least one (01), public</p>	<p><b>DEC1: Experience</b></p> <p>The Bidder 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>sector secondary/tertiary care health facility for a period of at least five (5) years in the last fifteen (15) years.</p>	
<p><b>EC2: Financial Criterion</b>  (a) The Bidder (in the case of a Consortium, all Members collectively) shall have a Total Assets of at least Pak Rupees Ten Billion (10) Billion as reflected in the latest annual financial statement.</p>	<p><b>DEC2: Audited Financial Statements</b>  The Bidder shall provide the following:  (i) the required financial data in the forms presented in <b>ANNEX 12 (FINANCIAL DATA FORM)</b>; and  (ii) audited financial statements, duly certified by a certified chartered accountant, for the most recent three (03) financial years for which such statements are available, including the consolidated balance sheet, income statement, statement of cash flows, and the accompanying notes.</p>
<p><b>EC3: Registration</b>  1. Bidder (in the case of a Consortium, all Consortium Members) must possess valid registration from relevant Federal and/or Provincial Government bodies, as applicable.  2. Bidder (in the case of a Consortium, all Consortium Members) must possess valid registration from the income tax authority (i.e., the NTN certificate) and relevant sales tax authority, if applicable.  3. Bidder (in the case of a Consortium, any Members) must possess a valid registration from Pakistan Centre of Philanthropy</p>	<p><b>DEC3: Registration with Authorities</b>  The Bidder shall provide valid registration documents, NTN certificate, updated filing status (showing Active Taxpayer Status at the time of Bid Submission) and/or other related supporting documents validating its registration with relevant authorities.  In case an entity is exempt from registration with any tax authority, it should provide a valid justification/exemption certificate issued by the relevant tax authority.</p>
<p><b>EC4: Key Staff</b>  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 <b>ANNEX 5 (TECHNICAL EVALUATION CRITERIA)</b>.</p>	<p><b>DEC4: Curriculum Vitae of the Proposed Key Staff</b>  The Bidder 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</p>

---

(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: 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 Proposals.

---

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

---

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

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

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

In case the prospective Bidder, or if the prospective Bidder is a Consortium, the Consortium Lead Member, includes evidence of projects undertaken by one or several Affiliate Companies, it shall submit, in addition to all other documentation required by this Request for Proposals 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 Proposals 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 MANDATORY 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 Proposals may send a request for clarification to the Authority in writing with a copy to the Head Projects, PPP Authority at the email addresses indicated in **ANNEX 1 (BID DATA SHEET)**. Any such request for clarification shall be received no later than 2<sup>nd</sup> December 2025, 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 Proposals document directly from the Authority or intimated to the Authority for expression to submit Bid via email after downloading the Request for Proposals from the websites indicated here in this Request for Proposals document. If similar or repeated queries are made by prospective Bidders, those queries may be listed as one query and responded to only once.

## 5. BIDDING DOCUMENTS

### 5.1 CONTENT OF BIDDING DOCUMENTS

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

No.	Description	
<b>Volume I – Bidding Procedure</b>		
1	Letter of Invitation	
2	Instructions to Bidders	
3	Annexes to Request for Proposals:	
	ANNEX 1	Bid Data Sheet
	ANNEX 2	Forms
	Form A	Bid Form
	Form B	Power of Attorney
	Form C	Conflict of Interest Statement
	Form D	Integrity Pact
	Form E	Bid Security
	Form F	Financial Bid
	Form G	Curriculum Vitae for the proposed Key Staff (DEC 4)
	ANNEX 3	Draft Concession Agreement
	ANNEX 4	Content of Technical Bid
	ANNEX 5	Technical Evaluation Criteria
	ANNEX 6	Financial Structure for the HMOs
	ANNEX 7	Key Performance Indicators
	ANNEX 8	Details of Facilities
	ANNEX 9	Application Form
	ANNEX 10	Basic Information Form
	ANNEX 11	Experience form (DEC 1)
	ANNEX 12	Financial Data (DEC 2)
	ANNEX 13	Parent Company Letter of Comfort
	ANNEX 14	Affidavit
	ANNEX 15	Operator's Scope of Work
<b>Volume II – Draft Concession Agreement</b>		
4	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 Proposals. 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 Proposals;

Such action shall be at the Bidder's risk, and the Authority may determine that the Bid is non-responsive to the Request for Proposals 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 Proposals 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 two (2) days prior to the scheduled pre-bid conference date on the Authority's, PPRA's/EPADS, and P3A's websites. 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 at [Sectionofficerhospitaliii@gmail.com](mailto:Sectionofficerhospitaliii@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 PROPOSALS

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

- a) Bidders have the opportunity to propose comments to the Request for Proposals documents; however, the Authority may (at its sole and absolute discretion) accept or reject such proposals 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 Proposals 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 Proposals 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 Proposals 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 Proposals or its addendum, if applicable, have been issued (the '**Final Bidding Document**' or '**Addendum to the Request for Proposals**') 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 Proposals. However, the Authority reserves the right at its level to modify the Request for Proposals 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 or HMO 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 Proposals 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 Proposals or Addendum to the Request for Proposals 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 Proposals will be submitted upon a full understanding and agreement of the terms of this Request for Proposals and, therefore, the submission of Bids in response to this Request for Proposals would be deemed as acceptance to the said terms and conditions.
- e) Data provided by the Authority, particularly in relation to numerical accuracy, is only indicative information based on input received from multiple sources. Authority is not responsible for any reliance on such data made by the prospective Bidder in preparation of the Bids.

## 6. BIDS: PREPARATION

### 6.1 CONTENT OF BID

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

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

PART	DESCRIPTION	RELEVANT ANNEX
Part I	<b>Bid Form</b> as required under Section 6.2.2	<b>ANNEX 2 – FORM A</b>
Part II	<b>Power of Attorney</b> required under Section 6.2.6	<b>ANNEX 2 – FORM B</b>
Part III	<b>Conflict of Interest Statement</b> required under Section 6.2.7	<b>ANNEX 2 – FORM C</b>
Part IV	<b>Equity Structure of the Operator</b> required under Section 6.2.9 (if applicable)	[TO BE PROVIDED BY THE BIDDER]
Part V	<b>Integrity Pact</b> required under Section 6.2.8	<b>ANNEX 2 – FORM D</b>
Part VI	<b>Contents of Technical Bid</b> required under Section 6.3.1	<b>ANNEX 4</b>
Part VII	<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 member</b> required under Section 6.2.10	<b>ANNEX 2 – FORM G</b>
<b>Part IX</b>	<b>Bid Security</b> required under Section 6.2.11	<b>ANNEX 2 – FORM E</b>

#### 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 Proposals), 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 Proposals.

#### 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.

#### 6.2.11 Bid Security

- a) The Technical 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 PKR 50,000,000/- (Pak Rupees Fifty Million) 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 "**Drawing & Disbursing Officer (DDO), Ministry of National Health Services Regulations and Coordination, Islamabad**". The Bidders shall write the name of the Package 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 Secretary 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 Proposals 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:
    - a. execute the Concession Agreement for any reason attributable to it; or
    - b. furnish the Performance Security, as required by the Request for Proposals document; or
    - c. 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.

### 6.3 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 Proposals and must adhere to the format described herein.

### 6.4 FINANCIAL BID

- 6.4.1 Not used
- 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 Proposals).
- 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) Not used.
- e) 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.
- f) The Ministry of National Health Services, Regulations & Coordination, Government of Pakistan and its Evaluation Committee reserves its right, in its full discretion, to void any Bids non-compliant with the terms of this Request for Proposals in accordance with the Applicable Evaluation Documents.
- g) Financial Model/ Bid/ Proposal means the cost of activities and/or items on a yearly basis for a period of ten (10) years and three (03) months 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 Proposals 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.

## 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 an extension shall not be for more than ninety (90) Days.

- 6.6.3 If a Bidder accepts to extend the Bid Validity Period, the Bid Security shall also be extended accordingly.
- 6.6.4 A Bidder may refuse the Authority's request for extension without forfeiting its Bid Security. A Bidder accepting the request to extend its Bid Validity Period shall not be permitted to modify its Bid.

## 7. BIDS: SUBMISSION

---

### 7.1 FORMAT AND SIGNING OF BIDS

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

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

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 per details in **ANNEX 8 (DETAILS OF FACILITIES)** and shall mark the envelopes with the relevant package information “IHITC & RBC” with respect to which Bid is being submitted – the relevant ‘Package’ details have been set out in **ANNEX 8 (DETAILS OF FACILITIES)**.”

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 Bidder shall submit his Bid as under:

- (a) The Bidder shall prepare Technical Bid and Financial Bid. Both Bids shall be scanned and uploaded on EPAD system. Scanned copy of the Bid Security must also be uploaded on EPADs.
- (b) The Bids shall be signed and stamped by a person duly authorized to sign on behalf of the Bidder. All pages of the Bid shall be signed or initialed by the person signing the Bid, with the exception of unmodified printed literature. Digital signature for scanned copy shall be acceptable.

- (c) The original Bid Security along with one (1) original Technical Proposal, 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 Proposals, and at the given address, shall be delivered in person or sent by registered mail at the address to Authority as mentioned in the Invitation for Bids, prepared, sealed and delivered as per provisions of the PPRA Rules, 2004 (Rule 36(b)).
- 7.2.2 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 "**IHITC & RBC**". Any Bidder who submits or participates as a single Bidder or Consortium Member in more than one Bid in respect of the same Package as per **ANNEX 8 (DETAILS OF FACILITIES)** will be disqualified.
- 7.2.3 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*).
- 7.2.4 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.
- 7.2.5 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 and Package details, i.e., **IHITC & RBC**, as given in Section 7.2.1.
- 7.2.6 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).

- 7.2.7 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.
- 7.2.8 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.
- 7.2.9 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 6.2.11.

### **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 6.2.11.

## 8. BIDS: OPENING AND EVALUATION

---

### 8.1 EVALUATION COMMITTEE

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

### 8.2 OPENING AND PRELIMINARY EXAMINATION OF BIDS

- 8.2.1 The Evaluation Committee shall open the Bids of each Bidder in the presence of the Bidders' designated representatives, firstly through EPADS and then physical/hard copies, 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 Proposals 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 Proposals 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 Consecutively, the Evaluation Committee shall first open the Financial Bids on EPADS and thereafter 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 10% 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 6.2.11.

## **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 Islamabad.

## 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 shall be reflected in the **"Bid Evaluation Report"**, which shall be published on the EPADs PPRA's and Authority's official websites and communicated to all the Bidders on the date specified in the Estimated Timetable. .

# 9. AWARD OF CONTRACT

---

## 9.1 CHANGES IN ELIGIBILITY STATUS

- 9.1.1 Prior to proceeding with the award of the Notification of Award, the Authority may verify to its satisfaction that no circumstances, in particular, the Bidder's current contract works, future commitments and current litigation(s), have arisen or intervened during the period between the submission of this Bid and before the Notification of Award; that would change the Authority's opinion as to whether the Bidder still meets all criteria as set out in this Request for Proposals.
- 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 PPRA Rule 38 and (the **'Successful Bidder'**) of this Request for Proposals document, subject to the Applicable Evaluation Documents.

### 9.3 GRIEVANCE REDRESSAL MECHANISM

9.3.1 Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement. Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.

9.3.2 Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven of the announcement of technical evaluation report and five days after issuance of final evaluation report.

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

9.4.1 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 Proposals 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.

### 9.5 NOTIFICATION OF AWARD

9.5.1 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**').

9.5.2 The results of the Bidding process shall be published on the PPRA's EPADs & Authority's official websites prior to the Notification of Award.

### 9.6 INCORPORATION OF A PROJECT COMPANY

9.6.1 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.

## **9.7 SIGNING OF THE CONCESSION AGREEMENT**

- 9.6.1 Upon completion of the Bidding Process under this Request for Proposals, 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.

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

- 9.8.1 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 Proposals process in accordance with the Applicable Evaluation Documents.

## **ANNEXURES**

---

- **ANNEX I – BID DATA SHEET**
- **ANNEX II – FORMS**
- **ANNEX III – DRAFT CONCESSION AGREEMENT**
- **ANNEX IV – CONTENT OF TECHNICAL BID**
- **ANNEX V – TECHNICAL EVALUATION CRITERIA**
- **ANNEX VI – FINANCIAL STRUCTURE FOR THE HMOs**
- **ANNEX VII – KEY PERFORMANCE INDICATORS**
- **ANNEX VIII – DETAILS OF FACILITIES**
- **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 IX – AFFIDAVIT**
- **ANNEX XV – OPERATOR’S SCOPE OF WORK**

## 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 Proposals 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 2<sup>nd</sup> December 2025 at the following mail or email addresses:</p> <p style="text-align: center;">Name: Ahmad Junejo            Designation: Section Officer (H-III)            Address: M/o NHR&amp;C, 3rd Floor, Kohsar Block, Pak Secretariat, Islamabad            Email: <a href="mailto:Sectionofficerhospitaliii@gmail.com">Sectionofficerhospitaliii@gmail.com</a>            Phone: 051-9216289</p> <p>The Subject of the email is to be Att. Operations and Management of Health Facilities Project [(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> 2<sup>nd</sup> December 2025  <b>Time:</b> 11:00 hours  <b>Venue:</b> M/o NHR&amp;C, 3rd Floor, Kohsar Block, Pak Secretariat, Islamabad  <b>Email:</b> <a href="mailto:Sectionofficerhospitaliii@gmail.com">Sectionofficerhospitaliii@gmail.com</a>  <b>Contact:</b> Ahmad Junejo  <b>Phone:</b> 051-9216289</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 phone 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 two (2) Days prior to the scheduled pre-bid conference date on the Authority's website, i.e., [add email]</p>
7.1	<p>Bidders shall submit copies of the Bids as under:</p> <ul style="list-style-type: none"> <li>• One scanned copy on the EPADs;</li> <li>• One (1) printed original copy of the Bid;</li> <li>• One (1) printed copy of Bid; and</li> </ul>

	<ul style="list-style-type: none"> <li>• One (1) electronic copy each for Technical Bid and Financial Bid (PDF and editable)</li> </ul>
7.2	Bidders shall submit the Bids to the Authority at the following address apart from
7.3	submitting it on EPADS: <p style="text-align: center;"> Name: Ahmad Junejo  Designation: Section Officer (H-III)  Address: M/o NHR&amp;C, 3rd Floor, Kohsar Block, Pak Secretariat,  Islamabad  Email: <a href="mailto:Sectionofficerhospitaliii@gmail.com">Sectionofficerhospitaliii@gmail.com</a>  Phone: 051-9216289 </p> <p><b>The Bids Submission Deadline is:</b> 12<sup>th</sup> December 2025 at 14:00 hours (PST)</p> <p><b>Note:</b> Bidders shall be responsible for submitting Bids at EPADs, the address and schedule specified above. Bids received elsewhere or late hours due to any reason whatsoever shall not be entertained by the Evaluation Committee and returned unopened to the Bidder.</p>
8.2	Bids (Technical Proposals only) shall be opened at the following address: <p> <b>Date:</b> 12<sup>th</sup> December 2025  <b>Time:</b> 14:30 hours (PST)  <b>Address:</b> M/o NHR&amp;C, 3rd Floor, Kohsar Block, Pak Secretariat,  Islamabad </p>
8.3	Bids (Financial Proposals only) shall be opened at the following address: <p> <b>Date:</b> Bidders whose Technical Bids found qualified will be notified accordingly  <b>Time:</b> in accordance with the Applicable Evaluation Documents.  <b>Address:</b> M/o NHR&amp;C, 3rd Floor, Kohsar Block, Pak Secretariat,  Islamabad </p>

## ANNEXURE 2 - FORMS

### FORM A - BID FORM

[ON THE LETTERHEAD OF THE BIDDER]

Date: [Insert date]

To:

[add address]

Re: **MANAGEMENT & OPERATION OF IHITC & RBC IN ISLAMABAD UNDER PUBLIC-PRIVATE PARTNERSHIP MODE**

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 Proposals' dated [●] (as amended and/or supplemented from time to time) (the '**Request for Proposals**').

#### **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 Proposals, 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 Proposals 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 Proposals.

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 Proposals), for a period of ninety (90) Days effective from the Bids Submission Deadline as set forth in the Request for Proposals 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 Proposals 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 Proposals.

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

## **8. CONFIDENTIALITY**

In connection with the transaction contemplated by the Request for Proposals, 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 Proposals, 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 Proposals), 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 Proposals) 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 Proposals, 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 Proposals.*
- *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 IHITC & RBC**

[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:
  
- 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 Proposals.*
- *Please find below the form and substance of the Power of Attorney.*

**Whereas**, the The Ministry of National Health Services, Regulations & Coordination, Government of Pakistan (the '**Authority**') has invited Bids for the '**Management & Operation of Health Facilities in Islamabad Under Public-Private Partnership Mode**' (the '**Project**') pursuant to the Request for Proposals 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 GoP)], 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 favour of the Lead Member)

# **FORM C - CONFLICT OF INTEREST STATEMENT**

## **RELATING TO THE IHITC & RBC, ISLAMABAD**

Date: *[Insert date]*

To:

[insert details]

**Re: MANAGEMENT & OPERATION OF IHITC & RBC IN ISLAMABAD UNDER PUBLIC-PRIVATE PARTNERSHIP MODE**

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 Proposals 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: MANAGEMENT & OPERATION OF IHITC & RBC IN ISLAMABAD  
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 Pakistan (the GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (i.e. the GoP) 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 GoP, 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 GoP 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 GoP under any law, contract or other instruments, be voidable at the option of the GoP.

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

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

**g) THE MINISTRY OF  
NATIONAL HEALTH SERVICES,  
REGULATIONS & COORDINATION,  
GOVERNMENT OF PAKISTAN  
through its duly authorized signatory**

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

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

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

\_\_\_\_\_  
(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).*

### RELATING TO MANAGEMENT & OPERATION OF IHITC & RBC IN ISLAMABAD UNDER PUBLIC-PRIVATE PARTNERSHIP MODE

Date: *[Insert date]*

To:

The Ministry of National Health Services, Regulations & Coordination, Government of Pakistan  
[insert address]  
Islamabad, Pakistan (the '**Beneficiary**').

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

We, *[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 Proposals issued by the Ministry of National Health Services, Regulations & Coordination, Government of Pakistan, dated [●] in relation to the '**Management & Operation of Isolation Hospital and Infection Treatment Centre and Regional Blood Centre in Islamabad Under Public-Private Partnership Mode**)' (as amended and/or supplemented or as clarified from time to time) (the '**Request for Proposals**'), by submitting their respective formal proposals/ 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 **Project** (the Bidder, which expression includes its successors, assignees and transferees).

Further, We, the Issuing Bank, understand that pursuant to the Request for Proposals, the Bidder is required to provide the Government of Pakistan (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 JCR VIS or an equivalent rating by PACRA).

The above premised, we (the Issuing Bank) hereby undertake irrevocably and unconditionally on demand to pay to the Beneficiary, without any notice, reference, recourse, evidence, document in support of the demand, the validity, proprietary or legality of the said demand to the Bidder or any other entity or without any recourse or reference to the Request for Proposals or any other document, agreement, instrument or deed, any sum or sums (or any part thereof) equivalent in aggregate up to but not exceeding a maximum amount of:

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

\_\_\_\_\_

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

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

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

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 IHITC & RBC**

Date: *[Insert date]*

To:

*[insert details]*

**Re: MANAGEMENT & OPERATION OF IHITC & RBC IN ISLAMABAD UNDER PUBLIC-PRIVATE PARTNERSHIP MODE**

Ladies and/or Gentlemen,

Having carefully examined the Request for Proposals 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 Proposals is provided in Attachment 1 to this Financial Bid Form for **Management & Operation of Isolation Hospital and Infection Treatment Centre and Regional Blood Centre in Islamabad Under Public-Private Partnership Mode**). 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 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]*

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

---

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

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

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

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

Attachment 1 to Form F (*FINANCIAL BID FORM*) comprises a Financial Model in Microsoft Excel spreadsheet form, **available for the prospective Bidders to download via Authority's website**, 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 Proposals document.

To standardize the calculation of the Bid Price, the Bidder is required to fill and submit (only the editable cells in white colour) 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. The total budget as per financial model should include budget for both the facilities.

Financial Model comprises the following:

- (A) Form F – 1: Budget Summary
- (B) Form F – 2: Budget Guidelines
- (C) Form F – 3: Working Sheet

# FORM F – 1: SUMMARY OF BUDGET

## Bidder (Insert name of Bidder) IHITC & RBC

### Form F-1(a): Summary Budget

#### FINANCIAL BUDGET SUMMARY

NAME OF BIDDER:  
FACILITIES: IHITC & RBC

Input to be provided by the Bidder \_\_\_\_\_  
Input provided by the Authority \_\_\_\_\_  
Output \_\_\_\_\_  
Blank \_\_\_\_\_

\* Prospective Bidders shall prepare and submit the Financial Bid for all the Facilities set out in ANNEX 8 (LIST OF FACILITIES) of the Request for Proposals document.  
\*\* All Amounts in Pak Rupees

CATEGORY	DESCRIPTION	YEAR-0	YEAR-1	YEAR-2	YEAR-3	YEAR-4	YEAR-5	YEAR-6	YEAR-7	YEAR-8	YEAR-9	YEAR-10	TOTAL	%*
A	Budget for CAPEX & Installation Works	-											-	0%
B	Budget for Operational (recurring) Expenditure												-	0%
C	Budget for Hiring of Hospital Staff (recurring)												-	0%
D	Unforeseen Costs (Contingencies)												-	0%
E	Independent Expert Fees	2,000,000	10,000,000	11,000,000	12,100,000	13,310,000	14,641,000	16,105,100	17,715,610	19,487,171	21,435,888	23,579,477	*****	**
F	Management Fee	-	-	-	-	-	-	-	-	-	-	-	-	0%
G	Taxes and P3A fees	-	-	-	-	-	-	-	-	-	-	-	-	0%
TPB	Total Project Budget	*****	10,000,000	11,000,000	12,100,000	*****	14,641,000	16,105,100	17,715,610	19,487,171	21,435,888	*****	*****	
OC	Operators' contribution from Own Sources	-	-	-	-	-	-	-	-	-	-	-	-	-
TBG	Total Budget to be funded by Government	2,000,000	10,000,000	11,000,000	12,100,000	13,310,000	14,641,000	16,105,100	17,715,610	19,487,171	21,435,888	23,579,477	*****	
DF	Discount Factor	1	0.909	0.826	0.751	0.683	0.621	0.564	0.513	0.467	0.424	0.386		
BP	Bid Price	*****	9,090,909	9,090,909	9,090,909	*****	9,090,909	9,090,909	9,090,909	9,090,909	9,090,909	9,090,909	*****	

BID PRICE

### Form F-1(b): Budget RBC

#### FINANCIAL BUDGET SUMMARY

NAME OF BIDDER:  
FACILITIES: RBC

Input to be provided by the Bidder \_\_\_\_\_  
Input provided by the Authority \_\_\_\_\_  
Output \_\_\_\_\_  
Blank \_\_\_\_\_

\* Prospective Bidders shall prepare and submit the Financial Bid for all the Facilities set out in ANNEX 8 (LIST OF FACILITIES) of the Request for Proposals document.  
\*\* All Amounts in Pak Rupees

CATEGORY	DESCRIPTION	YEAR-0	YEAR-1	YEAR-2	YEAR-3	YEAR-4	YEAR-5	YEAR-6	YEAR-7	YEAR-8	YEAR-9	YEAR-10	TOTAL	%*
A	Budget for CAPEX & Installation Works												-	0%
B	Budget for Operational (recurring) Expenditure												-	0%
C	Budget for Hiring of Hospital Staff (recurring)												-	0%
D	Unforeseen Costs (Contingencies)												-	0%
E	Independent Expert Fees	1,000,000	5,000,000	5,500,000	6,050,000	6,655,000	7,320,500	8,052,550	8,857,805	9,743,586	10,717,944	11,789,738	*****	**
F	Management Fee												-	0%
G	Taxes and P3A fees												-	0%
TPB	Total Project Budget	1,000,000	5,000,000	5,500,000	6,050,000	*****	7,320,500	8,052,550	8,857,805	9,743,586	10,717,944	11,789,738	*****	
OC	Operators' contribution from Own Sources												-	-
TBG	Total Budget to be funded by Government	1,000,000	5,000,000	5,500,000	6,050,000	*****	7,320,500	8,052,550	8,857,805	9,743,586	10,717,944	11,789,738	*****	

BID PRICE

# Form F-1(c): Budget IHITC

## FINANCIAL BUDGET SUMMARY

NAME OF BIDDER:  
FACILITIES: IHITC

Input to be provided by the Bidder  
Input provided by the Authority  
Output  
Blank

\* Prospective Bidders shall prepare and submit the Financial Bid for all the Facilities set out in ANNEX 8 (LIST OF FACILITIES) of the Request for Proposals document.  
\*\* All Amounts in Pak Rupees

CATEGORY	DESCRIPTION	YEAR-0	YEAR-1	YEAR-2	YEAR-3	YEAR-4	YEAR-5	YEAR-6	YEAR-7	YEAR-8	YEAR-9	YEAR-10	TOTAL	%*
A	Budget for CAPEX & Installation Works													0%
B	Budget for Operational (recurring) Expenditure													0%
C	Budget for Hiring of Hospital Staff (recurring)													0%
D	Unforeseen Costs (Contingencies)													0%
E	Independent Expert Fees	1,000,000	5,000,000	5,500,000	6,050,000	6,655,000	7,320,500	8,052,550	8,857,805	9,743,586	10,717,944	11,789,738	80,687,123	###
F	Management Fee													0%
G	Taxes and P3A fees													0%
TPB	Total Project Budget	1,000,000	5,000,000	5,500,000	6,050,000	6,655,000	7,320,500	8,052,550	8,857,805	9,743,586	10,717,944	11,789,738	80,687,123	
OC	Operators' contribution from Own Sources													
TBG	Total Budget to be funded by Government	1,000,000	5,000,000	5,500,000	6,050,000	6,655,000	7,320,500	8,052,550	8,857,805	9,743,586	10,717,944	11,789,738	80,687,123	

BID PRICE

# Form F-1(d): Budget Guidelines

BUDGET GUIDELINES		
<p><b>Budget Guidance Notes:</b> This is the required budget format. All budget categories need to be aligned with the Project work plan and directly linked with the timelines and outcomes of activities and the Project's scope. <b>Bidders shall thoroughly review the RFP Documents and the Project's scope of work in conjunction with the Budget Guidelines.</b></p> <p>The following points in this Budget Guidelines must be considered as an integral part of the Project's scope while preparing Bid Price; failure to comply with Budget Guidelines and the RFP material terms &amp; conditions by a Bidder may cause sufficient ground for the Evaluation Committee to disqualify or reject entire Bid on account of non-responsive Bid following the Applicable Evaluation Documents.</p>		
Category	Description	Budget Guidelines
A	Budget for CAPEX & Installation Works – One time cost	<p>This line item refers to and, inter alia, includes the capital cost, if any, relating to the procurement of fixed assets (furniture &amp; fixture, hospital equipment, computers, HMIS, initial repairs &amp; refurbishment works, and/or other material necessary to make the facilities functional) for all the Facilities listed in ANNEX 8 (DETAILS OF FACILITIES). The Budget shall be utilized for the procurement, repair and/or replacement of current/fixed assets in accordance with the requirement set out in the RFP document.</p> <p>The Budget shall be utilized after need assessment and in consultation with the Authority on the basis of reasonable ground and valid justification for all the Facilities to make all the Facilities fully functional and operational at the Operator's level during the Concession Period.</p> <p>The Operator shall maintain the fixed assets register properly filled and updated to record all the non-current (fixed) assets purchased or handed over by the Authority, for all the Facilities listed in ANNEX 8 (DETAILS OF FACILITIES) at all times during the Concession Period. The Authority or IE may check or call such information with a complete or partial record for verification or cross-check report at any time during Concession Period.</p> <p><b>Note:</b> The amount shall be reimbursed on actual basis upon submission of valid supporting evidence. Further, the budget under this category is <u>non-lapsable</u>. Any savings or unutilized amount shall be carried forward to the next year without any inflationary adjustment</p>
B	Budget for Operational (recurring) Expenditure	<p>This line item refers to and, inter alia, includes cost of operations and management of all the Facilities listed in ANNEX 8 (DETAILS OF FACILITIES) as per best industry practice, to be specific, in accordance with the KPIs, scope of work set forth in the RFP document and technical proposal of the successful bidder.</p> <p>The cost under this category shall include all the medical &amp; office supplies, consumables, provision for utilities expense, routine repair &amp; maintenance, general expenditures and other expenditures necessary to keep the Facilities fully functional during the concession period.</p>

		<b>Note:</b> This cost head is an Adjustable Head shall be utilized for any deductions based on evaluating the Key Performance Indicators.
C	<b>Budget for Hiring of Hospital Staff - Recurring</b>	<p>This line item refers to and, inter alia, includes the salary of contractual staff hired by the Operator including doctors, nursing, office &amp; other support staff (except Key Staff) for each Facility.</p> <p>The amount under this category has been calculated by taking into account the required staff in each Facility. The Operator shall hire such staff in consultation with the Independent Expert and/or Authority following an open, transparent, and merit-based recruitment process.</p> <p>The Operator may terminate its hired Staff at any time by offering one (1) month notice during the contract, subject to the reasonable grounds and justifications communicated in writing to the Authority and Independent Expert.</p> <p><b>Note:</b> The inputs amount under this line item is fixed by the Authority and shall be reimbursed on actual basis. The actual fees may be negotiated with the IE, if required, within the annual budget</p>
D	<b>Unforeseen Costs (Contingencies)</b>	<p>This line item refers to and, inter alia, includes the estimated cost for unforeseen expenditure, which Operator can utilize to meet emerging needs that may otherwise cause challenges to meeting KPIs or in case of rise in inflation beyond 10% in a year or any additional service demanded by the Authority, not covered in the scope of work or any other factor that is beyond the control of the bidder.</p> <p>The contingency reserves has been fixed at 5% of the total of Budget for Operational Expenditure (Category B) and Budget for Hiring of Hospital Staff (Category C) of the proposed budget in the Financial Bid to cover unforeseen expenditures, subject to the prior consultation and approval of the Independent Expert and/or the Authority as further specified in the Concession Agreement.</p>
E	<b>Independent Expert Fees – Recurring</b>	<p>This line item refers to the cost to be paid to the Independent Expert (third-party organization to perform technical and financial assessment and issuance of payment certificate/report).</p> <p><b>Note:</b> The inputs amount under this line item is fixed by the Authority and shall be reimbursed on actual basis. The actual fees may be negotiated with the IE, if required, within the annual budget</p>
F	<b>Management Fee - Recurring</b>	<p>Management Fee, is the cost charged by the Bidder for providing its services to the Authority for managing the Project and its Facilities in accordance with the scope of services and KPIs. This line item refers to and, inter alia, includes the estimated cost for the following:</p> <ul style="list-style-type: none"> <li>• Salary of Key Staff as specified in the Annexure _____ of the RFP document</li> <li>• Undertake the field monitoring of the Facilities and/or any other visits in relation to the Project by the project's staff;</li> <li>• Stamp Duty</li> <li>• Any other costs for the organization's time, intellect, and expertise that it would bring to the Project.</li> <li>• Hiring of additional Key Staff</li> <li>• Cost of any other activity as specified in the Concession Agreement and Technical Proposal but not covered elsewhere in the Bid Price, to ensure achieving the Project's Key Performance Indicators throughout the Concession Period.</li> </ul> <p><b>Note:</b> This cost head is an adjustable head shall be utilized for any deductions based on evaluating the Key Performance Indicators.</p>
G	<b>Taxes and P3A fees</b>	It refers to the applicable Federal Sales Tax on Services payable by the Bidder throughout the Concession Period. It also include one time payment of P3A fees equivalent to 0.075% of the total project cost
<b>GENERAL GUIDELINES</b>		
1	The Bidder must essentially build the cost and show detailed working where necessary for all interventions proposed in its Bid. All workings are required by the Authority as per Request for Proposals.	
2	The budget quoted by Bidders for Category A (Budget for CAPEX & Installation Works) is non-lapsable in nature during the Concession Period. In case of non-utilization of the budget under any line item during a given Year of the Concession Period, then the unutilized budget portion shall be carried forward to the next Year for the same Facility without any inflationary adjustment during the Concession Period.	
3	The Bidder to assume estimated inflation rate on an annual basis at 10%.	

4	While budgeting for the Project, the Bidder shall consider contribution from own sources and the same shall be reflected in the Summary sheet of the given format. The budget shall be utilized as per the details specified in the bidding documents
5	The Operator shall not be entitled to fees/charges collected as per Authority's notified rates, charges for the services. However, the Operator shall collect or facilitate the collection of such charges and deposit to the Authority's Account
6	The Operator shall maintain the payroll for Facility Staff & Key Staff properly, correctly, and accurately during the Concession Period, besides, the Operator shall release all payments through its designated credible banking channel.
7	If the Operator incurs any expenses in any exceptional case after handing over of Facilities and before the effective date, then the Operator, in such a case, can claim the same for reimbursement in Year 0, subject to the Authority's prior written approval accorded to the Operator for incurring such expenditure.
8	In case of any unforeseen situation, the Operator may request, or the Authority at its own may permit, for utilization and/ or re-appropriation of the Contingencies in accordance with the terms & conditions set out in the Request for Proposals document.
9	The Bidder must consider the cost of uninterrupted operations & reasonable security on a 24/7-365 Days basis at each Facility, from handing over of Facilities till the expiry of the Concession Period.
10	The Bidder must provide realistic budgets aligned with all staffing, facilities, programming, and other plans in its Financial Bid. A budget narrative with clear assumptions about expenditures must be provided as well with the Financial Bid in accordance with the Budget Guidelines and other terms and conditions set out in the Request for Proposals document.
11	The Bidder must share the workings for arriving at the final figures of Budget for Operational Expenditure and Key Staff Salary along with the Financial Bid. The working must be done in a separate sheet (as provided).
12	The following costs may not be funded/reimbursed: a. Costs that can be financed by other funding sources of the Government; b. Grants for filling a 'funding gap' for ongoing initiatives/projects; c. Debts and provisions for losses or debts; d. Any goods or services financed by any other program, project, or contract framework; e. Costs not covered under the Financial Bid and the assumptions made not permitted under the Request for Proposals document, including the draft Concession Agreement. f. The Costs that the Bidder has committed to fund through its own sources in the Financial Model or Technical Proposal.

**FORM G – CURRICULUM VITAE FOR THE PROPOSED KEY STAFF**

**RELATING TO MANAGEMENT & OPERATION OF HEALTH FACILITIES IN ISLAMABAD  
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 wilful misstatement described herein shall lead to disqualification or dismissal, of the Bidder or Consortium Member or Key Staff** in accordance with Applicable Evaluation Documents.

\_\_\_\_\_  
*[Signature of staff member or authorized representative of the staff]* Date: \_\_\_\_\_  
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 PROPOSALS]**

## ANNEXURE 4 - CONTENT OF TECHNICAL BID

No	Sections to be submitted
(i)	<p><b>Health Facilities' 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 start, manage, and grow health facilities.</li> </ul>
(ii)	<p><b>Proposed Methodology &amp; Work Plan</b></p>
(iii)	<p><b>Key Staff qualifications and competence for the assignment:</b></p> <ul style="list-style-type: none"> <li>Comprehensive job descriptions for Key Staff and plan for successfully recruiting qualified individuals against the Key Staff positions or sanctioned strength in alignment with the Budget Guidelines.</li> </ul>
(iv)	<p><b>Description of the strategy to achieve the Key Performance Indicators (KPIs)</b></p>
(v)	<p><b>Description of Exit Strategy to hand over the Facility back to the Authority</b></p> <ul style="list-style-type: none"> <li>It is expected that HMO 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 75% (seventy five 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:

**1(a). Experience for Hospital**– The Bidder (in the case of a Consortium, any Member) relevant experience of management and operation of hospitals for a period of at least three (03) years during the last twenty (20) years.

a)	300 or above bedded hospital	[5 points for each project]
b)	250 to 299 bedded hospital	[2.5 points for each project]
c)	200 to 249 bedded hospital	[1 point for each project]
<b>Total points</b>		<b>20 points</b>

**1(b). Experience for Blood Centre**– The Bidder (in the case of a Consortium, any Member) relevant experience of management and operation of blood Centres for a period of at least three (03) years during the last twenty (20) years.

a)	30,000 or more blood bags capacity	[4 points for each project]
b)	25,000 to 29,999 blood bags capacity	[2 points for each project]
c)	20,000 to 24,999 blood bags capacity	[1 point for each project]
<b>Total points</b>		<b>12 points</b>

**1(c). Experience of Public Sector Secondary/Tertiary Care Facility** – The Bidder (in the case of a Consortium, any Member) relevant experience of management and operation of public sector secondary/tertiary care health facility during the last twenty (20) years.

a)	4 or more facilities for 5 or more years	12 points
b)	4 or more facilities for 3 or more years	10 points
c)	2 or more facilities for 5 or more years	08 points
d)	2 or more facilities for 3 or more years	06 points
<b>Total points</b>		<b>12 points</b>
<b>Total points for sub-criteria 1</b>		<b>44 points</b>

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

a)	≥ PKR 50 billion	25 points
b)	≥ PKR 30 billion and < PKR 50 billion	15 points
c)	≥ PKR 10 billion and < PKR 30 billion	10 points
<b>Total points</b>		<b>25 points</b>

<b>Total points for sub-criteria 2</b>		<b>25 points</b>
--	--	------------------

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

	Proposed Key Staff	Qualification	Weightage	Experience	Weightage	Points	
a)	Project Director	MBBS with specialization in at least one discipline	25%	≥ 15 years' experience medical practice or management of health facilities	70%	10	
				MBBS or above	≥ 12 years and < 15 years		60%
					≥ 09 years and < 12 years		40%
					≥ 06 years and < 09 years		20%
b)	Finance & Contract/Compliance Manager	Professional Accountancy certification (ACCA/CA,ICMA or equivalent) or Master's degree in Accounts & Finance	25%	≥ 08 years' experience in managing health sector accounting & financial functions	70%	05	
				Part qualified Professional Accountancy certification (ACCA/CA,ICMA or equivalent) or Bachelor's degree in Accounts & Finance	≥ 07 years and < 08 years		60%
					≥ 06 years and < 07 years		40%
					≥ 05 years and < 06 years		20%
<b>Total Points for sub-criteria 3</b>				<b>15 points</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 Facilities' 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 Proposals document or proposed by the Bidder in its Technical Bid to achieve Key Performance Indicators during the Concession Period. 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 Proposals.

**4. Proposed Methodology and Work Plan–** Bidder, in case of a Consortium all Members combined, proposed methodology and work plan:

a)	Understanding of assignment	[01]
b)	Overall approach to operating and managing the hospital including staffing	[04]
c)	Governance framework and coordination among consortium members	[01]
d)	Detailed administrative and coordinating mechanism	[01]
e)	Work plan, timelines, and milestones (with Gantt chart)	[02]
f)	Strategy to achieve Key performance indicators (KPIs)	[02]

g)	Risk management plan and mitigation strategies	[01]
h)	Innovation, sustainability, and technology integration (e.g., HIMS, telemedicine, digital dashboards)	[02]
i)	Sustainability & Exit strategy	[01]
j)	Plan for community engagement & awareness campaigns	[01]
<b>Total points for sub-criteria 4:</b>		<b>(16)</b>

- The Committee may invite bidders for presentation on proposed methodology & Work Plan, if required. The score on sub-criteria 4 will be given on the basis of technical proposal and presentation given by the bidder.

**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 **75 Points** overall and a minimum of **50% Points** in each sub-section from I to VI listed above.

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

The HMO/Operator shall be solely responsible to manage, operate and maintain the Facilities as per industry best practice to improve overall service and quality. Specifically, the Operator shall be responsible for performing its duties in accordance with the terms and conditions specified in the Request for Proposal, draft Concession Agreement and its Technical Proposal. The Government is responsible for processing contractual payments, certified by the IE strictly within the budgetary limits of the financial proposal and guidelines specified in the bidding documents. The Operator would bear the risk of cost overruns, or any additional expenditure required to perform its duties in accordance with the KPIs, scope of work and technical proposal, which is not covered in its financial bid without compromising the quality of treatment.

The Agreement establishes a structured, KPI-linked performance-based annuity model. Funding is routed through a dedicated Authority Annuity Payment Account (Escrow) to Operator Annuity Payment Account.

### **PROPOSED ANNUITY AMOUNT PAYMENT AND FUNDING**

The Authority shall be responsible for Annuity Amount Payment at each Annuity Amount Payment Date subject to Annuity Amount Adjustment, as more detailed in the Concession Agreement.

The Authority shall issue payments in advance which will be subject to adjustments, if any, of the previous quarter, as determined by the IE.

In respect of each Quarter, within five (05) Days of the end of each quarter relating to an Annuity Amount Period, the Operator shall submit the Quarterly Progress Report (QPR) including Quarterly Expense Summary (QES) along with supporting evidence of the Reimbursable Budget Heads to the IE. Independent Expert (IE) shall issue a verified evaluation report along with Annuity Amount Payment certificate to the escrow bank after adjusting any performance-based deductions based on the KPIs score obtained.

The Authority Annuity Amount Payment Account shall be operated through irrevocable standing instructions given to the Account Bank (Escrow Bank) in the form and manner specified in the Concession Agreement.

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

- a) the Facility has remained out of operation at any time during a financial year; or
- b) the Independent Expert determines that:
  - i. the Operator has not met any one or more of the KPIs or has failed to attain the requisite percentage of any particular KPI;
  - ii. the Operator has failed to maintain the Facility in accordance with the provisions of this Agreement (as permitted in the Reporting Forms, if applicable) and Budget Guidelines, irrespective of whether the Facility has been functioning properly or not; and

### **ESCROW MECHANISM**

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.

**CALCULATION OF PAYABLE ANNUITY AMOUNT PAYMENT**

The Payable Annuity Amount Payment for a particular period shall be calculated based on annuity amount for the particular quarter, as specified in the annuity schedule, subject to Annuity Amount Payment Adjustments, as determined by the IE. The Reimbursable Budget Heads shall be adjusted on the basis of actual expense incurred on the basis of sufficient and satisfactory supporting documents and in accordance with the terms and conditions specified in the Concession Agreement including Financial Model whereas Adjustable Budget Heads amount shall be adjusted for performance based deduction, if any, for the previous period.

The KPI score (%) shall be applied to the Adjustment Heads of the relevant quarter for calculating Annuity Amount Adjustment Amount.

The total Annuity Amount Payment Adjustment Amount, if any, shall be deducted in the following manner:

Performance Score	Determination of Deduction Amount
95%	No deduction
90%-95%	Deduction from management fees (*Cat F) only
Less than 90%	Deduction from management fees (*Cat F) and Budget for Operating Expenditure (*Cat B)
Less than 75% for 3 quarters	Event of Default
Less than 60%	Immediate event of default

*\*Category mentioned in the Budget Guideline*

The deduction amount will be adjusted from the Management Fee only. In case of total depletion of Management Fee due to KPI based deduction, the remaining amount shall be deducted from the Management Fee of the subsequent quarter. This rule applies except for the last quarter, in which the Annuity Amount Payment Adjustment Amount shall be deducted from the total Annuity Amount Payment Amount.

**ADVANCE PAYMENTS AND FUNDING OF ANNUITY AMOUNT PAYMENTS**

The Authority shall pre-fund the Authority Annuity Amount Account with at least two (02) Annuity Amount Payments required in the subsequent quarters in accordance with the Annuity Schedule prior to the issuance of Effective Date Notification.

Subsequently, within five (5) Days of each Annuity Amount Payment Date, the Authority shall fund the Authority Annuity Amount Payment Account in such manner that the Annuity Amount Payment for the subsequent two quarters as per Annuity Amount Payment Schedule remain available throughout the Concession period.

The first annuity payment for installation period will be given in advance. Therefore after, each payment will be released after IE’s review of the previous quarter’s performance on the basis of quarterly reports submitted by the Operator and IE’s assessment. Any adjustments to Reimbursable Heads or Adjustment Heads, if required, will be done from next period’s annuity payment.

**ANNUITY AMOUNT PAYMENT ADJUSTMENT FORMULA**

***NOTE:*** *The Authority shall release Annuity Amount Payments to the Operator based on the recommendations by the Independent Expert following the other terms and conditions outlined in the Concession Agreement.*

## ANNEXURE 7 – KEY PERFORMANCE INDICATORS

### 1.1 Summary of key performance indicators (KPIs)

#### ▪ Key Performance Indicators for IHITC

<b>KPI 1. Service Delivery and Infection Control (60%)</b>		
<b>Sub KPI</b>	<b>Target and Indicator</b>	<b>Weight</b>
1.1 ICU and isolation operations	Optimal occupancy 60–85% (flexible based on outbreak/non-outbreak periods)	10%
1.2 Medicine and consumable availability	≥ 90% essential drugs available (WHO essential list)	10%
1.3 OPD coverage	≥ 90% of scheduled OPD sessions held	10%
1.4 Diagnostic & laboratory services	≥ 90% reports delivered within defined TAT	10%
1.5 Emergency readiness	100% adherence and 24/7 coverage	10%
1.6 Clinical audits and quality assurance	Biannual audits (completed in 30 days with immediate corrective actions)	10%
1.7 IPC compliance	≥ 90% compliance score	10%
1.8 Nosocomial infection rate	≤ 3-5% of total admissions	10%
1.9 Surveillance and reporting	≥ 90% timeliness and accuracy	10%
1.10 Biosafety and disinfection	100% adherence to disinfection and biosafety standard protocols	10%
<b>KPI 2. Health Information Management System (HIMS) and Data Reporting (10%)</b>		
2.1 Patient Record Management	100% electronic medical record coverage	15%
2.2 Diagnostic data integration	≥ 95% test results linked with the electronic medical record (EMR)	15%
2.3 Disease surveillance and real-time reporting to MoNHSRC	≥ 98% accurate surveillance and reporting	15%
2.4 Data confidentiality and control of access	No breaches and annual audit clearance	15%
2.5 Data audit and submission	≥ 95% clean data (as per audit)	20%
2.6 HR Tracking (attendance, role applications, leave applications, complaints)	≥95% accurate data	10%
2.7 Digitalization of assets	Complete digital record of asset utilization, repair, and upgrades (≥95% accurate data)	10%
<b>KPI 3. Human Resource (10%)</b>		
3.1 Filled Positions	≥ 90% filled positions	20%
3.2 Attendance and staff presence	≥ 85% attendance rate per cadre	20%
3.3 Valid credentials (PMDC/PNC/Allied)	100% accredited staff	25%
3.4 CME/IPC training	≥ 60% of staff trained annually	15%
3.5 Leave management	≥ 85% adherence to HR leave policy (notified and approved leaves)	10%
3.6 Evaluation of staff performance and retention	≥ 75% of staff rated “satisfactory or above”	10%
<b>KPI 4. Infrastructure and Facilities (10%)</b>		
4.1 Power, water, HVAC, and oxygen	≥ 95% of operational time (confirmed by maintenance records)	25%
4.2 Maintenance of plant, machinery, generators, laundry, and incinerator	≥ 90% adherence to maintenance schedule	25%
4.3 Functionality of biomedical and non-biomedical equipment	≥ 90% operation time (breakdowns should be resolved within 48-72 hours)	25%
4.4 Management of biohazardous material, waste, and hygiene	≥ 95% adherence to WHO and NIH waste guidelines, no incidence of exposure to hazardous material	25%
<b>KPI 5. Patient Safety and Experience (10%)</b>		
5.1 Patient satisfaction	≥ 85% positive feedback	30%
5.2 Complaints management	≥ 80% resolved within a week	20%
5.3 Emergency waiting time	≤ 10 min average wait time	15%
5.4 OPD waiting time	≤ 30 min average wait time	15%
5.5 Patient mishap events	< 2% incidents per 1,000 patient days	20%

▪ **Key Performance Indicators for Regional Blood Centre (RBC), Islamabad**

<b>KPI 1. Collection of Blood and Donor Management (10%)</b>		
<b>Sub KPI</b>	<b>Target and Indicator</b>	<b>Weight</b>
1.1 Voluntary vs directed donors	≥ 85% voluntary donors	20%
1.2 Recruitment and retention of donors	≥ 20% of first-time donors return within 12 months, and ≥ 30% of first-time donors return within 24 months	15%
1.3 Deferral rate	≤ 10% deferrals (reflecting effective pre-donation screening)	15%
1.4 Mobile blood drive	8-10 community drives (per quarter)	15%
1.5 Donor adverse reaction and follow-up	≤ 1% adverse reactions, 100% follow-up with the donors	20%
1.6 Donor satisfaction score	≥ 80% positive	15%
<b>KPI 2. Screening, Testing, and Quality Assurance (25%)</b>		
2.1 Transfusion-Transmissible Infection (TTI) screening	100% of units (HIV, HBV, HCV, Syphilis, Malaria)	20%
2.2 Accuracy of screening	≥ 97% concordance between repeat & control tests	15%
2.3 External Quality Assessment (EQA)	100% participation with ≥ 95% satisfactory results	15%
2.4 Kit and reagent stockouts	Zero	10%
2.5 Calibration and maintenance of equipment	100% compliance with the calibration schedule	15%
2.6 Compliance with laboratory waste disposal	90% or higher adherence to biosafety procedures	10%
2.7 CAP closure and incident reporting	≥80% of remedial measures were completed in less than 30 days	15%
<b>KPI 3. Component Preparation, Storage, and Distribution (15%)</b>		
3.1 Component preparation yield	≥ 90% of collected blood separated into components (RBCs, FFP, Platelets)	20%
3.2 Component wastage rate (expiry/breakage)	≤ 3% total wastage	20%
3.3 Cold chain temperature compliance	100% adherence	20%
3.4 Linked hospital supply fulfillment	≥ 95% of approved requests fulfilled	20%
3.5 Emergency response & disaster readiness	Stock reserve ≥ 5% of average monthly issue	20%
<b>KPI 4. Human Resource (10%)</b>		
4.1 Staff credentials (PMDC/PNC/MLT)	100% accredited	25%
4.2 Staff presence and attendance	≥ 85% attendance	20%
4.3 CME / Refresher training	≥ 70% of staff trained annually in QA & biosafety	25%
4.4 Leave management	≥ 90% policy-compliant leave entries	15%
4.5 Staff retention rate	≥ 80% retention	15%
<b>KPI 5. Regulatory Compliance and Quality Management System (QMS) (10%)</b>		
5.1 SOP availability and implementation	100% of critical functions covered by updated SOPs	20%
5.2 Internal audits	≥ 80% completion of scheduled audits	20%
5.3 Corrective and Preventive Action (CAPA) efficiency	≥ 85% CAPAs closed	20%
5.4 Adherence to SBTP inspections and regulations	No major non-conformities	20%
5.5 ISO / Accreditation readiness	90% readiness (ISO 15189 standards)	20%
<b>KPI 6. Information Systems and Data Reporting (10%)</b>		
6.1 HIMS / LIMS functionality	≥ 95% uptime	20%
6.2 Data entry accuracy	≥ 98% validated entries	20%
6.3 Reporting timeliness	100% monthly submission within the deadline	20%
6.4 Data confidentiality	Zero breaches	20%
6.5 HR Tracking (attendance, role applications, leave applications, complaints)	≥95% accurate data	10%
6.6 Digitalization of assets	Complete digital record of asset utilization, repair, and upgrades (≥95% accurate data)	10%
<b>KPI 7. Hospital Blood Bank Operations (15%)</b>		
7.1 Blood inventory management	≥90% of the availability of requested components by RBC	20%
7.2 Cold chain compliance	≥95% temperature compliance	20%
7.3 Crossmatch-to-transfusion efficiency	≥ 90% crossmatch requests completed within defined TAT (1–2 hours for routine, 30 minutes for emergency)	20%
7.4 Wastage rate	≤ 2–3% wastage (expired, broken, or returned units)	15%
7.5 Traceability and hemovigilance reporting	100% traceability of each unit from RBC → HBB → Patient ≥ 95% adverse transfusion events reported within 24 hours	15%
7.6 Turnaround time for emergency transfusion support	Emergency transfusion support provided within ≤ 15–20 minutes	10%
<b>KPI 8. Outreach and Public Awareness (5%)</b>		
8.1 Awareness campaigns	≥1 major awareness event per quarter	30%
8.2 Collaboration with universities / NGOs	≥2 active partnerships	25%
8.3 Youth engagement drives	≥1 per quarter	25%
8.4 Public feedback response rate	≥ 80% addressed within 7 days	20%

## 2. Scoring System of KPIs

Below table shows the overall KPI score mechanism summary for health facilities

S. No.	Area	Weight (A)	Maximum score	Actual score (B)
<b>IHITC</b>				
1	KPI 1. Service Delivery and Infection Control	60%	60	A * Actual achieved
2	KPI 2. Health Information System (HIMS/LIMS) & Data Reporting	10%	10	A * Actual achieved
3	KPI 3. Human Resource	10%	10	A * Actual achieved
4	KPI 4. Infrastructure & Facilities	10%	10	A * Actual achieved
6	KPI 5. Patient Safety and Experience	10%	10	A * Actual achieved
<b>Total (IHITC)</b>		<b>100%</b>	<b>100</b>	
<b>RBC and Connected HBBs</b>				
1	KPI 1. Collection of Blood and Donor Management	10%	10	A * Actual achieved
2	KPI 2. Screening, Testing, and Quality Assurance	25%	25	A * Actual achieved
3	KPI 3. Component Preparation, Storage, and Distribution	15%	15	A * Actual achieved
4	KPI 4. Human Resource	10%	10	A * Actual achieved
5	KPI 5. Regulatory Compliance and Quality Management System (QMS)	10%	10	A * Actual achieved
6	KPI 6. Information Systems and Data Reporting	10%	10	A * Actual achieved
7	KPI 7. Hospital Blood Bank Operations	15%	15	A * Actual achieved
8	KPI 7. Outreach and Public Awareness	5%	5	A * Actual achieved
<b>Total</b>		<b>100%</b>	<b>100</b>	

### Key Notes:

**Minimum overall passing score criteria = 95% (Annuity Amount)**

For quantitative indicators having scale variables (percentage or absolute number values), the ceiling/floor cut points is used as the baseline or benchmark. Individual performance is measured in terms of variance between the KPI value and the benchmark and scores are assigned based on their relative weightage.

### 3. Penalty Framework

Final KPI Percentage	Action
95%	no deduction
90%-95%	Adjustment from management fees
Less than 90%	Adjustment from management fees first and remaining from OPEX
75% or less for 3 quarters	Event of default
Less than 60%	Immediate event of default

## ANNEXURE 8- DETAILS OF THE FACILITIES

### 1. Situational Analysis of Target Health Facilities

#### 1.1. Situational Analysis of IHITC:

##### a. Structural and Physical Infrastructure

Observational assessment confirmed that IHITC's building is structurally sound, with no visible cracks, leaks, or foundation damage. It comprises five major units, each containing three wards with six beds, alongside two isolation blocks equipped with 11 rooms per unit. The hospital also includes 50 ICU beds, 57 private rooms, and dedicated isolation zones with negative-pressure ventilation systems. The total bed capacity is approximately 227, of which 87 are isolation beds.

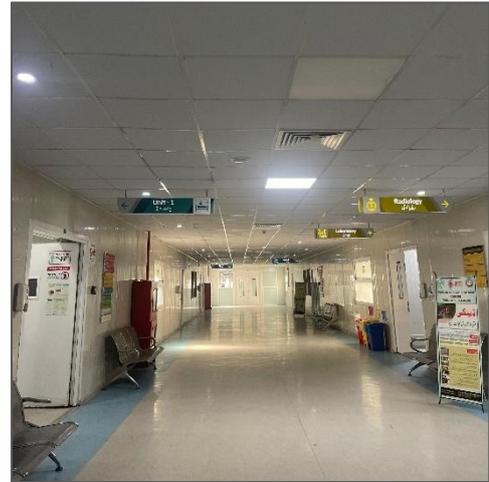


Figure 1 Front Hall - IHITC

Despite its robust design and advanced HVAC system, the facility remains underutilized due to administrative indecision and human resource shortages. The HVAC and negative-pressure systems meet WHO and national infection-control standards but require re-certification before reactivation.

##### i. Functional Equipment and Utilities



IHITC retains an extensive inventory of critical care equipment, including ventilators, monitors, infusion pumps, and biosafety cabinets (BSC-II/III), all of which were functional at the time of last inspection.

Figure 2 Medical Equipment and Supplies at IHITC

However, medical gas pipelines are currently non-functional, and oxygen supply systems require maintenance and revalidation. The hospital has uninterrupted electricity backup via both generators and UPS systems. An on-site incinerator and color-coded waste segregation practices comply with national biomedical waste management standards.

Table: Inventory Summary of IHITC Assets [Source: Field Visit October 2025]

<b>Medical Equipment</b>			
<b>Subtypes</b>	<b>Quantity</b>	<b>Functional (numbers)</b>	<b>Date of Purchase</b>
Oxygen Cylinder	30	30	2021, 2024
Weight Machines	10	10	2020
Suction machines	5	5	2020
Thermometers	16	16	2024
Pulse Oximeter(s)	205	205	2020
Stethoscope(s)	70	70	2020
BP Apparatus(s)	25	25	2020 [Donation from NDMA]
Syringe Pump	248	248	2020 [Donation from NDMA]
Patient Monitors	136	136	2020 [Donation from NDMA]
Auto calve(s)	1	0	2020 [Donation from NDMA]
Defibrillators	12	12	2020 [Donation from NDMA]
Ultrasound	07	02	2020 [Donation from NDMA]
ECG	09	04	2020 [Donation from NDMA]
Nebulizers	28	28	2020 [Donation from NDMA]
Autoclave/sterilizers	1	0	2020 [Donation from NDMA]
PPE stock	287	287	2021 [Donation from NDMA]
Infrared Thermometer	06	06	2023 [Donation from NDMA]
Dialysis	02	02	2020 [Donation from NDMA]
Portable X-ray	08	07	2020 [Donation from NDMA]
Ventilators	65	61	2020 [Donation from NDMA]
Infusion Pumps	53	19	2020 [Donation from NDMA]
Dengue ELISA	01	01	2020 [Donation from NDMA]
PCR	01	01	2020 [Donation from NDMA]
Gene Exp	01	01	2020 [Donation from NDMA]
BiPap	84	84	2020 [Donation from NDMA]
<b>Furniture</b>			
<b>Subtypes</b>	<b>Quantity</b>	<b>Functional (numbers)</b>	<b>Date of Purchase</b>
Beds	257	257	2020-2021
Tables	40	40	2020-2021
Chairs	150	150	2020-2021

Benches	45	40	2020-2021
Cabinets	53	48	2020-2021
Stretchers	06	06	2020-2021
Computer Tables	30	30	2020-2021
<b>IT Assets</b>			
<b>Subtypes</b>	<b>Quantity</b>	<b>Functional (numbers)</b>	<b>Date of Purchase</b>
Laptops	07	07	2020 [Donation from NDMA]
PCs	43	30	2020 [Donation from NDMA]
Printers	20	20	2020 [Donation from NDMA]
<b>Cold Chain</b>			
<b>Subtypes</b>	<b>Quantity</b>	<b>Functional (numbers)</b>	<b>Date of Purchase</b>
1. Refrigerators	02	02	2020 [Donation from NDMA]
2. Cold Boxes	05	05	2020 [Donation from NDMA]
3. Temperature Loggers	01	01	2022 [from PIMS]
<b>Waste Management</b>			
<b>Subtypes</b>	<b>Quantity</b>	<b>Functional (numbers)</b>	<b>Date of Purchase</b>
1. Color Coded Bins	120	80	2020 [Donation from NDMA]
2. Sharps Containers-plastic	700	700	2020 [Donation from NDMA]
3. Incineators	01	0	2020 [Donation from NDMA]
<b>Utility Equipment</b>			
<b>Subtypes</b>	<b>Quantity</b>	<b>Functional (numbers)</b>	<b>Date of Purchase</b>
1. Fans	20 [05 iron, 15 plastics]	20	2020 [Donation from NDMA]
3. Power Backup (UPS)	02	0	2020 [Donation from NDMA]
4. Power Backup (Generators)	03	0	2020 [Donation from NDMA]
Air Conditioners	118	~55	2020 [Donation from NDMA]

The operator shall refurbish and operationalize all key biomedical and facility systems, ensuring validation and calibration before commissioning. Equipment Requirements are given in Figure below:

<b>Laboratory Equipments.</b>		
<b>1. X-Ray Department</b>		
Sr. No.	Description	Qty. Req
1	CT Scan 64 Slice	1
2	Lead Shielding, DR System With Printer	1
3	Others	
<b>2. Microbiology Equipment</b>		
Sr. No.	Description	Qty. Req
1	BIO FIRE	1
2	VITEK-2 Compact	1
3	Back Alert	1
4	CO2 Incubators	1
5	Miseq Gene Sequencer	1
6	Hot Air Oven	3
7	Autoclave	1
8	Incubator	2
9	Refrigerator	1
10	Electronic Analytical Balance	1
11	PH Meter	1
12	Bio Safety Cabinet	2
13	Bunsen Burner	1
14	Centrifuge	1
15	Candle Jar	1
16	Water Bath digital	1
17	Microwave Oven	4
18	Inoculation Loop	1
19	Binocular Microscope	4
20	Deep Freezer	1
21	Other	
<b>3. Pathology Lab</b>		
Sr. No.	Description	Qty. Req
1	Chemistry Analyzer Fully Automated	1
2	Immunoassay Analyzer	1
3	Hematology Analyzer	1
4	Electrolyte Analyzer	1
5	Centrifuge	1
6	Centrifuge 8 tubes	1
7	Water Bath	1
8	Blood Roller Mixer for Hematology	1
9	Blood Bag Mixer/shaker for blood bank	1
10	Refrigerator	1
11	Semi- automated Coagulometer	1
12	Other	
<b>4. OT</b>		
Sr. No.	Description	Qty. Req
1	OT Light	1
2	Anesthesia Work Station with ventilator & Monitor	1
3	Cautery Machine	1
4	Suction Machine	1
5	Autoclave	1
6	OT Table	1
7	Instrument Trolley	1
8	Electric Sterilizer	1
9	Other	
<b>5. CSSD</b>		
Sr. No.	Description	Qty. Req
1	Centrak Sterile Supply Department	1
2	Other	

<b>5. Pediatric Dept</b>		
Sr. No.	Description	Qty. Req
1	Incubator	6
	Resuscitation	
2	Trolley/Warmer	2
3	Ventilator for NICU/PICU	3
	Phototherapy Unit LED	
4	Bistos	2
5	Suction Machine	2
6	Infusion Pump	4
7	Cardiac Monitor	2
8	Transport Incubator	2
	Portable Ultrasound	
9	Machine	1
10	C- PAP Machine	2
11	Pulse Oxymeter	4
12	Refrigerator	2
13	others	

#### 7. Nephrology Department

Sr. No.	Description	Qty. Req
1	Dialysis Machine	12
2	Infusion PUMP	10
3	Weight Machine	2
4	Crash Cart Trolley	2
5	Medication Trolley	2
6	RO Plant	1
7	ECG Machine 12 channel	1
8	Stretcher	2
9	others	

#### 8. Dental

Sr. No.	Description	Qty. Req
1	Digital Full mouth OPG	1
2	Dental Unit	2
3	Light Cure Machine	6
4	Autoclave	4
5	High speed Air Turbine	8
6	Slow Speed air motor	6
	Protaper Rotary	
	Endodontics treatment	
7	machine	4
9	others	

#### 9. ENT Department

Sr. No.	Description	Qty. Req
1	ENT work Station set	1
2	ENT Microscope	1
3	Sterilizer	4
4	Heine Otoscope	4
5	ENT Head Light	4
9	others	

#### 10. Eye Department

Sr. No.	Description	Qty. Req
1	Slit Lamp	1
2	Auto Ref Keratometer	1
3	Trial Lens set with frame	1
9	others	

#### 11. Minor OT

Sr. No.	Description	Qty. Req
1	OT Light	1
2	OT Table Hydraulic	1
3	Suction Machine	1
4	Autoclave	1
5	Electric Sterilizer	1
6	Other	

*b. Human Resource and Staffing Gaps*

Quantitative records reveal a stark human resource deficit. All clinical, nursing, and technical positions remain vacant, except for a small **contingent staff (n=18)** comprising a pharmacist, lab technician, biomedical technician, storekeeper, and administrative support. The absence of sanctioned doctors and nurses has rendered the hospital non-operational for inpatient services.

- Male doctors= 01
- Pharmacists=01
- Guard=03
- Janitors=03
- Lab technician=01
- HR Admin=01
- Storekeeper=01
- LDC=01

Qualitative insights further emphasize this constraint:

*“We only need human resources; we have everything else to run this facility successfully.”* — Participant 2

This shortage has also weakened the hospital’s capacity to maintain infection prevention protocols and quality assurance systems.

*“Some of the specialized staff left, and some of them were relocated and faced issues receiving their salaries, although they have received salaries recently. 4-5 key positions should be filled first if we want to run this facility.”* — Participant 1

**Table 1 IHITC HR Requirements (proposed)**

Direct Staff			
Staff Positions	Total Positions	Available	Staff Required
Medical Superintendent / Project Director	1	0	1
Infectious Disease Specialist	2	0	2
Director Nursing	1	0	1
Internist	6	0	6
Intensivist / Surgical Specialist	2	0	2
Chief Pathologist	1	0	1
Nephrologist	1	0	1
Cardiologist	2	0	2
Ophthalmologist	1	0	1
Pathologist	1	0	1
Microbiologist	1	0	1
Molecular Biologist	1	0	1

Physiotherapist	2	0	2
Nursing Manager	7	0	7
Senior Radiologist	1	0	1
Senior Pharmacist	1	0	1
Manager IR (Cathlab)	1	0	1
Medical Officers	84	1	83
Biomedical Engineer	1	0	1
Head Nurse	13	0	13
Nutritionist	1	0	1
Registered Specialty Nurse	75	0	75
Radiologist		3 0	3
Radiographer		8 0	8
Respiratory Therapist		5 0	5
Pharmacist		2 1	1
Laboratory Technologist		7 0	7
Staff Nurse		100 0	100
Assistant Biomedical Engineer		1 0	1
Dialysis Technologist		5 0	5
Sub Engineer Biomedical		1 0	1
Sub Engineer HVAC		1 0	1
CSSD Supervisor		1 0	1
Hygiene Inspector		3 0	3
Laboratory Technician		14 1	13
Dental Technician		2 0	2
Phlebotomist		4 0	4
CT-Scan Technician		3 0	3
Pharmacy Technician		3 0	3
Biomedical Technician		4 0	4
Electrical Technician		4 0	4
HVAC Technician		4 0	4
Incinerator Operator		2 0	2
Laundry Operator		2 0	2
Junior Technician (Oxygen)		2 0	2
CSSD Technician		6 0	6
<b>Total</b>	<b>393</b>	<b>3</b>	<b>390</b>
<b>Admin and Other Staff</b>			
<b>Staff Positions</b>	<b>Total Positions</b>	<b>Available</b>	<b>Staff Required</b>
Director Human Resources	1	0	1
Deputy Director Finance	1	0	1
Deputy Director Purchase	1	0	1
Deputy Director Administration	1	0	1
Deputy Director Engineering	1	0	1
Sr. Account Officer (Accounts & Budget)	1	0	1
Assistant Director Purchase	1	0	1
HR & Admin Officer	1	1	0

Patient Welfare Officer	1	0	1
Legal Officer	1	0	1
Electrical Engineer	1	0	1
Civil Engineer	1	0	1
Manager Information Technology (IT)	1	0	1
Account Officer	2	0	2
Audit Officer	1	0	1
Purchase Officer	1	0	1
Procurement Officer	2	0	2
Department Personnel/Secretaries	4	0	4
IT Assistant	4	0	4
Assistant	4	0	4
Sub Engineer Electrical	1	0	1
Sub Engineer Civil	1	0	1
Upper Division Clerk	5	0	5
Lower Division Clerk	5	1	4
Generator Operator	4	0	4
Fire Alarm Technician	4	0	4
Storekeeper	1	1	-
Security Supervisor	4	0	4
Naib Khateeb	1	0	1
Assistant Store Keeper	3	0	3
Receptionist	13	0	13
Pump Room Operator	2	0	2
Dispatch Rider	2	0	2
Driver	4	0	4
Plumber	3	0	3
Cook	3	0	3
Ward Boy	30	0	30
Dishwasher	4	0	4
Bearer	3	0	3
Naib Qasid	10	0	10
Hygiene Staff (Cleaners / Sweepers)	30	3	27
Security Guard	25	3	22
Mali / Gardener	4	0	4
Aya	5	0	5
<b>Total</b>	<b>198</b>	<b>9</b>	<b>189</b>

### *c. Service Delivery and Current Functionality*

IHITC is **partially functional**, offering only outpatient consultations under minimal staffing. No emergency, inpatient, ICU, or diagnostic services are currently operational. Laboratory, imaging, and pharmacy units remain idle despite being fully equipped.

*“The OPD continues to function... but full operations are not being carried out.”* — Participant 1

*“Currently, only OPD is available. We have no facility in terms of inpatient services. We don’t have any doctors”* — Participant 2

### *d. Infection Prevention and Control (IPC)*

IPC protocols are available and were effectively implemented during the COVID-19 pandemic. However, due to the facility’s current inactivity, the IPC committee and focal person positions are vacant. The physical infrastructure for infection control including donning/doffing areas, hand hygiene stations, and negative-pressure rooms remains intact and operationally ready.

### *e. Financial and Administrative Management*

Financial records are currently maintained under PIMS’ broader administrative umbrella, limiting IHITC’s fiscal autonomy. While a financial management framework exists, the lack of independent budget allocation prevents timely procurement, staff hiring, or maintenance operations. Frequent delays in fund disbursement further restrict IHITC’s operational independence.

### *f. Risk Preparedness and Emergency Response*

The facility lacks an updated emergency preparedness and surge response plan, as well as formal MOUs with referral hospitals. During the pandemic, IHITC served as Islamabad’s core isolation facility, but post-pandemic, no formal mechanism has been established for reactivation during future outbreaks.

### *g. Stakeholder Perceptions and Policy Ambiguity*

Qualitative interviews underscore the **absence of clear policy direction** as a major bottleneck. The Ministry has yet to decide whether IHITC should remain an infectious disease hospital, be repurposed for non-communicable disease care, or serve as a CDC administrative hub. Respondents consistently pointed out that the lack of a clear policy framework from the Ministry has left the facility in an administrative limbo. Both respondents acknowledged the competing national health priorities and ongoing administrative transitions but urged that the facility’s potential is not wasted. They

emphasized that the decision should align with current epidemiological realities—recognizing the dual burden of communicable and non-communicable diseases and reflect a sustainable, system-wide vision. In essence, respondents saw IHITC as a valuable asset awaiting strategic direction, with the consensus that its successful revival hinges on two factors: decisive policy articulation and dedicated human resource deployment.

## 1.2. Situational Analysis of RBC:

### a. Structural and Physical Condition

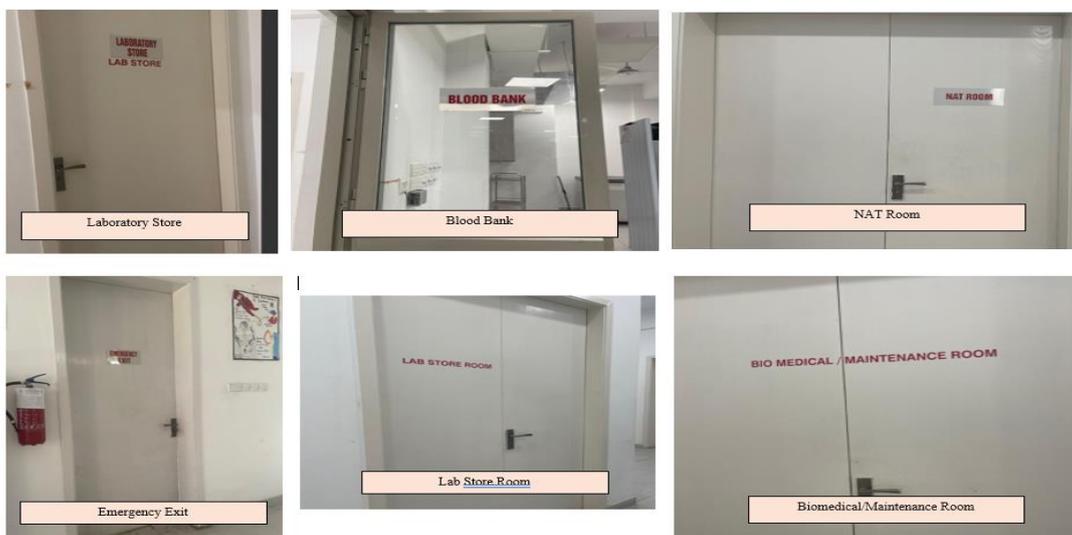
The RBC building remains structurally intact, with all major architectural elements stable. Doors, windows, and ventilation points were found partially functional, requiring minor repair and servicing. The main entrance is secure and accessible, with adequate visibility and signage identifying the facility. The emergency exit is also clearly marked.



Figure 3 RBC Main Entrance

### b. Functional Zoning and Layout

The internal spatial organization of the facility is well defined, with separate and clearly demarcated rooms for donor interview, reception, waiting area, laboratory, storage, and waste management. However, the blood collection hall was not visibly identifiable,



indicating lapses in functional demarcation. Physical segregation between clean and waste disposal zones is inadequate and should be prioritized to meet biosafety standards.

#### c. Human Resource and Staffing Gaps

At the Regional Blood Centre (RBC), **no technical staff is currently deployed**, resulting in the complete non-operational status of the facility. The absence of key personnel, including laboratory technologists, biomedical technicians, and IT support staff, has led to discontinuation of all technical and operational functions. Due to this staffing gap, critical systems remain inactive, routine maintenance is not performed, and the facility cannot sustain safe or compliant blood banking operations. Immediate recruitment and deployment of qualified technical staff are essential to restore functionality and ensure adherence to standard operating procedures and quality assurance protocols.

#### d. Utilities and Infrastructure Services

Electricity supply was functional at the time of assessment, but no backup system (UPS or generator) was operational, posing a risk to cold chain maintenance and laboratory operations. Sanitary facilities are available but non-functional due to lack of recent maintenance. Fire safety equipment was available and functional. Locking and security systems at the entry were operational.



#### e. Infection Control and Biosafety

Biohazard waste bins were available, appropriately labeled, and placed in designated areas. However, standard operating procedure (SOP) charts for blood donation, screening, and biosafety were not displayed, limiting visibility of process guidance. No recent evidence of cleaning or routine maintenance was observed, suggesting inactive housekeeping oversight since the last inspection in 2023.

Figure 4 Color-coded waste bins

f. Consumables, Furniture and equipment:

As per RBC’s PC-IV, following International Competitive Bidding Process, the 845 Nos of equipment and furniture has been procured by KfW. All the equipment and furniture were delivered and installed at RBC. The furniture and fixture procured for PMU and RBC time1 to time during 2014 - 2021 amounting to Rs. 3.120 million. 96 Waste disposal equipment items procured by the KIW through International Competitive Bidding Process. The same was delivered and installed to RBC, Islamabad. The computer and other peripheral were procured time to time for PMU and RBC during 2014 -2021 amounting to Rs. 5.932 million. Consumables, kits, reagents, and other related items procured between 2020 and 2023 through the tender process for the operationalization of the RBC, with a total value of PKR 68.1 million (detailed in **Tables 28–30**, Appendix B), remain physically available; however, these items have surpassed their designated shelf life due to prolonged non-functional status of the facility and have not been utilized. It is recommended that these expired materials be formally discarded and measures ensured to prevent their inadvertent use in any operational processes.

List of equipment procured through donor funds is given in **Table 24-27** in Appendix B. IT Hardware procured as per PC-IV is given in **Table 27**.

During the field verification exercise, it was not feasible to confirm the precise quantity or operational status of the IT and laboratory equipment because several rooms within the Blood Centre were locked or otherwise inaccessible at the time of inspection. In addition, equipment functionality could not be tested due to a power outage in the facility, which further limited assessment of operational readiness. As a result, the figures presented are drawn from the PC-IV documentation and should be considered provisional pending full site access and availability of power for comprehensive verification. The equipment that could be physically inspected during the field visit is listed below:

**Table 2 Regional Blood Centre – Inventory Table [verified in Field Visit]**

Regional Blood Centre – Inventory Table	
Furniture & Seating	
Item Name	Qty
Desk Chair (with headrest)	42
Conference Chair (without headrest)	113

Waiting Area Benches (3-seater)				29
Café Chair				12
Lab Stool				19
Sofa (single seater)				12
Manager Desk				26
Side Table				22
Reception Desk				3
Round Meeting Table				8
Conference Table				12
Donation Couches with Stand				12
<b>Office &amp; ICT Equipment</b>				
<b>Item Name</b>				<b>Qty</b>
Desktop PC				13
LCDs				5
Desk Laser Printer				8
Barcode Printer				4
<b>Electrical &amp; Cooling Equipment</b>				
<b>Item Name</b>				<b>Qty</b>
Air Conditioners				24
Ceiling Fans				25
Pedestal Fans				11
<b>Facility &amp; Utility Items</b>				
<b>Item Name</b>				<b>Qty</b>
Water Dispensers				3
Color-coded Bins				14
Shelving Unit				19
Planters				27
<b>Technical Equipment Inventory</b>				
<b>Item Name</b>	<b>Make</b>	<b>Model</b>		<b>Qty</b>
Automated Blood Collection	Trima Accel™	IT00624		1
Centrifuge	Thermo Scientific™ Multifuge™	X Pro		1
Recording & Automatic Blood Collector	TERUMO BCT	TRCA-II		8
Sterile Tubing Welder	TERUMO TSCD	TSCDII		1
Refrigerator (Unscreened Products)	KW Apparecchi Scientifici	KLAB BBR 700V		1
Platelet Incubator and Agitators (Unscreened Products)	KW Blood Line	W96RT HPL		1
Freezer (Unscreened Products)	KW Apparecchi Scientifici	—		1
Reagent Refrigerator (Unscreened Products)	KW Apparecchi Scientifici	—		4
Tube Sealing Device	TERUMO BCT	T SEAL II		1
Separation Stand for Blood Components	Terumo Teruflex	ACS-201		7
Blood Banking Centrifuges	Thermo Scientific™	Sorvall™ BP 16		2
Unstirred Water Bath	Clifton	—		1
Portable Precision Balances	AE ADAM HCB Highland®	HCB 5001M		2

Clinical Chemistry & Immunology Analyzer	Abbott Alinity ci	—	1
Agglutination Viewer	BD Clay Adams™	—	2
Haematology Analyzer	Sysmex Asia Pacific	XP-100	1
Immunochemistry Centrifuge	Bio-RAD ID Centrifuge L	—	1
Cell Washer	Thermo Scientific™	—	1
Megafuge 8 Centrifuge ST8	Thermo Scientific™	—	2
Automatic Component Extractor	Terumo BCT	T-ACE II+	1
Platelet Incubator and Agitators (Screened Products)	KW Blood Line	—	2
Freezer (Screened Products)	KW Apparecchi Scientifici	—	1
Thermo Transport Containers – Large	Delta T Blueline	—	9
Thermo Transport Containers – Small	Delta T Blueline	—	18
Plasma Contact Shock Freezer	CSF61 L	—	1

#### *g. Accessibility and Maintenance*

The facility is easily accessible via main road networks and maintains a safe entry route for staff and donors. However, absence of visible maintenance and cleaning activities reflects operational dormancy and limited facility upkeep. Renovation needs are classified as minor but essential for reactivation.

#### *h. Management Information System (MIS)*

According to PC-IV, following International Competitive Bidding Process, the blood bank management information system (MIS) being used in the 10 RBCs of phase was procured by the KIW for all the 5 new RBCs and 5 up-graded HBBs including Islamabad. The MIS was proposed to be hosted on the cloud: to hire by SBTP. IT hardware includes computers, scanners, bar code scanners, bar code printers, tablets, conference systems LED display screens, projector, telephone exchange, etc. to meet the requirement of MIS.

#### *i. Blood Transport and Blood Campaign Vehicles*

Vehicle details according to PC-IV include:

- Isuzu NPR66 Truck Chassis (LWB): Fabrication of Mobile Blood donation Bus Unit for RBC. (ARC 5 Bed Bloodmobile Coach, Blood Campaign Vehicle fully AC automated and fabricated vehicle).

- 2 motorcycles received through donation for transportation of blood bags from RBC to designated hospitals and for the logistic support for blood camps.
- Blood Transport & Blood Vehicle (Suzuki APV Van (CLX) & Toyota Hilux Active Double Cab Pick Up procured for RBC.

However, 6 vehicles were verified during field visit at RBC in October 2025. Details are given in **Table 4**:

*Table 3 List of Vehicles at RBC verified against PC-IV*

<b>List of Vehicles at RBC according to PC-IV</b>				
<b>Reg no.</b>	<b>Make</b>	<b>Model</b>	<b>Duties</b>	<b>Physical Verification [field visit]</b>
GAH -980	Toyota Hilux Revo	2020	Deputed with Project Director, SBTP for official duties.	No
GAK -127	ISUZU (NPR-66PL71 00629)	2020	Mobile Unit - Blood Transport and blood campaign vehicle.	Yes
GAK-126	Suzuki APV 1300 cc	2020	Logistic support for Regional Blood Centre (Pick & drops for the technical team)	Yes
GJ-046	Toyota Double Cabin (2500 cc)	2007 (Deputed by Cabinet Division)	Logistic support for RBC — Dual function for carrying campaign equipment, blood transport boxes.	No
GG-793	Suzuki Jeep, (Potohar) (800 cc)	1996 (Deputed by Cabinet Division)	Logistic support for Programme Management (Admin/ Finance Unit)	Yes

NX-246	Toyota Corolla	2009 (Deputed by GIZ)	Logistic support for Programme Management Execution! implementation of blood transfusion services	No
Registration was under process as per PC-IV	02 Motorcycles	Donation	For transportation of blood bags from RBC to designated hospitals and for the logistic support for blood camps	No

**List of Vehicles observed during Field Visit- Oct 2025**

<b>Reg No</b>	<b>Details/Make</b>	<b>Condition</b>	<b>Media</b>
GAK-127	ISUZU (NPR- 66PL71 00629: Mobile Unit - Blood Transport and blood campaign vehicle.	The overall condition of the vehicles is assessed as <i>poor and non- operational.</i>	 

X-68-2250	Toyota	<p>All units have remained idle since the suspension of RBC operations and have not received any scheduled preventive or corrective maintenance.</p> <p>Extended periods of inactivity have resulted in significant mechanical degradation, including seized engine components, depleted batteries, tire deflation, and corrosion of undercarriage and body structures.</p> <p>Electrical systems and fluid lines are likely compromised due to prolonged disuse and environmental exposure.</p> <p>A comprehensive technical inspection is</p>	
GAK-126	Suzuki APV 1300 cc: Logistic support for Regional Blood Centre (Pick & drops for the technical team)	<p>Electrical systems and fluid lines are likely compromised due to prolonged disuse and environmental exposure.</p> <p>A comprehensive technical inspection is</p>	

		<p>required, followed by complete mechanical overhauling, body refurbishment, and servicing to ensure the vehicles meet the minimum operational and safety standards for redeployment.</p>	
GG-793	<p>Suzuki Jeep, (Potohar) (800 cc): Logistic support for Programme Management (Admin/ Finance Unit)</p>		

UN-68-486	Toyota Hilux		
AD-08-120	Toyota		

*j. Baseline Operational and Resource Assessment of Blood Banking and Regional Blood Centre Facilities*

The baseline operational and resource assessment establishes a comprehensive overview of the current functionality of the three hospital-based blood banks in Islamabad, while concurrently reconstructing the historical operating profile of the Regional Blood Centre prior to its cessation. The assessment delineates active service outputs at PIMS, Polyclinic and FGH blood banks, including annual donor inflows, component demand, equipment availability and human resource deployment, thereby defining their existing operational capacity and system load. In parallel, it consolidates historical data on the RBC's collection, processing and testing volumes, as well as its logistics assets, to document the centre's former service capability before it became nonfunctional. These findings generate a coherent baseline for evaluating performance gaps, infrastructure limitations and operational requirements across the blood transfusion network in Islamabad, informing future planning and system strengthening interventions.

From the historical data of RBC, core outputs during its functional time period reveals:

- Total Blood Donors Attended at RBC= 2,697
- Total Blood Components Prepared= 5,395

- Total Blood Components Delivered to HBBs (FGH, PIMS, CDS Hospital, IHITC, Polyclinic) by RBC= 5,008
- Total Blood Collections= 1,876
- Currently Available Components= 132
- Low Volume / Discarded= 255

*i. Federal Government Polyclinic (FGPC-PGMI) Islamabad:*

Address: 44 Luqman Hakeem Rd, G-6/2 Islamabad, Islamabad Capital Territory.

Federal Government Polyclinic (FGPC-PGMI), Islamabad was designed as the flagship hospital for the city’s patient care services and referral acceptance in the early 1970. To provide cutting-edge clinical services, advance healthcare initiatives, research, and medical education,



doctors and allied health professionals at all levels work in the fields of medicine and related specialties as well as surgery. We have a wide variety of features ranging from but not limited to CSSD, Laundry, and General Storage. Morgue, Medical Records, Bio-Medical, Housekeeping, Administration, Emergency, Imaging, OPD, Pharmacy, Phlebotomy, Cardiology, Endoscopy, Maternity, Pathology, Physical Therapy, Surgery, In-Patient Department and Energy Centre<sup>2</sup>.

Federal General Polyclinic operates its own hospital-based blood bank, which functions as an integrated transfusion service dedicated primarily to meeting the needs of its indoor patients. The unit manages donor screening, component preparation and issueing within its internal workflow, allowing it to sustain uninterrupted support for routine, emergency and specialty clinical services.



Figure 5 Federal General Polyclinic Islamabad

The most recent activity data show the following core outputs:

- **Total Annual Donor Collection= 4185**
- **Total Annual Red Cell Concentrates (RCC) Issued= 4026**
- **Total Annual Fresh Frozen Plasma (FFP) Issued= 3365**
- **Total Annual Platelets issued= 3906**
- **Total Staff= 18**



Figure 6 Polyclinic HBB entrance

**Table 4 Current HR in Polyclinic**

S No.	Name	Designation
1	Dr Abdul Jabbar Bhutto	Biomedical In Charge

<sup>2</sup> <https://www.fgpc.gov.pk/>

2	Dr Khadija	Hematologist
3	Dr Munazza	Medical Officer
4	Dr Mehwish	Medical Officer
5	Ishtiaq	Admin Officer
6	Khawar Shah	Supervisor
7	Abdul Wahab	Technician
8	Fahim Akhtar	Technician
9	Abdul Wahab Chang	Technician
10	Shahzad Sardar	Technician
11	Zeeshan Ahmad	Technician
12	M Waseem	Technician
13	Abdul Wadood	Technician
14	Saqib Zaman	Attendant/Ward boy
15	Adnan	Attendant/Ward boy
16	Amjad	Attendant/Ward boy
17	Nadeem	Attendant/Ward boy
18	Rashid Masih	Sanitary Worker
<b>Total</b>		<b>18</b>



Figure 7 Blood Collection Mixer, HBB Polyclinic



Figure 8 Blood Bag Centrifuge and Platelet Agitator, HBB Polyclinic



Figure 9 Blood Bag Freezer, HBB Polyclinic

Table 6 below highlights availability of current equipment status in HBB of Polyclinic.

S No.	Equipment	Make & model	Quantity	Installation Date
1	<b>Blood Bag Refrigerator</b>	Helmer	1	26-06-2011
2	<b>Blood Bag Refrigerator</b>	Selecta P (0473022)	1	1/4/2008
3	<b>Blood Bag Refrigerator</b>	Hanshin	1	10/7/2004
4	<b>Blood Bag Freezer</b>	Forma Scientific	1	12/1/1986
5	<b>Blood Bag Freezer</b>	Panasonic MDF-U5412PB	1	26-03-2015
6	<b>Platelet Agitator</b>	Presvac	1	20-06-2007
7	<b>Water Bath</b>	Memmert	2	Aug-08
8	<b>Centrifuge</b>	Hettich (0067849)	1	2005 FOC (P.M Program)
9	<b>Centrifuge</b>	D-Lab Scientific (Dm0424)	1	5/5/2021
10	<b>Tube Sealer</b>	Sure Seal 2526239	1	2007

S No.	Equipment	Make & model	Quantity	Installation Date
11	<b>Tube Sealer</b>	LMB	1	29-05-2019
12	<b>Blood Bag Centrifuge</b>	Hanil (1544-6906)	1	27-03-2012
13	<b>Blood Bag Collector</b>	Terumo BCT (CM735)	1	18-08-2008
14	<b>Blood Bag Collector</b>	Genesis (ME-05TRC225)	2	17-06-2019
15	<b>Architecg Plus</b>	Abbott i2000 SR	1	FOC Machine (Reagent Basis)
16	<b>Gel Card Arthro Workstation</b>	M-69046	1	FOC Machine (Reagent Basis)
17	<b>C, P Mindary Machine</b>	-	1	3/9/2014
18	<b>Microscope</b>	-	02	Received from Lab
<b>Total</b>			<b>19</b>	

ii. *Pakistan Institute of Medical Sciences (PIMS) Hospital Islamabad*

Address: P334+V6J, G-8/3 G 8/3 G-8, Islamabad

PIMS is a research-oriented health sciences institute located in Islamabad, Pakistan. It is one of the region's leading tertiary level hospitals which includes 22 medical and surgical specialist Centres. The Blood bank in PIMS is a fully established department. It has been providing blood transfusion services ever since the indoor department became functional. Over the years the demand for blood and its components have gradually increased. Besides I.H/PIMS the blood transfusion services are also extended to the children hospital, MCH Centre NORI hospital and private hospitals. Whole blood and packed cells are issued to surgical, medical and obstetric wards according to their requirements. Blood components like platelets and FFP are provided to all patients. All blood donations are screened for Hepatitis-B, Hepatitis D HIV with sophisticated ELISA method. We perform Rh antibody detection and combs test as well. PIMS, blood bank has the capability of performing procedures like plateletpheresis, plasmapheresis and leukopheresis. Blood Bank is fully Computerized and linked to the fully integrated hospital management information system of PIMS.



Most recent core output oh HBB of PIMS is given below in **Table 7:**

**Table 5 PIMS HBB Core Output (2024)**

Description	Category / Patient Type	Quantity (Units per Year)
<b>Donor Collections</b>	Total Annual Donor Collection	33222
<b>Red Cell Concentrates (RCC) Issued</b>	General Patients	34945
	Thalassemia Patients	9500
<b>Fresh Frozen Plasma (FFP) Issued</b>	General Patients	32351
	Hemophilia Patients	15500
<b>Single Donor Platelets Issued</b>	Whole Blood Derived (Single Unit)	29117
<b>Apheresis Procedures Conducted</b>	Platelet Apheresis	500

Total equipment available in PIMS HBB is given below in **Table 8:**

**Table 6 PIMS HBB Equipment**

S#	Equipment	Make	Model	Serial No.	Functionality Status
1	Blood Bank Refrigerator	Helmer	HHB-125	2000284	Functional
2		Helmer	HHB-125	999055	Functional
3		Sanyo	MBR-506D	70907318	Functional
4		Sanyo	MBR-506D	70907319	Functional
5	Refrigerator	Arctiko	PR-360	20101436477	Functional
6		Presvac	FEDE-4	8411	Functional
7	Plasma Freezer (Ultra Low -80°C)	Binder	UFV 500	12-12687	Under Observation
8		So-Low	085-18	6071209	Out of Order
9		So-Low	085-18	6071210	Out of Order
10	Plasma Freezer /	Sanyo	MDF-192AT	61016479	Functional
11		Sanyo	MDF-U532	70907311	Out of Order

<b>S#</b>	<b>Equipment</b>	<b>Make</b>	<b>Model</b>	<b>Serial No.</b>	<b>Functionality Status</b>
12	Medical Freezer	Sanyo	MDF-U330	401994	Functional
13	Platelet Agitator	Helmer	PC900W	10112212	Functional
14		Helmer	1200W	935529	Out of Order
15		KW Apparecchi Scientific	W96RT HPL	86464	Functional
16		KW Apparecchi Scientific	W96RT HPL	86466	Functional
17	Centrifuge Machine-1	Serofuge II (Clay Adams)	—	—	Functional
18	Centrifuge Machine-2	Hettich	Universal 320	—	Functional
19	Cryofuge-1	Beckman Coulter	J6-MI	—	Functional
20	Cryofuge-2	Sigma	8K-85	—	Functional
21	ID-Incubator-1	Bio-Rad	37 S I	—	Functional
22	ID-Incubator-2	Bio-Rad	37 S II	—	Functional
23	ID-Centrifuge-1	Bio-Rad	12 S I	—	Functional
24	ID-Centrifuge-2	Bio-Rad	12 S II	—	Functional
25	Cell Separator-1	China	—	—	Functional
26	Cell Separator-2	China	—	—	Functional
27	Tube Sealer-1	Sure Seal	SE 250	—	Functional
28	Tube Sealer-2	Sebra Omni	PS 2600	—	Functional
29	Weight Machine-1	AED	SL15K	—	Functional

S#	Equipment	Make	Model	Serial No.	Functionality Status
30	Blood Bag Shaker-1	Biomixer	BM-323	32310845	Functional
31	Blood Bag Shaker-2	Biomixer	BM-323	32310847	Functional
32	Blood Bag Shaker-3	Biomixer	BM-323	32310848	Functional
33	Blood Bag Shaker-4	Biomixer	BM-323	32310850	Functional
34	Blood Bag Shaker-5	Biomixer	BM-323	32310851	Out of Order
35	Blood Bag Shaker-5	Biomixer	BM-323	32310851	Out of Order
36	Apheresis Machine-1	Fresenius Kabi	Com.Tec	—	Functional
37	Apheresis Machine-2	Fresenius Kabi	Com.Tec	—	Functional
38	Apheresis Machine-3	Fresenius Kabi	Com.Tec	—	Functional
39	Apheresis Machine-4	Trima	Accel	1T04506	Functional
40	Alinity i Immunoassay Analyzer	Abbott	Alinity i	—	Functional
41	Water Purification System	FIZICO	—	—	Functional

Current HR details of HBB in PIMS is given **Table 9:**

**Table 7 PIMS HBB Current HR**

Sr.NO	Designation	Name	Total	Category
1	Incharge Blood Bank	Dr Farwa Sijeel	1	Clinical Staff
2	Medical Officer	Dr Uzma Zafar	1	
3	Manager	M. Yousaf Khan	1	
4	Staff Nurse (02)	Parveen Abbasi	1	
5		Shahlla Arooj	1	

Sr.NO	Designation	Name	Total	Category	
6	Sr. Technician (02)	Zafar Iqbal Awan	1		
7		Sajjad Bhatti	1		
8	Technician (06)	Basharat Nawaz	1		
9		Allah Dino Channa	1		
10		M. Assad Nawaz	1		
11		Farhan Tariq Avesi	1		
12		Asif Muhammad	1		
13		Abid Hussain	1		
14	Jr. Technician (06)	Nikson	1		
15		Sana Zulfiqar	1		
16		Shahnam Shahid	1		
17		Saqlain Ahmad	1		
18		Muhammad Ibrahim	1		
19		M. Younas	1		
20	Attendant (06)	Ch. M. Hanif	1		Support Staff
21		Qamar Hussain	1		
22		Umer Ali	1		
23		M. Waseem	1		
24		Ghulam Raza	1		
25		Muhammad Sagheer	1		
26	Sanitary Worker	Tanveer Masih	1		

iii. *Federal General Hospital (FGH) Islamabad*

Address: M4PQ+MMC General Wards, NIH Rd, Islamabad, 44000

Federal General Hospital (FGH), located in **Chak Shahzad, Islamabad**, is a 200-bed public hospital serving rural and peri-urban communities in the capital. FGH offers a broad range of services — its key departments include Emergency, Obstetrics & Gynaecology, General Surgery, Medicine, Orthopaedics, Paediatrics, Physiotherapy, Pathology, and Radiology.

The hospital plays a strategic role in reducing patient load on tertiary care Centres such as PIMS and the Federal Government Polyclinic. Its patient turnover has grown significantly: in 2021–22, FGH handled over **503,000** patient visits, underscoring its importance to the surrounding population<sup>3</sup>. Recent core output of HBB of FGH are given below:

- Average Annual Request Received= 1070
- Average Donations Received= 849
- Average Blood Issued= 784

<sup>3</sup> <https://www.nhsr.gov.pk/SiteImage/Misc/files/YEAR%20BOOK%202021-2022->

- Average Expired Blood= 65

Blood demanded from outside the group:

- RCC= 45 [for rare groups]
- FFP and Platelets= 130 [because Cryofuge out of order]

The HBB at FGH does not maintain a dedicated human resource structure, except for one Junior Technician formally assigned to the unit. Operational activities of the blood bank are primarily supported by personnel from the Pathology Department, who perform blood banking functions as an additional responsibility alongside their routine laboratory duties. The FGH HBB has significant HR and equipment gaps.

**Table 8 FGH HBB Equipment**

Sr. No	Equipment	Model	Make	Total	Functional
1	Small Blood Bag Refrigerator for Unscreened Products	X4_120	Local	1	1
2	Blood Bag Refrigerator Large for Screened Products	ArcTIKO	EU made	1	1
3	Plasma Freezer	ArcTIKO	EU made	1	1
4	Platelet Incubators with Agitator	Helmer	Germany	1	1
5	Blood Bag Mixer	Hemomix3	Italy	1	1
6	Microscope	Olympus Cx23	Japan	1	1
7	Blood Bag Tube Sealer	FR601	Leaidal Medical England	1	1
8	Plasma Extractor	Separator ES315	Korea	1	1
9	Cryofuge			1	0
10	Water Bath (Grant)	S.NoLy0905014	England	1	1
11	Centrifuge	HuMax	Human	1	1
12	Hematology Analyzer			1	1
13	Plasma Thawar	thermobag	EU made	1	1

Sr. No	Equipment	Model	Make	Total	Functional
<b>TOTAL</b>				<b>13</b>	<b>12</b>

**Table 9 HBB of FGH Current HR**

Sr.NO	Designation	Name	Total
1	HOD Pathology (01)	Dr Saira Tufail	1
2	Sr Technician (02)	Abdul Sattar	1
3		Rizwan	1
4		Atif Gulzar	1
5		Zakir Hussain	1
6		Jamal Hussain	1
7		M. Rashid	1
8		M. Yasir	1
9		Jr Technician (06)	Gohar Ayub
10	Sanitary Worker (01)	Nadim Masih	1
11	Ward Boy (01)	On Rotation	1
<b>Total</b>			<b>11</b>

Appendix :

Table 10 IHITC Standard list of equipment [Source: PC-I IHITC]

Sr	Description	Qty. Req
<b>Radiology Department</b>		
1	CT Scan 64 Slice with DR System With Printer (With Full Accessories and installation) (with three years warranty)	1
2	X-Ray Machine 500 MA with DR System With Printer (With Full Accessories and installation) (with three years warranty)	1
3	Ultrasound Machine (with three years warranty)	1
4	Color doppler With Accessories (with three years warranty)	1
<b>Microbiology Equipment</b>		
1	BIO FIRE (with three years warranty)	1
2	VITEK-2 Compact (with three years warranty)	1
3	Back Alert (with three years warranty)	1
4	CO2 Incubators (with three years warranty)	1
5	Miseq Gene Sequencer (with three years warranty)	1
6	Hot Air Oven (with three years warranty)	3
7	Autoclave (with three years warranty)	1
8	Incubator (with three years warranty)	2
9	Refrigerator (with three years warranty)	1
10	Electronic Analytical Balance	2
11	PH Meter	2
12	Bio Safety Cabinet (with three years warranty)	2
13	Bunsen Burner	1
14	Centrifuge 8 tubes (with three years warranty)	1
15	Candle Jar	1
16	Water Bath digital	1
17	Microwave Oven	3
18	Inoculation Loop	1
19	Binocular Microscope (with three years warranty)	4
20	Deep Freezer (with three years warranty)	1
<b>Pathology Lab</b>		
1	Chemistry Analyzer Fully Automated (with three years warranty)	1
2	Chemistry Analyzer Semi Automated (with three years warranty)	1
3	Immunoassay Analyzer (with three years warranty)	1
4	Hematology Analyzer Five Parts (with three years warranty)	1
5	Electrolyte Analyzer (with three years warranty)	1
6	Centrifuge 28 Tubes (with three years warranty)	1
7	Centrifuge 8 Tubes (with three years warranty)	1
8	Water Bath	1
9	Blood Roller Mixer for Hematology	1
10	Blood Bag Mixer/shaker for blood bank	1
11	Refrigerator (with three years warranty)	1
12	Semi-automated Coagulometer (with three years warranty)	1

Sr	Description	Qty. Req
<b>General OT</b>		
1	OT Light (with three years warranty)	1
2	Anesthesia Work Station with ventilator & Monitor (with three years warranty)	1
3	C-Arm (with three years warranty)	1
4	Laparoscopy Tower (with three years warranty)	2
5	Endoscopy Tower (with three years warranty)	1
6	Surgical Tourniquet (Electric & Manual) (with three years warranty)	4
7	OT Designing (with three years warranty)	1
8	Light Source (with three years warranty)	2
9	Scrub Station (with three years warranty)	1
10	Operating Microscope (with three years warranty)	1
11	General Surgery Set (with three years warranty)	5
12	Scalpel Handles of various sizes (with three years warranty)	5
13	Hudson Brace/electronic perforator (with three years warranty)	1
14	Crash Carts Trolley	1
15	Cautery Machine (with three years warranty)	1
16	Suction Machine (with three years warranty)	1
17	Autoclave (with three years warranty)	1
18	OT Table (with three years warranty)	1
19	Instrument Trolley	1
20	Electric Sterilizer (with three years warranty)	1
21	C- Section Set (with three years warranty)	10
22	Cardiac Monitor (with three years warranty)	4
23	Pulse Oximeter (with three years warranty)	4
24	Cystoscope, Resectoscope & Urethrotome Complete set (with three years warranty)	1
25	Ultrasonic vessel dissecting/cutting & sealiq system (with three years warranty)	1
26	Amputation Set Orthopedics Instrument (with three years warranty)	2
27	Phaco Machine (with three years warranty)	1
28	Hystroscope (with three years warranty)	1
29	Cheatles forceps assorted	12
30	Oxygen Cylinder with flow meter	5
31	Craniotomy set including high speed drill with perforators and cutter	2
32	Laparotomy set complete	2
33	Ambu Bag	5
12	Laryngoscope	5
<b>Gyne &amp; OBS Dep</b>		
1	Color Doppler Ultrasound (with three years warranty)	1
2	Ultrasound Machine (with three years warranty)	1
3	Colposcopy Gyne Work Station (with three years warranty)	1
4	CTG Machine (with three years warranty)	2
5	Delivery Table with poles and side guards (with three years warranty)	4
6	Delivery Table Hydraulic (with three years warranty)	4

Sr	Description	Qty. Req
7	Suction Machine Heavy Duty (with three years warranty)	2
8	Baby Warmer (with three years warranty)	2
9	Incubator (with three years warranty)	2
10	Autoclave (with three years warranty)	1
11	Vacuum Extractor (with three years warranty)	4
12	Delivery Set (with three years warranty)	1
13	Delivery Set	6
14	Hysterectomy Set (with three years warranty)	4
15	MVA Set (with three years warranty)	4
16	Stethoscope	5
17	Thermometer	5
18	BP Apparatus	5
19	Tongue Depressor	5
20	Oxygen Cylinder with flow meter	5
21	Ambu Bag	5
22	Laryngoscope	5
<b>Gyne &amp; OBS OT</b>		
1	C Section Set (with three years warranty)	4
2	OT Light (with three years warranty)	1
3	Anesthesia Work Station with ventilator & Monitor (with three years warranty)	1
4	Cautery Machine (with three years warranty)	1
5	Suction Machine (with three years warranty)	1
6	Cardiac Monitor	1
7	Pulse Oxymeter (with three years warranty)	1
8	Autoclave (with three years warranty)	1
9	OT table Hydraulic (with three years warranty)	1
10	Instrument Trolley (with three years warranty)	1
11	Electric Sterilizer (with three years warranty)	1
12	Infant Incubator (with three years warranty)	1
13	CTG Machine (with three years warranty)	1
14	Sonic Aid Hibaby (with three years warranty)	1
15	Vacume Extractor (with three years warranty)	1
16	D & C Set (21xPcs) (with three years warranty)	4
17	Abdominal Hysterectomy set (with three years warranty)	4
18	Baby Weighing Scale & Height Scale (Peads & Neonate) (with three years warranty)	1
19	Portable Light (with three years warranty)	1
20	OT Designing	1
21	Scrub Station	1
22	Crash Carts Trolley	1
23	Oxygen Cylinder with flow meter	5
24	Ambu Bag	5
12	Laryngoscope	5

Sr	Description	Qty. Req
<b>CSSD</b>		
1	Cnetral Sterile Supply Dept with all accessories, ventilation system and isntallation with 3-year warranty	1
<b>Pediatric Dept</b>		
1	Incubator (with three years warranty)	10
2	Resuscitation Trolley (with three years warranty)	2
3	Baby Warmer (with three years warranty)	6
4	Ventilator for NICU/PICU (with three years warranty)	10
5	Phototherapy Unit LED (with three years warranty)	2
6	Suction Machine (with three years warranty)	2
7	Infusion Pump (with three years warranty)	4
8	Cardiac Monitor (with three years warranty)	2
9	Transport Incubator (with three years warranty)	2
10	Portable Ultrasound Machine (with three years warranty)	1
11	C-PAP Machine (with three years warranty)	2
12	Pulse Oxymeter (with three years warranty)	4
13	Refrigerator (with three years warranty)	2
14	Stethoscope	5
15	Thermometer	5
16	BP Apparatus	5
17	Tongue Depressor	5
18	Oxygen Cylinder with flow meter	5
19	Ambu Bag	5
20*	Laryngoscope	5
<b>Nephroplogy Department</b>		
1	Dialysis Machine (with three years warranty)	6
2	Infusion PUMP (with three years warranty)	10
3	Weight Machine (with three years warranty)	2
4	Crash Cart Trolley (with three years warranty)	2
5	Medication Trolley (with three years warranty)	1
6	RO Plant (with three years warranty)	8
7	Dialysis Chair (with three years warranty)	2
8	Stretcher (with three years warranty)	2
9	Stethoscope	5
10	Thermometer	5
11	BP Apparatus	5
12	Tongue Depressor	5
13	Oxygen Cylinder with flow meter	5
14	Ambu Bag	5
12	Laryngoscope	5
<b>Dental</b>		

<b>Sr</b>	<b>Description</b>	<b>Qty. Req</b>
1	Digital Full mouth OPG (with three years warranty)	1
2	Dental Unit (with three years warranty)	6
3	Light Cure Machine (with three years warranty)	6
4	Autoclave (with three years warranty)	1
5	High speed Air Turbine (with three years warranty)	8
6	Slow Speed air motor (with three years warranty)	6
7	Protaper Rotary Endodontics treatment machine (with three years warranty)	4
8	Dental X-Ray (with three years warranty)	1
9	Dental Compressor (with three years warranty)	1
10	Dental Set (with three years warranty)	1
11	Ultrasonic Scaler (with three years warranty)	1
<b>Ent Department</b>		
1	ENT work Station set	1
2	ENT Microscope	1
3	Diagnostic Set ENT	2
4	Sterilizer	4
5	Heine Otoscope	4
6	ENT Head Light	4
7	Stethoscope	5
8	Thermometer	5
9	BP Apparatus	5
10	Tongue Depressor	5
11	Oxygen Cylinder with flow meter	5
12	Laryngoscope	5
<b>EYE Department</b>		
1	Auto Ref Keratometer (with three years warranty)	1
2	Slit Lamp (with three years warranty)	1
3	Visual Acuity Board	1
4	A Scan (with three years warranty)	1
5	B Scan with Computer (with three years warranty)	1
6	Field Analyzer with Computer (with three years warranty)	1
7	Slit Lamp with Camera (with three years warranty)	1
8	Yag Laser (with three years warranty)	1
9	Merilas green Laser (with three years warranty)	1
10	Autorefractometer (with three years warranty)	1
11	Tonometer (with three years warranty)	1
12	Digital Chart	1
13	Digital Lens Meter	1
14	Hiene Ophthalmo/Retinoscope (with three years warranty)	1
15	Topcon Foci Meter (with three years warranty)	1
16	Nietz Ophthalmoscope (with three years warranty)	1

Sr	Description	Qty. Req
17	Hiene Retinoscope (with three years warranty)	1
18	Colour Vision	2
19	Trial Lens Set	2
20	Trial Frame	1
21	Loup	1
22	Lens Mirror	1
23	Gonio Scopy Lens	1
24	Tonometr Schiotz	1
25	Retinoscopy Trial Set	1
26	Indirect Ophthalmoscope (with three years warranty)	1
27	Snellen Chart	2
28	Topcon slit Lamp with Tonometer (with three years warranty)	1
29	Focus Light (with three years warranty)	1
30	Hamblin Ophthalmoscope/Retinoscoe (with three years warranty)	1
31	W.A Ophthalmo/Retino with Transformer	1
32	Keeler Ophthalmoscope (with three years warranty)	1
33	Oxygen Cylinder with flow meter	5
<b>Minor OT</b>		
1	OT Light (with three years warranty)	1
2	OT Table Hydraulic (with three years warranty)	1
3	Suction Machine (with three years warranty)	4
4	Autoclave (with three years warranty)	2
5	Cautery Machine (with three years warranty)	2
6	Pulse Oxymeter	3
7	Instrument Trolley	4
8	Small Instrument Set	10
9	Electric Sterilizer (with three years warranty)	1
10	Stethoscope	5
11	Thermometer	5
12	BP Apparatus	5
13	Tongue Depressor	5
14	Oxygen Cylinder with flow meter	5
15	Ambu Bag	5
12	Laryngoscope	5
<b>Cardiac</b>		
1	Cardiac Intervention Angiography Machine including civil work of site construction, UPS, Air conditioning, electricity work & Generator (Key Turn Basis)	1
2	Oxygen Cylinder with flow meter	5
3	Ambu Bag	5
<b>Medical ICU Ward</b>		
1	Patient hospital bed	8
2	Bedside locker	8
3	Over Bed Table	8

<b>Sr</b>	<b>Description</b>	<b>Qty. Req</b>
4	Defibrillator	3
5	Pulse Oxymeter	16
6	Medicine Trolley	2
7	Instrument Trolley	2
8	Patient Stretcher High Low	10
9	Ward Screen	4
10	Attendent Bench	8
11	ECG Machine	4
12	Air Cell Mattress	2
13	Stethoscope	5
14	Thermometer	5
15	BP apparatus	5
16	Tongye Depressor	5
17	Oxygen Cylinder with flow meter	5
18	Ambu Bag	5
19	Laryngoscope	5
<b>Surgical ICU WARD</b>		
1	Patient hospital bed	8
2	Bedside locker	8
3	Over Bed Table	8
4	Cardiac Monitor	6
5	Pulse Oxy meter	16
6	Defibrillator	3
7	Medicine Trolley	2
8	Instrument – Trolley	2
9	I/V Stand - Local	8
10	Patient Stretcher High-Low	10
11	Ward Screen	4
12	Bench	8
13	ECG Machine	4
14	Air Cell Mattress	2
15	Stethoscope:	5
16	Thermometer	5
17	BP Apparatus	5
18	Tongue Depressor	5
19	Oxygen Cylinder with flow meter	5
20	Ambu Bag	5
12	Laryngoscope	5
<b>Echo Department</b>		
1	ETT Machine (with three years warranty)	1
2	Endoscopy Machine (with three years warranty)	1

Sr	Description	Qty. Req
3	Stethoscope	5
4	Thermometer	5
5	BP Apparatus	5
6	Tongue Depressor	5
7	Oxygen Cylinder with flow meter	5
8	Ambu Bag	5
12	Laryngoscope	5
<b>Medical Department</b>		
1	Pulse Oximeter	4
2	Defibrillator	4
3	Patient Stretcher High-Low (Local)	2
4	ECG Machine	1
5	Gastro Video Scope with full HD 1080p video system	1
6	Stethoscope	5
7	Thermometer	5
8	BP Apparatus	5
9	Tongue Depressor	5
10	Oxygen Cylinder with flow meter	5
11	Ambu Bag	5
12	Laryngoscope	5
<b>Physiotherapy Department</b>		
1	Hydrocolator (11 liters)	2
2	Wax Bath	2
3	Extra Corporeal Shock Wave Therapy	1
4	Anatomical Wheel/shoulder wheel	2
5	Quadriceps bench	4
6	C.P.M Cervical + knee	4
7	Treatment Couch	2
8	Infrared Lamp Full Size	3
9	Stethoscope	5
10	Thermometer	5
11	BP Apparatus	5
12	Tongue Depressor	5
13	Ambu Bag	5
Total		967

**k. Appendix B:**

*Table 11 LIST OF EQUIPMENT/ITEMS PROCURED THROUGH DONOR FUNDS DURING 2022-23*

S. No.	Item	Quantity
1	Blast Freezer -80 (24 bags)	1
2	Haemoglobinometer Invasive	1

S. No.	Item	Quantity
3	Phase Sequence Panel	1
4	Surge Protection Device and	1
5	200KVA Automatic Voltage Regulator	1
6	Air-conditioners 1 Ton	4
7	Air-conditioners 2 Ton	8
8	Window Blinds Dimensions Type 01 [approximately: 4feet(W) x 7feet(L)]	48
9	Window Blinds Dimensions Type 03 [approximately: 21feet(W) x 7feet(L)]	1
10	Sign board - LIT WITH ACRYLIC WORDS	1
11	Sign board - RECEPTION WALL BRASS LETTERS	1
12	Signage board - RECEPTION WALL	1
13	Signage board RECEPTION WALL 2	1
14	Desktop PC	6
15	Laptop PC	2
16	DesK Laser Frinter	1
17	Switch 48 port	1
18	Barcode Printer (Zebra ZT4IO)	1
19	Wireless Controller (hardware controller)	1
20	IP PBX Extension Cards	2
21	Public Addressing Rostrum (All in One ) for training/meetings/workshops	1
22	Camera DSLR	1

Table 12 EQUIPMENT LIST PROCURED THROUGH KFW FUNDS- RBC

<b>BLOOD COLLECTION EQUIPMENT</b>		
S. No.	Item	Quantity
1	Bio Mixer/ scale for blood collection	16
2	Connection device sterile	2
3	Extractor plasma manual	7
4	Extractor plasma automatic	1
5	Agglutination viewer	4
6	Sealer tube portable	2
7	Sealer tube electric table top	9
8	Tube stripper	12
		<b>53</b>
<b>BLOOD STORAGE EQUIPMENT</b>		
S. No.	Item	Quantity
9	Freezer plasma upright -30degC or below (1000 plasma bags, 150m1)	3
10	Incubator and agitator platelet (96bags)	3
11	Refrigerator blood bag 360 bags	5

12	Refrigerator reagent kits with glass door l8cft	3
		<b>14</b>
<b>BLOOD TRANSPORTATION EQUIPMENT</b>		
<b>S. No.</b>	<b>Item</b>	<b>Quantity</b>
13	50L Boxes (styro foam with leather bag)	12
14	30L Boxes (styro foam with leather bag)	10
15	Eutectic Plates 1L -300 C ( Pair)	4
16	Eutectic Plates 1 L 2-8 o C (Pair)	12
17	Eutectic Plates 1 L 22-24 o C ( Pair)	5
18	Eutectic Plates 3L , -30o C	10
19	Eutectic Plates 3L 2-8 o C	20
20	Eutectic Plates 3L 22-24 o C	20
21	Foldable trolley for box carrying	2
22	USO Temperature data loggers	15
		<b>110</b>
<b>LABORATORY EQUIPMENT</b>		
<b>S. No.</b>	<b>Item</b>	<b>Quantity</b>
23	Analytical Balance Electronic with range 1/10000	1
24	Blood Bag Balance Analytical	2
25	Microscope Labotary Binocular	1
26	Micropipettes adjustable set (5u1-1 ml) in three range	4
27	Sphygmomanometer mobile stand	5
28	Trolley Blood Donation	4
29	Water Bath 20 L cmt R2 MC	1
30	Balance Weighing portable	5
		<b>23</b>
<b>Centrifuges</b>		
<b>S. No.</b>	<b>Item</b>	<b>Quantity</b>
31	Centrifuge blood bag refrigerated (12 or more bags) [needed 3 years post warranty maintenance)	2
32	Centrifuge bench top (12tubes) 10,000 RPM	2
33	Centrifuge bench top (24tubes) 10,000 RPM	1
34	Table top lab centrifuge (Serofuge) with washer	1

		6
<b>HAEMOGLOBINOMETER</b>		
<b>S. No.</b>	<b>Item</b>	<b>Quantity</b>
35	Haemoglobinometer Invasive	6
		6
<b>ELECTRIC POWER EQUIPMENT</b>		
<b>S. No.</b>	<b>Item</b>	<b>Quantity</b>
36	Electrical Generator (200 KVA)	1
37	Electrical Generator (100 KVA)	1
		2

*Table 13 WASTE MANAGEMENT EQUIPMENT/SUPPLIES PROCURED THROUGH KFW FUNDS - RBC*

S. No.	Item	Quantity
1	Safety goggles	6
2	Working gloves for chemicals	6
3	Working gloves — Logistic	6
4	Working overall	6
5	Safety Boots	6
6	Safety Mask	6
7	Working gloves - Heat resistant	6
8	Water/chemical resistant apron	6
9	Needle stick protection	6
10	Hand rub disinfectant dispenser	6
11	Paper towel dispenser	3
12	Soap dispenser	3
13	Sharps containers — Plastic (Large)	3
14	Bag - infect - Inc. (Small)	3
15	Debris Pots for Needle Cutter	3
16	Infectious Waste Bin - Small	6
17	Needle Cutter	6
18	Transport-Bin 240	3
19	Ground scale - mechanical	3
20	Water hose (IOOM)	3
		<b>96</b>

*Table 14 IT HARDWARE LIST PROCURED THROUGH KFW FUNDS- RBC*

Item	Code	Brand	Quantity
Desktop PC	O5DPC	HP Pro Desk 400 G6	12
Laptop PC	O6LPC	Dell Latitude 7400	1
Desk Laser Printer	O7DLP	HP 118W	1
Barcode — Printers	O9BCP	Zebra ZT410	2
Barcode — Scanners	IOBCS	Zebra SYMBOL LS2208	11
Data Projector	I2DPR	Vivitek BX565	1
Smart TV with Speakers 75"	13LED	Samsung 75Q60	2
Video Conference System	I4VCS	Logitech Group Video	1
Tablet Android 10"	15TBA	Samsung Tab-A	10
Smart Phones Android	16SPA	Samsung A-01	8
LAN Router	17LWR	TP-Link TL-ER6120	2
Wireless Access Points	18WAP	TP-Link EAP245	10
Switch 48 port	20ASS	TP-Link T1600G-52P8(TL-5G2452P)	2
Data Cabinet	21DCB	Local/China	1
UPS for Networking & IP PBX- 1500 VA	22UPSN	APC SRT2200XLI	1
IP PBX	23PBX	Panasonic KX-NS500	1
Telephones	24TEL	Panasonic KX-T7703	20

Item	Code	Brand	Quantity
			86

**OUT OF PSDP FUNDS DURING FEB 2021:**

*Table 15 CONSUMABLES KITS REAGENTS & OTHER LABORATORY ITEMS PROCURED [2021]- RBC*

#	Items	N
1	Procurement of CLIA HBsAg, Anti HCV, HIV combo, and Syphilis kits (A precious Analyzer CLIA automatic with water distillation Unit (Alinity-I) provided by the vendor against the agreement and installed in the RBC on reagent rental basis) QTY:test each	7,400
2	Kits for 3 parts of Hematology Analyzer A Hematology Analyzer (Sysmex XP-100) was provided by the vendor against the agreement and installed in the RBC on reagent rental basis). (QTY:Test)	10,000
3	Triple blood bags (JMS) (bags)	1,000
4	Quadruple blood bags (JMS) (bags)	500
5	Purple Top tube 2cc (Tubes)	5,000
6	Kits for Apheresis test for platelets (Terumo)(Apheresis Unit — Trima Accel (Terumo) provided by the vendor against the agreement and installed in the RBC for reagent on rental basis).(Test)	50
7	Coombs Sera (vials)	3
8	22% Bovine Albumin (vials)	3
9	NAT testing kits for NAT system (A precious NAT system — Procleix Panther (Grifols — Spain) provided by the vendor against the agreement and installed in the RBC for reagent rental basis). (tests)	3,500
10	ICT Test Devices: HCV Rapid (tests)	500
11	HIV Rapid (Tests)	500
12	HBsAg Rapid	500
13	Syphilis Rapid	500
14	Malaria Rapid (tests)	2,000
15	Yellow top tubes 5cc (tubes)	10,000
16	Alcohol Swab (packs)	300
17	Disposable gloves (box)	200
18	Glass Test Tubes 12x75mm (nos)	10,000
19	Blue Tips (packs)	20
20	Yellow Tips (packs)	40
21	Gel Card for crossmatch (tests)	5,000
		<b>57016</b>

**OUT OF PSDP FUNDS DURING April 2022:**

*Table 16 CONSUMABLES KITS REAGENTS & OTHER LABORATORY ITEMS PROCURED [2022]- RBC*

S. No.	Item	Quantity
1	Procurement of CLIA HBsAg, Anti HCV, HIV combo, and Syphilis kits (Aprecious Analyzer CLIA automatic with water distillation Unit (Anility-I) provided by the vendor against the agreement and installed in the RBC for reagent rental basis). (Tests each)	5,000
2	Triple blood bags (JMS) (bags)	150
3	Quadruple blood bags (JMS) (bags)	100
4	Purple Top tube 2cc (Tubes)	800
5	Kits for Apheresis test for platelets (Terumo) (Apheresis Unit — Trima Accel (Terumo) provided by the vendor against the agreement and installed in the RBC for reagent rental basis). (tests)	50

S. No.	Item	Quantity
6	NAT testing kits for NAT system (A precious NAT system — Procleix Panther (Grifols — Spain) provided by the vendor against the agreement and installed in the RBC for regent rental basis). (tests)	3,000
7	Yellow top tubes 5cc (tubes)	1,500
8	Alcohol Swab (9000 pcs) (packet)	45
9	Malaria Rapid (tests)	300
10	Disposable gloves (packets)	270
11	Glass Test Tubes 12x75mm (13500 pcs) (tubes)	198,500
12	Blue Tips (13500 tips) (packets)	27
13	Yellow Tips (24000 tips) (packets)	24
14	AHG Coombs anti sera (vial)	15
		<b>209,781</b>

### OUT OF PSDP FUNDS DURING April 2022-2023:

Table 17 CONSUMABLES KITS REAGENTS & OTHER LABORATORY ITEMS PROCURED [2022-2023]- RBC

S. No.	Item	Quantity
1	Transport box for carrying blood components (small size), 10 litre - B1000 34 uk/ Delta T, Germany (Nos)	10
2	Dettol (surface cleaner), (500 ml) (Dozen)	30
3	Extension leads (large size) best quality (Nos)	25
4	Floor cleaning machine (Nos)	2
5	Robin Bleach 500ml (Nos)	100
6	Screen - bed side (High quality material, easily moveable, Foldable, Standard Size) (Nos)	5
7	USB 32 GB (Nos)	5
8	Photocopy Paper 80 gram (best quality) A4 standard size (RIMs)	60
9	Foldable table plastic material (best quality) (Nos)	8
10	Foldable metal chairs (best quality) (Nos)	40
11	Pedestal fan metal body (best & latest quality) (Nos)	10
12	Realistic barrier fence (pole) (Nos)	20
13	Realistic barrier fence (tape) (meter)	100
14	Steel water tank (Nos)	3
15	Emergency lights (best quality) (Nos)	3
16	Partition screens for blood camp - as per sample (Nos)	6
17	Portable Internet Device (4/5 G) best speed and coverage (Nos)	3
18	External hard Drive (1TB) (Nos)	3
19	Shields for organizational heads/ blood donor societies organizer (as per sample) (Nos)	100
20	Certificate frames size A4 - as per sample (Nos)	70
21	3fold Brochures (English & Urdu) with 4 colour printing (as per sample) (Nos)	5,000
22	Juice Pkt (small size) for blood donors (best quality brand) different flavors (50 per camp) total 35-40 camps (pkt)	2,000
23	Printer Toners: 80A, 85A, genuine quality) (nos)	10
24	File cover (tag) single color printing F/S size on 310 grams as per sample. (nos)	500
25	File bord F/S with flapper (best quality) (Nos)	200
26	Alcohol Swab, (ImudMed) (200 pcs pkt) (pkt)	188
27	Disposable Blood Lancet 30G (ImuMed) (pack)	75
28	Cotton Roll/Wool 500g, sterilize (rolls)	200
29	Sterilize Gauze piece (4*4) (packs)	1,000
30	Bags of garbage (Red, Blue, and Yellow color size 30*50 (waste label large) (kg)	300
31	Footsteps with two or three steps (nos)	10
32	Squash Transparent Tap (Sticking Tap) (Nos)	100
33	Saniplast - First Aid Bandage (100 Pcs/Box) (box)	150
34	Surgical Face mask (3 ply) best quality (box)	100
35	Air Freshener 300ml per bottle, no artificial smell, pure with all natural ingredients. (nos)	60
36	Sticker for DIN (4*5.67) roll 1000 stickers per roll, water proof (Rolls)	20
37	Stickers for DIN 4" *2" (2000 stickers per roll) water proof(Rolls)	20
38	Stickers for DIN 4" *4 (1000 slickers per roll)Water proof) (Rolls)	25
39	Barcode printer ribbon for Zebra Printer to print DIN (nos)	10

<b>S. No.</b>	<b>Item</b>	<b>Quantity</b>
40	Barcode scanners (Zabra Symbols LS2206) (nos)	10
41	Laser jet printers along with toners 2 each (best and latest quality) user friendly with two trays, dual printing property (front & back) - HP M4O4DW Laser Jet Printer Dual band WiFi. (nos)	3
42	LaserJet Printer Tonners and Cartridge 94A,60A,1 UJA (UatamarK I onner and Cartridges 94A) (each)	20
43	DSLR Camera with lens (best & latest quality) — Cannon 1500D (no)	1
44	Laptop best and latest quality for camps! public awareness activities (Dell Latitude 3520, 11th Gen Core i5, RAM 8GB, SSD: 256G) (nos)	2
45	O.R.S Sachet	100
46	Ethanol Absolute 2.5 Liters (as per sample) (Bottle)	2
47	Physio BalVStress Ball (Rubber), best quality (pcs)	25
48	Syringes 10cc (100 packing) (box)	3
49	First Aid Box 12.5 inch (box)	1
50	Yellow/Sharp Container (7L), (nos)	20
51	Test Tubes Purple Dark , with 3m1 EDTA FDA (nos)	1,500
52	Test Tubes Purple Light , with 3m1 EDTA FDA (nos)	1,500
53	Hemocue with the standard control set (Absorbance measurement of whole device)	1
54	Hand Wash Liquid best quality with 500ml (nos)	25
55	Stop watch best quality (nos)	3
56	Promotional Material with best quality and 4 colour printing: T-Shirts, P-Caps, Mug, Key Chains and BaHpoints (nos)	1,000
57	Normal saline 1000 ml, plasline 0.9% (Unisil) (drips)	200
58	Glass Slides transparent with good quality (pkt)	54
59	Digital Blood Pressure Monitors! Apparatus (90 Memory) (pkt)	54
60	Digital Body Weight Glass Scale /Weight Machin (pcs)	3
61	Blood Bank Serofuge ID-Centrifuge L (with 28 Head Tubes Capacity with the system) Bio-Rad — DiaMed France/ Switzerland (pcs)	2
62	Syringes 3cc (100 packing) (no)	1
63	Syringes 5cc (100 packing) (box)	5
64	Tooth pick (wooden) (dozen)	5
		<b>15,111</b>

**Note:** The Authority disclaims any responsibility for direct or indirect reliance on this and any other data linked with the management and operation of the Facilities provided hereunder this Package, i.e., RFP **ANNEX VIII** (*DETAILS OF FACILITIES*). The prospective Bidders shall conduct exclusive surveys and visits for all the Facilities to examine and ascertain accurate and reliable information, including physical infrastructure conditions, before submitting Bid to the Authority. The Facilities 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.

**[THIS PAGE IS LEFT BLANK INTENTIONALLY]**

## ANNEXURE 9 – APPLICATION FORM

Date: *[Insert date]*

To:

The

**Re: MANAGEMENT & OPERATION OF IHITC & RBC UNDER PUBLIC-PRIVATE PARTNERSHIP MODE**

Dear Sirs,

Pursuant to the Request for Proposals dated *[insert the date]*, *[Name of the Bidder/ Consortium]* hereby submits its Application in conformity with the Request for Proposals (as amended and/or supplemented from time to time) (the '**Request for Proposals 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 Proposals 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 The Ministry of National Health Services, Regulations & Coordination, Government of Pakistan, 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 Proposals 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 Proposals Document.

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

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

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

## ANNEXURE 10 - BASIC INFORMATION FORM

### PROSPECTIVE BIDDER INFORMATION:

Name:

Type: (Corporation, Partnership, etc.)

Company/Entity incorporation/registration no:

Address of principal office:

Telephone number:

Fax number:

E-mail address:

Primary areas of business:

Shareholder/Member certificate (attach separately)

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

Name:

Type: (Corporation, Partnership, etc.)

Company/Entity incorporation/registration no:

Address of principal office:

Telephone number:

Fax number:

E-mail address:

Primary areas of business:

Shareholder/Member certificate (attach separately)

## ANNEXURE 11 – EXPERIENCE FORM (DEC1)

The prospective Bidder, or if the prospective Bidder is a Consortium, the Lead Member alone, should provide sufficient detail of its experience in to enable Authority to evaluate fulfilment of Technical Criterion.

Organization / Institution Name	Location	Description & Size	Role of the Prospective Bidder or Consortium Lead Member	Date of Commencement of Operations	Documentary Evidence (Registration and supporting documents)
[add rows if necessary]					

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

### Total Assets

#### Prospective Bidder

(or if the Prospective Bidder is a Consortium, any one of the Consortium Member alone and Combined)<sup>4</sup>

#### Value of Total Assets

---

Year 1

*[insert the amount in PKR]*

---

Year 2

*[insert the amount in PKR]*

---

---

<sup>4</sup> Consortium's relevant Member and all Members Total Assets be mentioned separately.

## ANNEXURE 13 - PARENT COMPANY LETTER OF COMFORT

Date: [Insert date]

To:

The

.

**Re: MANAGEMENT & OPERATION OF IHITC & RBC UNDER PUBLIC-PRIVATE PARTNERSHIP MODE**

Dear Sirs,

We refer to the Request for Proposals document issued by the Ministry of National Health Services, Regulations & Coordination, Government of Pakistan dated [●] (the '**Request for Proposals Document**'), also inviting eligibility applications from prospective Bidders for the execution and completion of a Concession Agreement involving the management and operations of Facilities in the Islamabad. (the '**Project**').

According to Section 4.3.2 of the Request for Proposals 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 Proposals Document.

Yours faithfully,

[Name of Parent Company] \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: (Authorized signatory) \_\_\_\_\_

## ANNEXURE 14 - AFFIDAVIT

Date: [Insert date]

To:

**Re: MANAGEMENT & OPERATION OF IHITC & RBC UNDER PUBLIC-PRIVATE PARTNERSHIP MODE**

Dear Sirs,

Pursuant to the Request for Proposals document dated [please insert the date] in respect of the Ministry of National Health Services, Regulations & Coordination, Government of Pakistan 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 HMOs 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>5</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 Proposals.

Yours Sincerely,

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

<sup>5</sup> Only relevant for the government-owned legal enterprise or institution.

## ANNEXURE 15 – OPERATOR’S SCOPE OF WORK

Infectious disease management and blood transfusion services are critical components of Pakistan’s health system. Millions of lives are saved every year through timely diagnosis, treatment, and safe blood transfusions. However, systemic challenges persist—including inadequate isolation facilities, limited trained staff, fragmented blood supply systems, and weak infection control.

To address these gaps, the Authority has initiated the outsourcing of the Isolation Hospital & Infectious Treatment Centre and the Regional Blood Centre, Islamabad, through a Public-Private Partnership framework. This initiative aims to ensure efficient, high-quality, and sustainable service delivery aligned with Vision 2025, the National Health Security Framework, and WHO standards.

### A. Project Phases:

#### (a) Installation & Planning Period (IPP):

- Installation/set up works including repair and maintenance of the facilities,
- Procurement of necessary equipment and supplies,
- Hiring of additional staff,
- Assessment of existing equipment and maintenance if required,
- Establish Health Management Information System (HMIS)
- Provision of utilities, and
- any other additional work required for functioning of the facilities.

#### (b) Operation Period

- Maintain and operate the Facility per scope of work, KPIs and Good Industry Practice,
- Train and manage all staff, including Authority Employees handed over,
- Maintain full operational readiness,
- Ensure availability of all required staff and general and medical supplies throughout O&M period ,
- Maintenance of the Facility equipment and replacement as and when required,
- Safety and security measures,
- Ensure uninterrupted supply of utility including power backup,
- Ensure all Applicable Permits and compliance,
- Compliance and adherence to the Authority’s polices and regulations from time to time,
- Maintain fully functional HMIS,
- Ensure facilities remain operational 24 hours throughout the Concession Period,
- Ensure timely periodic reporting, and
- Maintain books of records, audits, KPIs and performance tracking.

#### (c) Handback:

- The Operator shall handover the Facilities to the Authority at the end of the Concession Period in compliance with the requirements set out in the Concession Agreement.

## B. Facility-Wise Scope of Work:

### 1. Isolation Hospital and Infection Treatment Centre (IHITC)

Scope of Services includes:

ACTIVITIES	DETAILED SCOPE OF WORK
<b>a. Operations and Maintenance:</b>	The project involves complete operational management and maintenance of the Isolation Hospital and Infections Treatment Center (IHITC) in Islamabad, including all clinical and non-clinical services.
<b>b. Clinical Services:</b>	<ul style="list-style-type: none"> <li>• Patient admission, assessment, and triage</li> <li>• Isolation and containment of infectious disease cases</li> <li>• Clinical management following evidence-based protocols</li> <li>• Critical care services in dedicated ICUs</li> <li>• Medical consultations by infectious disease specialists</li> <li>• Nursing and allied health services</li> <li>• Patient monitoring and care coordination</li> </ul>
<b>c. Diagnostic Services:</b>	<ul style="list-style-type: none"> <li>• Laboratory testing for infectious disease diagnosis</li> <li>• Molecular diagnostics (PCR and other advanced tests)</li> <li>• Serology and immunology testing</li> <li>• Microbiology culture and sensitivity testing</li> <li>• Radiology services (X-ray, CT scan if available)</li> <li>• Point-of-care testing for rapid diagnosis</li> </ul>
<b>d. Infection Prevention and Control (IPC):</b>	<ul style="list-style-type: none"> <li>• Implementation of comprehensive IPC protocols</li> <li>• Personal protective equipment (PPE) management</li> <li>• Environmental cleaning and disinfection</li> <li>• Hand hygiene compliance monitoring</li> <li>• Healthcare-associated infection surveillance</li> <li>• IPC training for all staff</li> </ul>
<b>e. Biosafety and Biosecurity:</b>	<ul style="list-style-type: none"> <li>• Maintenance of appropriate biosafety levels in laboratory and clinical areas</li> <li>• Safe handling and transport of infectious specimens</li> <li>• Access control and security measures</li> <li>• Incident reporting and management</li> </ul>
<b>f. HVAC and Environmental Control:</b>	<ul style="list-style-type: none"> <li>• Maintenance of specialized ventilation systems</li> <li>• Negative pressure room management where applicable</li> <li>• Air filtration system maintenance</li> <li>• Temperature and humidity control</li> <li>• Regular system monitoring and validation</li> </ul>
<b>g. Waste Management:</b>	<ul style="list-style-type: none"> <li>• Segregation of infectious medical waste</li> <li>• Safe storage and transportation of biomedical waste</li> <li>• Operation of incinerator or arrangement with licensed waste disposal contractor</li> <li>• Compliance with biomedical waste management rules</li> <li>• Documentation and record-keeping</li> </ul>
<b>h. Digital Health Management:</b>	<ul style="list-style-type: none"> <li>• Implementation and maintenance of Health Information Management System (HIMS)</li> <li>• Laboratory Information Management System (LIMS)</li> </ul>

	<ul style="list-style-type: none"> <li>• Electronic medical records (EMR) for all patients</li> <li>• Disease surveillance and reporting system</li> <li>• Data security and confidentiality measures</li> </ul>
<b>i. Patient Support Services:</b>	<ul style="list-style-type: none"> <li>• Dietary services appropriate for infectious disease patients</li> <li>• Psychosocial support services</li> <li>• Discharge planning and follow-up</li> <li>• Patient and family counseling</li> <li>• Communication support</li> </ul>
<b>j. Emergency Response:</b>	<ul style="list-style-type: none"> <li>• 24/7 emergency services operational</li> <li>• Outbreak response capability</li> <li>• Surge capacity management during epidemics</li> <li>• Coordination with national and provincial health authorities</li> </ul>
<b>k. Human Resource Management:</b>	<ul style="list-style-type: none"> <li>• Recruitment, deployment, and retention of all staff</li> <li>• Continuous professional development and training</li> <li>• Staff health and safety programs</li> <li>• Performance management systems</li> <li>• Competitive compensation packages to attract qualified professionals</li> <li>• Specialized training in infectious disease management and IPC</li> </ul>
<b>l. Equipment and Infrastructure Management:</b>	<p>a. Maintain all medical equipment including:</p> <ul style="list-style-type: none"> <li>• ICU equipment (ventilators, monitors, infusion pumps)</li> <li>• Laboratory equipment</li> <li>• Diagnostic equipment</li> <li>• HVAC systems</li> <li>• Fire safety systems</li> <li>• CCTV and security systems</li> <li>• HIMS and LIMS</li> </ul> <p>b. Ensure proper functioning of:</p> <ul style="list-style-type: none"> <li>• Specialized ventilation and air filtration systems</li> <li>• Isolation room negative pressure systems</li> <li>• Emergency power backup</li> <li>• Water supply and treatment</li> <li>• Medical gas supply systems</li> </ul>
<b>m. Supply Chain and Logistics:</b>	<ul style="list-style-type: none"> <li>• Procurement of medicines, supplies, and consumables</li> <li>• Inventory management systems</li> <li>• Quality assurance of supplies</li> <li>• Cold chain management where required</li> <li>• PPE and IPC supplies</li> <li>• Laboratory reagents and consumables</li> </ul>
<b>n. Disease Surveillance and Reporting:</b>	<ul style="list-style-type: none"> <li>• Timely reporting of notifiable diseases to NIH/Authority</li> <li>• Participation in national disease surveillance systems</li> <li>• Data sharing for public health purposes</li> <li>• Outbreak investigation support</li> </ul>

	<ul style="list-style-type: none"> <li>• Compliance with International Health Regulations (IHR)</li> </ul>
<b>o. Quality Assurance and Accreditation:</b>	<ul style="list-style-type: none"> <li>• Implement quality management systems</li> <li>• Work towards national and international accreditation</li> <li>• Regular internal and external audits</li> <li>• Patient satisfaction surveys</li> <li>• Continuous quality improvement initiatives</li> </ul>
<b>p. Emergency Preparedness and Response:</b>	<ul style="list-style-type: none"> <li>• Maintain surge capacity plans for epidemics/pandemics</li> <li>• Participate in national emergency response</li> <li>• Coordinate with disaster management authorities</li> <li>• Conduct regular emergency drills</li> <li>• Maintain emergency supplies and equipment</li> </ul>
<b>r. Financial Management and Reporting:</b>	<ul style="list-style-type: none"> <li>• Maintain comprehensive financial records</li> <li>• Submit regular financial reports to Authority</li> <li>• Undergo annual audits by reputable independent firms</li> <li>• Cooperate with Auditor General of Pakistan for government-related audits</li> <li>• Transparent fee structure for services where applicable</li> </ul>
<b>s. Patient Services Fee Structure:</b>	<ul style="list-style-type: none"> <li>• Provide services to government-referred patients as per agreed terms</li> <li>• Establish transparent fee structure for services</li> <li>• Provision for subsidized/free care for economically disadvantaged patients</li> <li>• Insurance and third-party billing arrangements</li> <li>• Clear billing and payment policies</li> </ul>
<b>t. Information Technology and Digital Systems:</b>	<ul style="list-style-type: none"> <li>• Implement and maintain HIMS and LMIS</li> <li>• Ensure cybersecurity measures</li> <li>• Data backup and disaster recovery systems</li> <li>• Interoperability with national health information systems</li> <li>• Telemedicine capabilities where appropriate</li> </ul>
<b>u. Research and Training:</b>	<ul style="list-style-type: none"> <li>• Support research activities in infectious diseases</li> <li>• Serve as training site for healthcare professionals</li> <li>• Continuing medical education programs</li> <li>• Collaboration with academic institutions</li> <li>• Knowledge dissemination through publications and conferences</li> </ul>
<b>v. Miscellaneous Requirements:</b>	<ul style="list-style-type: none"> <li>• Network (LAN) connectivity for all digital systems</li> <li>• Broadband internet for communications and telemedicine</li> <li>• Fire safety measures and regular inspections</li> <li>• Security services for facility and personnel</li> <li>• Ambulance services for patient transfer if required</li> <li>• Maintenance of appropriate licensure and registrations</li> </ul>
<b>w. Asset Management and Handover:</b>	Maintain all project-related assets in good working condition and transfer them to Authority at the end of the Concession Period.

## 2. Regional Blood Centre (RBC)

Scope of Services includes:

ACTIVITIES	DETAILED SCOPE OF WORK
<b>a. Operations and Maintenance</b>	Full operational management and maintenance of the Regional Blood Centre (RBC) in Islamabad.
<b>b. Blood Production and Supply</b>	Collection, processing, testing, storage, and distribution of blood and blood components in compliance with Good Manufacturing Practices (GMP) and Good Laboratory Practices (GLP).
<b>c. Core Functions</b>	<ul style="list-style-type: none"> <li>• Mobilization of voluntary, non-remunerated blood donors</li> <li>• Blood collection, processing, screening, and component preparation</li> <li>• Safe storage, labelling, and distribution to linked Hospital Blood Banks (HBBs).</li> </ul>
<b>d. Traceability and Quality Control</b>	Establish complete traceability from donor to recipient, including identification, record management, and monitoring of adverse reactions.
<b>e. Digital Inventory Management</b>	Maintain a centralized digital inventory for the RBC and all linked HBBBs using a secure database.
<b>f. Supply Chain and Logistics</b>	Ensure temperature-controlled transportation of blood and components to HBBs, including emergency deliveries.
<b>g. Hospital Blood Banks (HBBs)</b>	Equip and support HBBs to manage storage, compatibility testing, and transfusion monitoring in coordination with RBC.
<b>h. Facility Inspection and Operationalization</b>	Inspect facilities provided by Authority, submit operationalization plan with timelines, and commence services post-award of Effective Date.
<b>i. Compliance with GMP and GLP</b>	Ensure adoption of recommended screening protocols, staff training, LMIS implementation, component preparation, documentation, cold chain maintenance, quarantine storage, and donor management.
<b>j. Donor Mobilization</b>	Develop and implement a communication strategy to attract and ensure periodic voluntary blood donations.
<b>k. Transportation and Distribution</b>	Transport blood and components in temperature-controlled vehicles as per international standards.
<b>l. Human Resources</b>	Provide all HR required for operation and maintenance of RBC and linked HBBs.
<b>m. Asset Transfer</b>	Transfer all project-related assets to MoNHSRC upon expiry of the Concession Period.
<b>n. Reporting</b>	Submit regular operational and compliance reports to MoNHSRC as per concession agreement.
<b>o. Emergency Supply Protocol</b>	Ensure unscheduled emergency blood supply to any HBBB upon demand within reasonable time.
<b>p. Best Practice Compliance</b>	Implement national and international best practices and ensure compliance with all KPIs set by MoNHSRC.

ACTIVITIES	DETAILED SCOPE OF WORK
<b>q. Tax Obligations</b>	Private partner shall be liable for all applicable federal, provincial, and local taxes.
<b>r. Waste Management and Disposal</b>	Ensure safe disposal of expired or contaminated blood, equipment, and biohazardous waste per environmental regulations; develop protocols for handling, storage, and offsite disposal.
<b>s. Financial Management and Reporting</b>	Maintain proper accounts reflecting operations, resources, and expenditures; MoNHSRC may conduct periodic reviews.
<b>t. Financial Audit</b>	Conduct annual audits via independent firm; AGP retains the right to audit accounts related to government funds.
<b>u. ICT and Safety Infrastructure</b>	Ensure LAN cabling for systems, broadband connectivity for online services, and fire safety provisions at the facility.

## **VOLUME II: DRAFT CONCESSION AGREEMENT**

---

- **ANNEXURE 3 – DRAFT CONCESSION AGREEMENT**

# CONCESSION AGREEMENT

---

BY & BETWEEN

**MINISTRY OF NATIONAL HEALTH SERVICES, REGULATION & COORDINATION**

&

(OPERATOR)

DATED

**As of [·] [·], 20\_\_\_\_\_**

AT

**ISLAMABAD, PAKISTAN**

---

## CONCESSION AGREEMENT

---

This “**CONCESSION AGREEMENT**” is made as of this [•] day of [•], \_\_\_\_\_ (the “**Signing Date**”) at Islamabad, Pakistan:

### BY & BETWEEN

- (a) **GOVERNMENT OF PAKISTAN THROUGH MINISTRY OF NATIONAL HEALTH SERVICES, REGULATION & COORDINATION** (hereinafter referred to as the “**Authority**”, which expression shall include its successors-in-interest and permitted assigns),

### AND

- (b) \_\_\_\_\_ having its registered office located at \_\_\_\_\_ [(hereinafter referred to as the “**Operator**”, which expression shall include its successors-in-interest, administrators and permitted assigns).

### RECITALS

---

- A. The Government of Pakistan, acting through the Authority, is seeking to improve the quality of Health Services and service delivery in Islamabad by collaborating with the private sector and outsourcing the operation and management of Facility (Annex F) comprising of a 250-bed Isolation Hospital and Infection Treatment Centre and Regional Blood Centre with three (3) connected Hospital Blood Banks in Islamabad to the private sector under and pursuant to a management and services contract (the “Project”).
- B. In accordance with the requirements of the RFP and the terms of the Bid submitted by the Operator for the purposes of implementation of the Project and the Authority has agreed to grant to the Concessionaire the right and obligation to implement, operate and maintain the Project on the terms and conditions contained in this Agreement and the Concessionaire hereby accepts the same.
- C. The Operator acknowledges and confirms that it has, based on the RFP, undertaken a thorough due diligence (including technical, financial and legal due diligence) of the Project and its requirements, and on the basis of its independent satisfaction is entering into this Agreement for the purpose of accepting the Concession for the implementation of the Project, including but not limited to, operations and maintenance of the existing facilities in accordance with the terms and conditions of this Agreement.
- D. The Authority has decided to implement the Project by engaging the Operator for *inter alia* managing and operating the Facility in accordance with the Authority’s Services Scope and Operator’s Bid, governed by KPIs and Good Industry Practice, such that the Facility is equipped with appropriate facilities, infrastructure and other services that are generally required for their smooth operation and for meeting the KPIs.

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

## 1- DEFINITIONS AND INTERPRETATION

---

### 1.1 Definition

In this Agreement (including the Preamble and the Recitals), unless the context otherwise requires, the following terms shall have the following meanings:

**Abandonment or Abandoned** means the voluntary cessation of the implementation of the Project (including (without limitation) delivery of requisite services, Operation and Maintenance of the Concession Assets by the Concessionaire in accordance with the terms of this Agreement and/or the withdrawal of all, or substantially all, personnel by the Concessionaire from the Project Site;

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

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

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

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

"**Agreement Year Annuity Amount Payments**" means, in respect of an Agreement Year, the aggregate of all Annuity Amount Payments for the Facility for such Agreement Year.

"**Annuity Amount Payments**" means, in respect of Facility, the payments set out in the Annuity Amount Payment Schedule (**Annex B**) (as adjusted in terms of this Agreement) for the Facility that the Authority shall make to the Operator on a Quarterly basis in accordance with Article 8 of this Agreement, subject to the deductions, if applicable, as per performance with respect to agreed upon Key Performance Indicators.

"**Annuity Funding Date**" means in relation to each Facility:

- (i) in respect of the first (1st) Annuity Amount Payment Date, any date falling prior to the Effective Date
- (ii) in respect of Annuity Amount Payment Date, the date falling at least two (2) days prior such Annuity Amount Payment Date.

"**Annuity Amount Payment Adjustment**" means, in relation to an Annuity Amount Payment Date, the adjustment (being an amount in Pakistani Rupees) to be made to the Annuity Amount

Payment relating to such Annuity Amount Payment (excluding the first two Annuity Amount Payment Dates of Year 1) for the Facility, as calculated through application of the Annuity Amount Payment Adjustment Formula in accordance with Annex A (Annuity Amount Payment Adjustment Formula) and as set out in the Annuity Amount Payment Certificate.

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

"Annuity Amount Payment Adjustment Formula" means the formula for adjusting each Annuity Amount Payment relating to an Annuity Amount Payment Date due to the occurrence of Annuity Amount Payment Adjustment Events during the Annuity Amount Payment Evaluation Period relating to such Annuity Amount Payment Date, as set out in *ANNEX A (ANNUITY AMOUNT PAYMENT ADJUSTMENT FORMULA)*

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

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

"Annuity Amount Payment Evaluation Date" **means** in respect of each Annuity Amount Payment Date, the date falling sixty-one (61) days immediately prior to such Annuity Amount Payment Date.

"Annuity Amount Payment Evaluation Period" **means** in respect of each other Annuity Amount Payment Date, the period between the two (2) Annuity Amount Payment Evaluation Dates falling immediately prior to such Annuity Amount Payment Date.

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

**"Annuity Amount Payment Adjustment Formula"** means the formula for adjusting each Annuity Amount Payment relating to an Annuity Amount Payment Date for the Facility due to occurrence of Annuity Amount Payment Adjustment Events during the Annuity Amount Payment Evaluation Period at the Facility relating to such Annuity Amount Payment Date, as set out in *ANNEX A (Annuity Amount Payment Adjustment Formula)*.

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

**"Annuity Amount Payment Schedule"** means, in respect of the Facility, the schedule setting out, *inter alia*, the Annuity Amount Payment Dates and the Annuity Amount Payments for the Facility, as set out in *ANNEX B (Annuity Amount Payment Schedule)*.

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

**"Applicable Permits"** means any permissions, clearances, concessions, authorizations, consents, licenses, permits, waiver, privileges, rulings, exemptions, no objections, resolutions, filings, orders, notarizations, lodgments or registrations or approvals of whatsoever nature that are required to be obtained from time to time in connection with the Project and for undertaking,

performing or discharging the obligations contemplated by this Agreement, Annex N (Applicable Permits) in accordance with the Applicable Laws.

"**Arbitration**" has the meaning given in Article 18.2.1.

"**Arbitration Act**" means the Pakistan Arbitration Act, 1940. "**Arbitrator**" has the meaning given in Article 18.2.1.

"**Authority**" has the meaning given in the Preamble.

"**Authority Annuity Amount Payment Account**" means bank account maintained by the Authority with the Authority Annuity Amount Payment Bank and already notified to the Operator and the Independent Expert as an Authority Condition Precedent.

"**Authority Annuity Amount Payment Account Bank**" means an Escrow Account maintained at \_\_\_\_\_ Bank .

"**Authority Annuity Amount Payment Account Standing Instruction** have meaning ascribed thereto in Article 8.5.2..

"**Authority's Employees**" means, in respect of the Facility, the employees of the Authority at the Facility handed over to the Operator, including any replacements thereof, which employees are to be employed by the Operator at the Facility in accordance with this Agreement or as may be determined by the Authority in consultation with the Operator.

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

"**Authority Employees**" means the employees of the Authority at the Facility, as set out in **ANNEX C (Authority Employees)**;

"**Award**" has the meaning given in Article 18.2.4.

"**Capacity Test**" means the doctor capacity / Training need assessment test to be conducted by the Operator to ascertain the capacity and Training needs of the Authority's Employees being retained by the Operator, which test shall be conducted in accordance with **ANNEX D (Guidelines For Capacity Test)**.

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

"**Change in Law**" means the occurrence of any of the following subsequent to the Signing Date:

- (i) the modification, amendment, variation, alteration or repeal of any existing Applicable Law; or
- (ii) the coming into effect of any new Applicable Law;
- (iii) changes in the interpretation, application or enforcement of any Applicable Law or judgment by any court/ Government Authority;

- (iv) the introduction of the requirement for the Operator to obtain any new Applicable Permits; or
- (v) the introduction of any Taxes and/ any modification, amendment, variation, alteration or repeal of any existing Applicable Law related to the Taxes or health facilities management provided that Change in Law shall not include:
  - (i) any statute that has been published in draft bill form or as a bill that has been placed before the legislature or that has been passed by the relevant legislature as a bill but has not come into effect prior to the Signing Date, which is not in the public domain; or
  - (ii) a draft regulation or statutory instrument or delegated legislation that has been published prior to the Signing Date and which is in the public domain.
  - (iii) any change in any withholding tax, or other similar Taxes, on income or dividends or other distributions distributed by the Operator; or
  - (iv) the coming into effect of, on or after the Bid Due Date, any provision of a Law, already gazetted in accordance with the Applicable Laws.

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

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

**"Concession Period"** means the period of the Concession specified in Article3.2.1.

**"Conditions Precedent"** means the obligations of the Operator that are set out at Article 2.2.

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

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

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

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

**"Day"** means a 24 (Twenty Four) hour period beginning and ending at 12:00 midnight Pakistan Standard Time.

**"Dispute"** has the meaning given in Article18.

**"Effective Date"** means the date notified by Independent Expert to the Authority and the Operator as being the date on which the Conditions Precedent are fulfilled, deferred, or waived.

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

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

**"Employees"** has the meaning given to that term in Article 7.8.4.

**"EoD Remedy Period"** has the meaning given in Article16.2.1.

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

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

**"Expert"** means any Person, body or organization of repute with recognized technical/professional expertise in respect of any field, matter or subject relevant for the purpose of this Agreement.

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

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

**"Facility"** means the facility as set out in detail in **ANNEX F (Facility)**.

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

**"Financial Bid"** means a financial proposal, including subsequent clarifications, submitted by the Operator in respect of the Request for Proposals for the facility, as annexed with ANNEX B (Annuity Amount Payment Schedule).

**"Financial Model"** means the cost of the activities and items estimated on a yearly basis for the Concession Period based on strategies and strengths as listed in the Technical Proposal of the Operator and for the fulfillment of the methodologies set to achieve the KPIs and Scope of Work as listed in this Concession Agreement and the Financial Bid, as annexed with ANNEX P (Financial Model).

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

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

**"Force Majeure Event"** has the meaning given in Article14.1.1. **"Force Majeure Notice"** has the meaning given in Article 14.1.1.

**"Force Majeure Period"** means the period commencing from, subject to Article14.2, the date of

occurrence of a Force Majeure Event and ending on the earlier of: (a) the date on which the Affected Party resumes or should have resumed such of its obligations the performance of which it was excused in terms of Article 14; or (b) the Termination Date of the Agreement; as applicable.

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

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

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

**"Good Industry Practice"** means the exercise of that degree of skill, diligence and prudence, and those practices, methods, specifications and standards of medical practice, management, safety and performance, as may change from time to time and which would reasonably and ordinarily be expected to be used by a skilled and experienced manager or operator engaged in the operation and management of hospitals and facilities of the type and size similar to the Project.

**"GoP"** means the Government of Pakistan.

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

"Handing Over" means:

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

**"Handing Over Criteria"** means the criteria for hand-over the Facility by the Authority to the Operator, as set out in **ANNEX G (Handing Over Criteria)**.

**"Independent Expert"** shall be an independent third-party Expert jointly appointed by the Parties in accordance with Article 7.1.2 read with **ANNEX H (Terms of Reference For Independent Expert)**, who shall have the duties and functions stated in this Agreement.

"Installation Planning and Preparation Period" A three (3) months mobilization period commencing from the Effective Date and ending on the last day of third month.

"Installation Planning and Preparation Period Notification" shall mean a notification jointly issued by the IA and IE on the date marking three (3) months from the Effective Date. This period may be extended further due to reasonable, unavoidable circumstances or exceptional cases, with the

mutual consent of the Parties. In the event of a delay, the notification must be issued within an additional thirty (30) days, with reasons recorded in writing.

**"KPI Audit"** means the quarterly review and evaluation of the Operator's performance against the Key Performance Indicators (KPIs) conducted by the Independent Expert or any authorized entity in accordance with the provisions of this Agreement.

The Operator shall ensure it is set to achieve the agreed KPIs not later than three months from date of first release of payment from Authority.

**"KPIs"** means, in respect of the Facility the Key Performance Indicators regarding the Operator's performance of Services under this Agreement for the Facility, as set out in **ANNEX I (Scope of Work & KPIs)**.

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

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

**"Long-stop Date"** means the date falling 30 (Thirty) Days with effect from the effectiveness of this Agreement or extended further on account of any reasonable unavoidable circumstances and exceptional case with mutual consent of the Parties.

**"Management Fee"** means the fee against the costs incurred by the Operator for the use of its organizational resources and shared services, including but not limited to finance, human resources, information technology, audit, legal, procurement, and monitoring and evaluation functions, that support the management and operation of the Facility. The Management Fee shall be calculated at the rate of \_\_\_ percent (\_\_\_%) of the approved annual operational budget of the Facility. The cost head 'Management Fee' shall be utilized for the deductions (if any) during any Annuity Amount Payment Adjustments based on the evaluation of the Key Performance Indicators (KPIs) in accordance with the RFP, including this Agreement.

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

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

**"Non-Performing Employees"** has the meaning given to it in Article 7.8.3.1.

**"Non Political Event"** has the meaning given in Article 14.1.1.

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

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

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

"**Operator**" shall bear the meaning given to it in the Preamble.

"**Operator Annuity Amount Payment Account**" means the bank account to be established and maintained by the Operator in Islamabad and notified to the Authority as an Operator Condition Precedent;

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

"**Operator Event of Default**" means any or all of the events that are listed at Article 15.1.

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

"**O&M**" means the operation and maintenance of the Facility during the Services Period and includes, all matters connected with or incidental to operations and maintenance of the Facility and provision of Services to the Authority.

"**Pakistan**" means the Islamic Republic of Pakistan.

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

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

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

as set out in the Annuity Amount Payment Certificate for such Facility.

"**Payment Error**" has the meaning given in Article 7.6.7.

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

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

"**Periodic**" means quarterly for KPIs and annually for Financial.

"**Permitted Events**" means:

- (a) Force Majeure Events;
- (b) Authority Events of Default; and
- (c) a Change in Law or Lapse of Consent, provided in lapse of consent the Authority is not responsible to maintain it,

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

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

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

"**Force Majeure Event**" has the meaning given in Article 14.1.2(b)

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

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

(a) which applies specifically to:

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

and

(b) which was not reasonably foreseeable by the Operator as at the Signing Date.

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

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

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

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

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

"**Services**" means the services that are provided by the Operator to the Authority in accordance with the terms of this Agreement, in particular the scope of work of the Operator set out in **ANNEX I (Scope of Work & KPIs)**.

"**Services Period**" means the period of ten years and three months (10.3) years commencing on the Effective Date and ending on the earlier to occur of: (a) the date of expiration of the Concession Period; and (b) the Termination Date, as applicable.

"**Signing Date**" has the meaning given in the Preamble.

"**Single-Line Fund Transfer**" means the consolidated transfer of funds by the Authority to the Operator in one installment or as otherwise agreed, covering the Annuity Payment of the Facility, without any sub-line item restrictions, enabling the Operator to allocate and utilize the funds as per project needs and priorities.

**“Successful Facility”** mean, in respect of the Facility, the Facility meets its respective KPIs and delivers quality health services aligned with the ‘*National Health Goals*’ set by the Authority.

**“Taking-Over Criteria”** means the criteria for take-over of the Facility by the Authority in accordance with this Agreement, as set out in **ANNEX J (Taking-Over Criteria)**.

**“Taxes”** means all taxes, levies, imposts, cesses, duties and other forms of taxation, including (but without limitation) income tax, sales tax, value added tax, service tax, octroi, entry tax, corporation profits tax, advance corporation tax, capital gains tax, residential and property tax, customs and other import and export duties, excise duties, stamp duty or capital duty, and any interest, surcharge, penalty or fine in connection therewith which may be payable by the Operator. **“Technical Bid”** means a technical proposal, including subsequent clarifications, submitted by the Operator in respect of the Request for Proposals for the Facility, as details set out in ANNEX Q (TECHNICAL PROPOSAL OF THE OPERATOR).

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

**“Termination Compensation”** means the compensation payable to the Authority, in accordance with this Agreement upon Termination.

**“Termination Date”** means the date on which this Agreement and the Concession here under are terminated by a Termination Notice.

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

**“Termination Payment Date”** means the date falling ninety (90) days following the Termination Date;

**“Threshold Limit”** means, in respect of an Agreement Year, an amount equal to one-twelfth (1/12) of the Agreement Year Annuity Amount Payments for such Agreement Year.

**“Training”** means the organized and formal procedure by which Facility-Based-Staff gain knowledge and/or skill for a definite purpose and refers to the medical services and learning activities carried on for the primary purpose of helping members of an organization acquire and apply the knowledge, skills, abilities, and attitudes needed by a particular job and organization to create positive attitudes through clarifying the behaviors and attitudes that are expected from the Employees.

**“Transfer Criteria”** means the criteria established and agreed upon by the Parties to transfer the Project and the associated Assets to the Authority by the Operator as per Annex [x];

**“Transfer Date”** means:

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

**“Unscheduled Outage”** has the meaning given in Article 7.4.3.

## **1.2 Rules of Interpretation**

1.2.1 In this Agreement unless the context otherwise requires:

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

## **2 CONDITIONS PRECEDENT**

---

### **2.1 Effectiveness of The Agreement**

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

### **2.2 Operator's Conditions Precedent**

2.2.1 The Operator shall satisfy or procure the satisfaction of the following Conditions Precedent as soon as reasonably possible and in any event by the Long-stop Date and give notice to the Authority no later than 15 (Fifteen) working days after the date of satisfaction of each condition.

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

- (a) submitting to the Authority certified true copies of all resolutions adopted by the board of directors (or other equivalent body) of the Operator authorizing execution, delivery and performance of this Agreement;
- (b) providing certified copies of all Applicable Permits that are required for all activities contemplated under this Agreement including operation of the Facility;
- (c) submitting the Performance Security to the Authority as contemplated in Article 5.1; and
- (d) the Operator shall have opened up the Operator Annuity Amount Payment Account and notified the same to the Authority and Independent Expert;

in each case, in such form as may be satisfactory to the Authority (acting reasonably).

### **2.3 Authority's Condition Precedent**

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

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

- (a) The unconditional physical transfer and formal vesting of the Facility, including all associated assets and appurtenances in accordance with the Annex G (Handing Over Criteria).
- (b) the Authority has opened up the Authority Annuity Amount Payment Account and has funded it up to the first two Payable Annuity Amount Payment;
- (c) Issuance of Standing Instructions to the Authority Annuity Amount Payment Bank as set out in Article 8.5 signed by the Authority and the Operator and annexed as Annex M (Standing Instructions);

- (d) The Authority has cleared all outstanding bills including, electricity, gas, water & conservancy and other utilities bills, and all taxes including property tax, local government tax and any other taxes and levies due up till the Handing over Date

in each case, in such form as may be satisfactory to the Operator (acting reasonably).

## **2.4 Joint Condition Precedent**

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

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

1. jointly execute Independent Expert Agreement, as contemplated in Article 7.1.2;
2. jointly appointing the escrow bank and executing the escrow agreement; and
3. the Independent Expert has verified and certified that the Handing Over Criteria and all requirements of the same have been satisfied, waived and/or deferred.

## **2.5 Effective Date**

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

## **2.6 Consequences of Failure To Fulfill The Condition Precedent**

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

On such termination, the Authority shall be entitled to draw on the Performance Security of the Operator (and if the Performance Security has not been submitted by the Long-stop Date, deduct an amount equal to the Performance Security to be established in terms of this Agreement from the amounts due and payable to the operator) in its entirety, as a genuine pre-estimate of and reasonable compensation for loss and damages caused to the Authority as a result of the Operator's failure to fulfill the Conditions Precedent and implement the Project in accordance with the terms of this Agreement.

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

- 2.6.3 If the Parties fail to fulfill any of the Conditions Precedent that they are required to fulfill under Article 2.4 by the Long-stop Date (unless waived or deferred by the mutual consent of the Parties), either Party shall be entitled to terminate this Agreement by issuing a written notice of 30 (Thirty) Days to the other Party.
- 2.6.4 On termination of this Agreement pursuant to Articles 2.6.2 or 2.6.3 above, the Authority shall return the Performance Security to the Operator if the same has been received by the Authority. For sake of clarity, the Authority shall not draw on the Performance Security in case of termination due to the Authority's failure to fulfill any of the Conditions Precedent. The Parties further agree that in case of termination of this Agreement for whatever reason prior to the Effective Date, the Authority shall not be liable to compensate the Operator in respect of such termination.

### **3 GRANT OF CONCESSION AND CONCESSION PERIOD**

---

#### **3.1 Grant Of The Concession**

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

#### **3.2 Concession Period**

- 3.2.1 Subject to early termination in accordance with this Agreement, the Concession is granted for a period of ten (10) years and three (3) months, commencing from the Effective Date (the "**Concession Period**").
- 3.2.2 Notwithstanding anything to the contrary stated in this Agreement, the Operator may request an extension of the Concession Period at any time at least one (1) year prior to the Expiry of Concession Period, provided that at the time of the request, the Operator is materially in compliance with its obligations under this Agreement and is not otherwise facing a default therein. The Authority has a right to accept or reject this request for an extension in accordance with Applicable Laws and mutually agreed upon terms and conditions applicable to such extension, if any.

#### **3.3 Right, Title And Interest In The Facility**

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

### **3.4 Improvement In The Facility**

- 3.4.1 The Parties agree that the Operator shall be free to purchase, at its own cost and expense, assets, equipment or other medical aids required to be used in the Facility, in particular those that assist the Operator in fulfilling the KPIs and/or implementing Scope of Work as described in the Authority's Request for Proposal, and the Operator's Technical Bid and Financial Bid of the Project. The Operator shall from time to time also replace the obsolete equipment and assets being used in the Facility with new assets and equipment at its own cost. The Parties further agree that all such assets, equipment or other medical aids (whether originally provided by the Authority, rehabilitated or purchased or replaced by the Operator) shall be the property of the Authority and shall be handed over to the Authority, free from any encumbrances on the Transfer Date.
- 3.4.2 The Operator shall be free to use its own personal assets in the Facility; the ownership whereof shall remain with the Operator provided that such assets are verified by the Independent Expert and approved by the Authority for the use in the Project Facilities.

### **3.5 Authority's Assistance**

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

### **3.6 Expiry Of Concession Period**

- 3.6.1 Upon occurrence of the Expiry Date, the Operator shall hand-over the Facility to the Authority on the Transfer Date and in accordance with the **Annex J (Taking-Over Criteria)**.

## **4 GENERAL COVENANTS**

---

### **4.1 Covenants During The Service Period**

b.

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

Services Period;

- (p) it shall, as reasonably possible, ensure expenditure and costs associated with the performance of the obligations as contemplated under the Concession Agreement in pursuance of the Financial Bid, having taken into account the optimal utilization of the Facility;
- (q) it shall comply with all the environmental standards as applicable to such Facilities as well as management of hazardous waste management;
- (r) it shall ensure compliance with all Applicable Laws; and
- (s) it shall undertake, at its own cost and expense, the responsibility of provision of security of the Facility.
- (t) it shall bear the responsibility for arranging, mobilizing, and maintaining financing required during IPP and O&M Phase for the performance of its obligations under this Agreement, including but not limited to upfront expenditure on repair/ refurbishment (if any), and working capital requirements necessary for the uninterrupted operation of the Facility.
- (u) It acknowledges that the Project is structured on a philanthropic model and agrees that it shall contribute not less than twenty percent (20%) of the annual Operational Expenditure through donations or other philanthropic financing. The Operator's contribution ("Co-Funding Amount") shall be deposited on a quarterly basis, prior to the submission of any invoice or request for Annuity Amount Payment to the Authority. The Co-Funding Amount shall be deposited into the Operator's Annuity Payment Account established under this Agreement. Such deposits shall be made in cleared funds and in accordance with the timelines, formats, and procedures stipulated by the Authority or prescribed under the escrow arrangements.

4.1.2 At all times before, during or after the Services Period, the Operator shall hold harmless and indemnify the Authority from and against all loss, liability, damage, cost, expense, interest, fines, penalties, claims and amounts paid in settlement, suffered, incurred, paid or payable by the Authority in relation to or arising from the Operator's use of the Facility or any part thereof. Notwithstanding anything to the contrary, all risks (including any claims and liabilities) relating to the right, title and interests of the Authority in the Facility or any part thereof shall, during or after the Services Period, vest with the Authority.

4.1.3 Notwithstanding anything to the contrary contained in Article 4.1.1 above, the Operator agrees that:

- (a) The Authority and its representatives/ nominees shall have full rights to enter upon, access and utilize the Facility, call any record for the purpose of monitoring the performance and activities of the Operator under this Agreement with reasonable prior notice or pursuant to this Agreement in an Emergency;
- (b) The Authority and the Independent Expert shall have full rights to enter upon, access and utilize the Facility, call any record for the purpose of exercising their rights and fulfillment of their duties under this Agreement; and
- (c) Government Authorities shall have the right to enter upon and access the Facility or call any record in accordance with the Applicable Law,

provided that such access does not unreasonably interfere with or hinder the performance of the Operator's obligations under this Agreement. The Authority shall use its best endeavors to notify

the Operator prior to exercising any rights under this Article 4.1.3.

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

## **5 PERFORMANCE SECURITY**

---

5.1 Prior to the Signing Date of the Concession Agreement and within the time period specified in the Authority's Notification of Award, the Operator shall submit to the Authority an unconditional and irrevocable on demand bank guarantee or standby letter of credit, issued by a scheduled bank operating in Pakistan that is reasonably acceptable to the Authority, having a long-term credit rating of at least "A-" according to the PACRA rating scale for financial institutions, for an amount \_\_\_\_\_ that is equal to ten percent (10%) of the Operating Cost of first year of Operations as set out at **ANNEX L (Form of Performance Security)**, to secure the due performance of the Operator's obligations during the Services Period and for the purposes set out in Article 2.6 and this Article 5 (the "**Performance Security**").

5.2 The Operator shall maintain the Performance Security in full force and effect from the date on which it is issued until the date falling 180 (One Hundred and Eighty) Days following the last Day of the Services Period (the "**Performance Security Expiry Date**"), at which date the Performance Security shall be released.

If the Performance Security is scheduled to expire prior to the Performance Security Expiry Date, then the Operator shall notify the Authority of the same at least 30 (Thirty) Days prior to the scheduled expiry of the Performance Security, and the Operator shall (notwithstanding such notification) arrange for an extension of the Performance Security such that it remains valid and in full force and effect until the Performance Security Expiry Date. If the Operator fails to extend the Performance Security in terms of this Article 5.2, the Authority shall be entitled to drawdown the Performance Security (without any notice, reference or prior recourse to the Operator or any other Person) in full. The amount so received shall be treated as a cash-retention and to the extent that there are no outstanding claims thereto, shall be released upon submission of a new Performance Security acceptable to the Authority or upon the Performance Security Expiry Date.

5.3 The Authority shall have the right to draw on the Performance Security upon the Operator's failure to honor any of its obligations, responsibilities or commitments under this Agreement after due notice and cure period before encashment. In addition, the Authority shall have the right to draw on the Performance Security (without any notice, reference or prior recourse to the Operator or any other Person), as applicable, in accordance with Article 2.6.

## **6 FACILITY TIMINGS AND SHIFTS**

---

### **6.1 TIMINGS**

6.1.1 The Facility Timings shall be notified by the Authority from time to time through notification. The provisions of this Agreement shall be applicable on the Facility.

6.1.2 Unless expressly specified otherwise in the RFP, the Facility after finishing of the IPP Period shall be operational 24 hours a day during the Concession Period.

## 7 SERVICE PERIOD

---

### 7.1 Independent Expert

- 7.1.1 The Independent Expert shall be a Category-A audit firm duly listed on the State Bank of Pakistan's Panel of Auditors. The IE shall, as required, engage suitably qualified health sector specialists for the purpose of conducting technical assessments, inspections, and performance evaluations under this Agreement.
- 7.1.2 Unless the Independent Expert already appointed, as a Condition Precedent to the Effective Date, the Parties shall jointly appoint an Expert to fulfill the duties and obligations of the Independent Expert during the Services Period (the "**Independent Expert**"). The procedure for, the terms of appointment and the scope of work of the Independent Expert are set out at **ANNEX H (Terms of Reference For Independent Expert)**.
- 7.1.3 All fees, costs, charges and expenses payable to the Independent Expert shall be solely borne by the Operator from Project Budget, notwithstanding that the Independent Expert shall be jointly appointed by the Authority and the Operator. Further, notwithstanding that the fees, costs, charges and expenses payable to the Independent Expert shall be borne by the Operator:
1. the Independent Expert shall act independently and in an unbiased manner and shall perform their services for the benefit and in the best interests of the Project and not that of any other Person or entity and shall not act on any instructions issued by any Party in respect of the Project unless the same are:
    - a. contemplated by this Agreement to be issued by such party; or
    - b. jointly issued by the Parties;
  2. the Independent Expert shall be independent monitors, Experts and/or auditors and shall not be considered employees, agents or representatives of the Parties or any other stakeholder in the Project or any affiliate of any of them, for any purpose.

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

- 7.1.4 The Parties may replace Independent Expert in any of the following circumstances:
- (a) if the Independent Expert have not discharged their duties in accordance with the Concession Agreement and Independent Expert Agreement;
  - (b) if the Parties mutually agree not to renew the appointment of the Independent Expert; or
  - (c) if Independent Expert tenders its resignation in accordance with the terms of their appointment.
  - (d) a material breach of the Independent Auditor and/ or Independent Expert of any of its obligations under this Agreement; and
  - (e) if any of the Parties have reason to believe the Independent Auditor and/ or Independent Expert have not discharged their duties in a fair, appropriate, objective, reasonable, and diligent manner.

The Parties shall comply with **ANNEX H (Terms of Reference For Independent Expert)** in appointing such replacement Independent Expert.

- 7.1.5 The Independent Expert shall be required to act independently, reasonably, fairly and expeditiously in fulfilling its duties and obligations under this Agreement.
- 7.1.6 The Independent Expert shall at all times during the Services Period, have the right to enter upon and access the Facility to check the Operator's Project execution and Services performance, including its cross-verification of related record or any other aspect on the part of the Operator's obligation as specified under the RFP at any time during the Concession Period. The Operator and the Authority designated officer/nominee shall have the right to accompany Independent Expert during their attendance at the Facility. The Independent Expert shall have no authority to delay or hinder the performance of the Services, except as expressly specified in this Agreement.
- 7.1.7 The Operator agrees that notwithstanding any approval (including any deemed approval) of, review by or compliance with the instructions of Independent Expert, the Operator shall be solely responsible for the Services and shall bear all risk and liability for the same.
- 7.1.8 The Independent Expert shall undertake both qualitative and quantitative assessments for each evaluation period and shall prepare and issue a performance certification in accordance with the provisions of this Agreement. Such certification shall be submitted to the Escrow Bank and shall constitute the basis for the release of payments to the Operator, after making any deductions attributable to performance shortfalls, penalties, or other adjustments specified herein.

## **7.2 Commencement Of Performance Of Services**

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

## **7.3 General Requirements**

- 7.3.1 The Operator, in order to convert each Facility into a Successful Facility, shall undertake and be responsible for the O&M, including repair and maintenance, of each Facility and shall perform the Services in a manner that is in compliance with the KPIs, the Operator's scope set out in the RFP and the Technical Proposal submitted by the Operator, the Applicable Laws, the Applicable Permits and Good Industry Practice.
- 7.3.2 The Operator shall undertake the O&M of the Facility and perform the Services itself and/ or through its employees and agents possessing the requisite technical, financial, managerial and medical expertise and capability.
- 7.3.3 The Operator shall at all times during the Services Period, provide the Authority with reasonable prior notice, the Independent Expert and their representatives with reasonable access to the Facility for monitoring of the Services and for conducting inspections and audits in accordance with this Agreement.
- 7.3.4 The Operator shall develop and implement a safety and surveillance program for the Facility, comply with the safety regulations and adopt appropriate safeguards and measures for security of environment, human life and property at the Facility in accordance with the Applicable Laws and Good Industry Practice.
- 7.3.5 The Operator shall ensure inclusivity in the Facility listed in ANNEX F (FACILITY), including providing a gender-sensitive environment to all patients and employees.

## **7.4 Operator's Operational Responsibilities**

7.4.1 Notwithstanding anything contained elsewhere in the Agreement, the Operator shall be obliged, under the terms of this Agreement to perform following responsibilities as and when same arise pertaining performances with respect to:

**(a) Installation & Planning Period:**

For the purposes of this Agreement, the term "IPP: Installation & Planning Period" shall mean the duration of three (3) months commencing on the Effective Date, during which the Contractor shall undertake, complete, and ensure the readiness of the Project Facilities for full commercial operation.

- i. installation, rehabilitations, set up works including repair and maintenance activities;
- ii. procurement of necessary equipment, tools, procedure and medical and non-medical, diagnostic supplies for the use in the Project operations;
- iii. establishing Health Management Information system through Independent Expert;
- iv. ensuring proper provision of utilities and equipment for emergency electrical outages and load shedding; and
- v. any other complimentary or supplementary works or arrangement of provisions for the efficient use and operations of the Project Facilities.

The IPP shall be deemed complete only upon the IE's certification that all Project Facilities are fully constructed, equipped, staffed, and tested in accordance with the specifications and performance standards set forth in this Agreement.

**(b) Operations Period:**

During the Operations phase, without prejudice to any thing contained elsewhere in the Agreement, the Operator shall:

- Maintain and operate the Facility per scope of work, KPIs and Good Industry Practice,
- Train and manage all staff, including Authority Employees handed over,
- Maintain full operational readiness,
- Ensure availability of all staff, general and medical supplies throughout O&M period ,
- Maintenance of the hospital equipment and replacement as and when required,
- Safety and security measures,
- Ensure all Applicable Permits and compliance,
- Compliance and adherence to the Authority's polices and regulations from time to time,
- Maintain fully functional HMIS,
- Ensure facilities remain operational 24 hours throughout the Concession Period,
- Ensure timely periodic reporting, and
- Maintain books of records, audits, KPIs and performance tracking.

## **7.5 Repair And Maintenance Of the Facilities During Service Period**

7.5.1 The Operator shall maintain the Facility in line with Good Industry Practice, the Applicable Laws and the Applicable Permits and shall ensure that the Facility is fully operational throughout the Concession Period in accordance with this Agreement. The Operator shall carry out routine repairs and maintenance of the Facility in accordance with this Agreement as part of the Services so that the Facility meets its respective KPIs. Any repair and maintenance shall cause minimal disruption to the Facility. The repairs and maintenance shall be performed in such manner so that the

equipment, apparatus and other components of the Facility are in good working condition.

- 7.5.2 When the need arises for an unscheduled outage in order to undertake emergency maintenance during the Financial Year (the 'Unscheduled Outage'), the Operator shall advise the Authority of such need and the commencement and estimated duration of such work. The Authority may allow the Operator to schedule such an outage within a period of time that is reasonable under the circumstances and not exceeding the time required by Good Industry Practices. The Operator shall advise the Authority of the above matters by notice in writing, and the Authority shall respond within three (3) working days of receiving such notice. In case an extension is required in the Unscheduled Outage period, such extension shall be subject to the prior written approval of the Authority.
- 7.5.3 If the Operator ceases to operate any Facility for a period of seventy-two (72) consecutive hours, other than due to a Force Majeure Event or an Unscheduled Outage, then the Authority shall be entitled, upon giving a twenty-four (24) hours prior written notice, to step in and undertake O&M and perform the Services at such Facility until the Operator demonstrates to the satisfaction of the Authority that it can and will resume normal operation of such Facility. The Authority shall not be required to make any payments to the Operator during the time of step-in other than those payments that are already due and payable to the Operator under this Agreement prior to the time of step-in.

## **7.6 Applicable Permits And Applicable Laws**

- 7.6.1 The Operator shall make any applications required in respect of and obtain all Applicable Permits (Annex N) for the performance of the Services to the Authority, in accordance with the provisions of the Applicable Laws. The costs of complying with this requirement shall be borne solely by the Operator.
- 7.6.2 The Authority shall use reasonable endeavors to assist the Operator in obtaining the Applicable Permits from the relevant Government Authorities, provided that the Operator has complied with all the requirements contained in the Applicable Laws for applying for such Applicable Permits.
- 7.6.3 The Operator shall comply with the conditions of all Applicable Permits, the provisions of all Applicable Laws and with Good Industry Practice in carrying out the Services at the Facility at all times during the Services Period.
- 7.6.4 In the event of any Lapse of Consent, the Operator shall notify the same to the Authority (with a copy to the Independent Expert) within 3 (Three) Days after becoming aware thereof. Following receipt of such notification by the Authority, the Operator shall, within 3 (Three) days of its afore-stated notification, provide the Authority all documents and information notified by the Authority to the Operator in respect of such Lapse of Consent.

## **7.7 Records, Reporting, Accounts And Audits**

- 7.7.1 The Operator shall maintain records (in both soft and hard format) of all movable and immovable assets including, but not limited to, books, resources, machinery, furniture, fixtures, equipment, etc., and patients, staff, and compliance with the KPIs during the Services Period.
- 7.7.2 The Operator shall maintain books of accounts recording all payments received from the Authority and other revenues derived/collected by it from or on account of the Facility and the Services.
- 7.7.3 The Operator shall deliver to the Authority (with copies to the Independent Expert) the following reports within the time specified below:
- (a) Periodic reports (Quarterly/ annual), , as applicable in terms of this Agreement, relating to the performance of Services at the Facility, meeting/non-meeting of KPIs, compliance of applicable covenants (to be subsequently verified and certified by the Independent Expert) and a summary of the income (if any) received and expenditure incurred during such Quarter prepared as per list of reports set out in **ANNEX K (List of Periodic**

**Reports**), and delivered to the Authority in writing (by email and post) within 10 (Ten) Days after the end of each Quarter;

- (b) Reports on any critical damage or security lapse at the Facility leading to any interruptions or outages of the Facility to the Authority and Independent Expert, within 5 (Five) Days of each such occurrence;
- (c) reports on any material litigation (including any winding-up proceedings or notice to commence winding-up), proceedings or material disputes to which the Operator is a party, the appointment of a receiver or administrator in relation to the business or assets of the Operator and any adverse orders or judgments passed by any Government Authorities that affects or is likely to affect the performance of the Services, to the Authority and Independent Expert, as soon as reasonably possible after the occurrence of such events.

7.7.4 The Operator shall generate detailed invoices in terms of this Agreement to the Independent Expert claiming the expenditure incurred (along with the bills/ invoices for the amount spent) for the particular Quarter, including the Management Fee.

7.7.5 Without limiting the Operator's obligations under Applicable Laws, during the Services Period and for a period of 3 (Three) years thereafter, the Operator shall on demand produce to the Authority all such evidence as may be reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to any of the provisions of this Agreement.

The Operator shall make available to the Authority and the Independent Expert, all project books and records maintained by the Operator upon a request being made by any of them. The Operator shall and shall cause its employees and agents to fully co-operate and provide all assistance to the Authority and the Independent Expert.

The Operator shall keep the record up to date on HMIS and ensure timely submission of the Quarterly Reports and other reports.

The Authority and the Independent Expert will have the right to access, make copies of and audit, all such books, records, accounts, financial statements, reports, evaluations and any other information relating to the performance of the Services by the Operator under this Project.

7.7.6 Not Used.

7.7.7 The Operator shall also provide the Authority with 2 (two) copies of the Annual Progress Report including KPIs compliance report along with audited Income and Expenditure Account of each Facility, duly reviewed and certified by the Independent Expert, within 120 ( Days of the end of each Agreement Year to which they pertain.

7.7.8 If the Independent Expert reports an inaccuracy in any statement or computation that has resulted in an over-payment or an under-payment of an amount by a Party (a "Payment Error"), the amount of such Payment Error shall be adjusted in the next Annuity Amount Payment due immediately after receipt of notification from the Independent Expert of such Payment Error and such Payment Error shall constitute an Annuity Amount Payment Adjustment Event.

7.7.9 For avoidance of doubt, the Operator is required to provide Quarterly Progress Report including KPI compliance report (duly verified by the Independent Expert) on Quarterly basis to the Authority which will conform, inter alia, the meeting of the KPIs. Also, the Parties agree that the Operator shall arrange to conduct the financial audits in accordance with the Applicable Laws at the end of each Financial Year and provide the audited financial statements in accordance with this Agreement.

7.7.10 The Key Staff proposed by the Operator shall perform the work in accordance with the job description, as may be amended or updated by the Authority from time to time during the Concession Period, as stipulated in the Technical Bid. The Compliance Manager shall be responsible for ensuring that the Operator complies with its outside regulatory requirements and

internal policies. S/he will be responsible for ensuring the Operator follows the terms and conditions, Key Performance Indicators (KPIs), reporting requirements, and Scope of Work under this Concession Agreement. The preliminary responsibilities of the Key Staff have been incorporated in and CVs provided by the Operator with Technical Bid.

## **7.8 Provision Of Utilities**

- 7.8.1 The Operator shall be solely responsible for arranging for all utilities for the operation and maintenance of the Facility as set out in the RFP document. Notwithstanding the foregoing, the Authority shall be solely responsible for paying any outstanding due or claims in respect of any utilities consumed at the Facility prior to the commencement of the Concession Period..
- 7.8.2 Where the Operator seeks to procure any utilities from Government Authorities, the Authority shall use reasonable endeavors to assist the Operator in obtaining rates from such Government Authorities that are no higher than the rates offered to commercial or industrial users of such utilities.

## **7.9 Employees**

### **7.9.1 Employees provided by the Authority**

- 7.9.1.1 As and from the Effective Date, the Authority shall hand over the Authority's Employees employed at the Facility Annex C (Authority Employees) to the Operator and the Operator undertakes to retain such Authority's Employees at the Facility in accordance with this Agreement; provided, however, the Operator shall conduct the Capacity Test, as per guidelines provided in Annex D (Guidelines for Capacity Test) of all such Authority's Employees and the Operator shall formulate programs for Training for such Authority's Employees based on their Training needs determined through the Capacity Test. Any non-performing employee will be referred to the authority for placement in other projects of Authority.
- 7.9.1.2 The Authority's Employees shall be under the control and direction of the Operator throughout the Services Period, provided that the Authority shall at all times be liable to remunerate the Authority's Employees in accordance with the relevant arrangements between such Authority's Employees and the Authority.

### **7.9.2 Operator's Employees**

- 7.9.2.1 The Operator shall employ and shall be entitled to directly offer employment to any suitably qualified, experienced and skilled personnel (the "**Operator's Employees**") on such terms and conditions as it deems fit, subject to Good Industry Practice, Applicable Permits and Applicable Laws, for the purpose of undertaking the operations, management and maintenance of the Facility and the performance of the Services in accordance with the requirements set out in Article 7.3.1. The Operator shall also appoint appropriately trained Operator's Employees to provide health facilities at the Facility.
- 7.9.2.2 The Authority is not and shall not be treated as the "principal employer" of or be deemed to have any contractual or other relationship with the Operator's Employees under any of the Applicable Laws or Applicable Permits. The Operator shall hold harmless and indemnify the Authority against all losses that arise or that are incurred as a result of any claims made against the Authority in respect of matters relating to health and safety and the employment or welfare of the Operator's Employees.
- 7.9.2.3 The Operator shall be solely responsible to remunerate and make other payments, as per the relevant contracts, to the Operator's Employees. The Operator shall ensure to release payments of all kinds to its Employees through cross-cheque or online payments from the designated bank accounts during the Services Period. The Operator shall also be

responsible for and shall indemnify the Authority against any costs or losses suffered by the Authority in respect of any misconduct, violation of law, malpractice or mistreatment of patients by any of the Operator's Employees.

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

### **7.9.3 Mechanism for Transfer of Non-performing Employees of the Authority**

7.9.3.1 In the event the Operator is of the opinion that any one or more of the Authority's Employees are not performing in accordance with the Employment Criteria (the "**Non-Performing Employees**"), the Operator shall notify the Authority in writing along with reasonable details of the Employment Criteria not being met by such Non-Performing Employees (the "**Operator's Notice**").

7.9.3.2 : **(Not Used)**

(i) .

(ii) .

(iii) .

### **7.9.4 Appraisal of the Employees**

The Operator shall evaluate all employees working at the Facility, including the Authority's Employees and the Operator's Employees (collectively the "**Employees**"), on an annual basis in accordance with the timelines agreed upon between the Parties. The evaluation and appraisal of the Employees shall be based on the Employment Criteria, as set out in Annex E (Employment Criteria) . The Operator shall provide the report containing the evaluation of all Employees, carried out at the end of each year, to the Independent Expert within thirty (30) Days of the end of each such year.

### **7.9.5 Training of Employees**

7.9.5.1 The Operator shall at its own cost ensure that the Employees are at all times properly trained in accordance with the Annex O (Guidelines for Training of Operator's Staff), for their respective functions.

7.9.5.2 The Operator shall not discriminate between the Authority's Employees and the Operator's Employees with regarding to their Training, development, evaluation and appraisals.

7.9.5.3 The Authority may , without incurring any financial liability or impact, assist the Operator in arranging for appropriate Training programmes for the Employees and the Parties shall agree upon a Training schedule at least 5 (Five) days prior to the start of each Financial Year, which Training schedule shall specify the number and

details of Trainings to be attended by each Employee and the relevant Party who will arrange and pay for such Trainings.

7.9.5.4 Notwithstanding the foregoing, the Operator shall be responsible to conduct at least two (2) training session each of at least 18 hours for each Employee, in particular the medical staff, in each Financial Year. Such training can be provided in-house. The costs of such training sessions shall be borne by the Operator.

#### **7.9.6 Other Employee Matters**

7.9.6.1 In no event, whether upon expiration or early termination of the Concession Period, will the Authority be liable to reimburse or indemnify the Operator against any costs or liabilities (including any liability to pay retrenchment compensation) arising as a result of the termination of the employment of any or all of the Operator's Employees. The Operator shall be responsible for discharging all such costs or liabilities arising by operation of law.

### **7.10 Additional Services**

7.10.1 Either Party (Authority or the Operator) may request, if permitted under the law, for any additional/ ancillary treatment services. Request for additional services shall be communicated in writing by one Party, which may be accepted or declined by the other Party. In case of acceptance of the request for additional services, the Operator shall be responsible for executing the additional services on agreed terms and conditions in the stipulated timeframe, and the Authority, in consideration of the Operator's additional services, may reimburse or provide payments for such services on actual basis during the Concession Period following the terms of this Agreement. Provided that the any set up for provision of such additional services, any equipment, and all other associated equipment shall be retained by the Authority at the end of the Concession Period of Termination.

### **7.11 Advance Annuity Funding**

7.11.1 The Authority shall fund the Operator as per Annex B (Annuity Amount Payment Schedule),.

7.11.2 The Operator may submit a written application to the Authority for an advance payment pf first annuity ("Advance Annuity") adjustable against the next Annuity payments due to the Operator under this Agreement.

7.11.3 The application pursuant to clause 7.12.2 must explicitly state the reasons for requesting the Advance Annuity with full justifications. The application submitted by the Operator must be accompanied by a written report of the Independent Expert confirming and endorsing that:

(a) the stated request is genuine;

(b) required by the Operator for the purposes of the operations, maintenance, refurbishment of the Project Facilities, and to meet management expenditures that are within the scope and context of the Agreement;

(c) that there exist a funding gap or deficit that is being faced by the Operator and if such Advance Annuity is not given the Operator will not be able to meet the desired KPIs under the Agreement in a manner that is consistent with the performance standards settled under the terms of this Agreement; and

(d) any other justifiable reason for such demand.

- 7.11.4 The Authority upon perusal of the application duly accompanied with the Independent Expert report, shall decide, at its sole discretion, the amount of Advance Annuity to be paid to the Operator.
- 7.11.5 Where the Authority decides, at its sole discretion, to grant the Advance Annuity, the amount of which is at the discretion of the Authority as stated in clause 7.12.4, the Authority shall not release the Advance Annuity unless the Operator provides a full commercial guarantee of the equal amount to the Authority to the satisfaction of the Authority.
- 7.11.6 For the avoidance of doubt, the Authority shall have the right to recover the Advance Annuity amount by proportionately reducing the subsequent Annuity Payments until the full Advance Annuity is recovered.

## **7.12 User Charges**

### **7.12.1 Notification and Collection of Service Charges.**

- 7.12.1.1 The Authority shall retain the exclusive right to determine, fix, and notify the applicable user charges, tariffs, or service fees for all treatments, diagnostic procedures, and ancillary services offered at the Facility. Such user charges shall be notified by the Authority from time to time and shall be binding upon the Operator.
- 7.12.1.2 All user charges collected from patients, beneficiaries, or any third parties for services rendered at the Facility shall be deemed the property of the Authority. The Operator shall ensure that all such collections are deposited, without any deduction or delay, into the Authority's designated bank account in the manner and within the timelines prescribed by the Authority.
- 7.12.1.3 The Authority may, at its sole discretion, deploy its own cashier, accountant, or any other authorized officer for the collection and deposit of user charges. Alternatively, the Authority may direct the Operator to utilize its staff for the collection of such charges. In either case, the Operator shall provide full cooperation, access, and support to the personnel responsible for revenue collection and accounting.
- 7.12.1.4 Where applicable, the Facility may provide services to private hospitals, clinics, or other healthcare institutions against payment of service charges as notified by the Authority or the Government from time to time. All such revenues shall be treated as user charges and deposited in accordance with Clause **7.10.1.2** above.

## **8 ANNUITY AMOUNTS PAYMENTS AND INVOICING**

### **8.1 Annuity Amounts Payments**

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

### **8.2 Annuity Amount Payment Adjustment Events & Annuity Amount Payment Adjustment**

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

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

1. the Facility has remained out of operation at any time during an Annuity Amount Payment Evaluation Period; or
2. the Independent Expert determines that:
  - a. the Operator has not met any one or more of the KPIs or has failed to attain the requisite percentage of any particular KPI; or
  - b. the Operator has failed to maintain the Facility in accordance with the provisions of this Agreement (as permitted in the Reporting Forms, if applicable) or Operator's Bid, irrespective of whether the Facility has been functioning properly or not; or
  - c. the Key Staff has failed to perform roles and responsibilities as set out in Article 7.8.1.3.

irrespective of whether the Facility has been functioning properly or not.

3. a Payment Error in respect of any payments made on any preceding Annuity Amount Payment Date,
  4. Failure to deposit co-funding contribution in the Operator's Annuity Payment Account before the end of the Quarter.
- 8.2.3 At the occurrence of Annuity Amount Payment Adjustment Events, a Notice of Annuity Amount Payment Adjustment will be given to the Operator by an Independent Expert relating to compliance with unmet or partially met KPIs and the performance of Key Staff. The Operator shall, in this case, be subjected to the Annuity Amount Payment Adjustment Events as set out in ANNEX A (ANNUITY AMOUNT PAYMENT ADJUSTMENT FORMULA). In case the Operator meets the prerequisite(s) as set out in the Notice of Annuity Amount Payment on or before the end of the next Quarter or the date specified in the Notice of Annuity Amount Payment Adjustment, then the cost associated with the fulfillment of unmet or partially met KPI should be redeemed (except Annuity Amount Payment Adjustment relating to the performance of Key Staff) to the Operator in the corresponding Quarter.

- 8.2.4 In the event that the Facility is not operational during ten (10) working days given the Financial Year or three (3) working days in a given Quarter of the Financial Year during the Concession Period (as determined by the Independent Expert), the same shall constitute an Operator Event of Default and the Authority may at its discretion terminate this Agreement in accordance with Article 15.1 except in cases where the same is due to the Permitted Events.
- 8.2.5 Any Annuity Amount Payment Adjustment Amount determined in accordance with this Agreement shall be deducted exclusively from the Management Fee payable for the relevant period. In the event that the Management Fee for such period is fully exhausted as a result of the Annuity Amount Payment Adjustment Amount, any remaining balance of the Adjustment Amount shall be carried forward and deducted from the Management Fee payable in the immediately succeeding quarter(s), except in the case of the final quarter of the Services Period.

For the last quarter, if the Management Fee is insufficient to absorb the Annuity Amount Payment Adjustment Amount, the remaining balance shall be deducted from the total Annuity Amount Payment otherwise payable to the Operator for such final quarter.

### **8.3 Determination Of Payable Annuity Amount Payment & Annuity Amount Payment Certificate**

- 8.3.1 Two (02) days prior to the Effective Date, the Operator shall procure that the Independent Expert issue a written certificate to the Operator, the Authority and the Authority Annuity Amount Payment Account Bank setting out the Annuity Payment Account Funding Amount, Payable Annuity Amount Payment
- 8.3.2 The Annuity Amount Payment Payable for a particular period shall be calculated based on actual expense incurred in the Reimbursable Budget Heads, as certified by the Independent Expert on the basis of sufficient and satisfactory supporting documents and in accordance with the terms and conditions specified in the Concession Agreement including Financial Model, along with Budget for Operational Expenditure and Management Fees. However, the Budget for Operational Expenditure and Management Fees (the Adjustment Heads) shall be utilized for calculating Annuity Amount Adjustment Amount.

The Independent Expert ("IE") shall, as part of its periodic evaluation, verify and confirm the deposit of the Co-Funding Amount by the Operator. The IE's confirmation of the Operator's compliance with the co-funding requirement shall form an integral part of the performance assessment and shall be a precondition to the recommendation for release of the Annuity Amount Payment by the Escrow Bank.

Failure by the Operator to deposit the required Co-Funding Amount in accordance with this Article shall constitute an Adjusting Event shall be adjusted against the Operational Expenditure and Management Fee on a quarterly basis, while preparing invoice for Annuity Amount Payment to the Authority.

- 8.3.2 Thereafter within twenty (20) days of each Annuity Amount Payment Evaluation Date relating to an Annuity Amount Payment Date, the Operator shall submit the Quarterly Progress Report (QPR) to the Independent Expert and simultaneously the Quarterly Expense Summary (QES) along with supporting evidence to the Independent Expert; subsequently, the Independent Expert shall issue a verified evaluation report within next fifteen (15) Days to the Authority with the copy to the Operator. The Independent Expert will issue a written certificate within five (05) Days in respect of such Annuity Amount Payment Date (the 'Annuity Amount Payment Certificate') to the Operator, the Authority, and the Authority Annuity Amount Payment Account Bank setting out (wherever applicable):
1. the Annuity Amount Payment Adjustment Events occurring in the Annuity Amount Payment Evaluation Period relating to such Annuity Amount Payment Date;

2. the Annuity Amount Payment Adjustment as determined in accordance with Article 8.2 along with Annuity Amount Payment Adjustment Event Notice as calculated on the basis of the Annuity Amount Payment Adjustment Events occurring in the Annuity Amount Payment Evaluation Period relating to such Annuity Amount Payment Date; and
3. the Payable Annuity Amount Payment to be paid on such Annuity Amount Payment Date.
4. the Annuity Payment Account Funding Amount to be funded by the Authority;
5. the Quarterly fee payments to the Independent Expert as per the payment schedule of the Independent Expert Agreement; and
6. the calculation of applicable taxes (if any), which are to be deducted by the Authority being the withholding Agent, from Quarterly Annuity Amount Payment.

#### **8.4 Payment Of Annuity Amount Payments**

8.4.1 In respect of each Annuity Amount Payment Date (excluding the first Annuity Amount Payment Date), on the date that is the later of:

- (i) the date that is 5 (Five) Days prior to each Annuity Amount Payment Date; or
- (ii) the date falling 5 (five) Days of receipt by the Authority of the Annuity Amount Payment Certificate and the corresponding invoice of the Operator issued in terms of Article 8.4.2(a) below,

the Authority shall deposit the Payable Annuity Amount Payment into the Authority Annuity Amount Payment Account.

8.4.2 Following issuance of the Annuity Amount Payment Certificate by the Independent Expert, the Operator shall (at least ten (10) days prior to the Annuity Amount Payment Date relating to such Annuity Amount Payment Certificate):

1. deliver an invoice (together with copies of the Annuity Amount Payment Certificate appended thereto) to the Authority in triplicate demanding payment of the Payable Annuity Amount Payment from the Authority Annuity Amount Payment Account (the Annuity Amount Payment Invoice); and
2. deliver the Annuity Amount Payment Certificate to the Authority Annuity Amount Payment Account Bank for payment to the Operator of the Payable Annuity Amount Payment on the later of:
  - (i) relevant Annuity Amount Payment Date;
  - (ii) the date falling 1 (one) Day from the date of receipt by the Authority Annuity Amount Payment Account Bank of the Annuity Amount Payment Certificate,

through, as per Annuity Amount Payment Account Standing Instructions, debiting of funds standing to the credit of the Authority Annuity Amount Payment Account on the Annuity Amount Payment Date in an amount equal to the Payable Annuity Amount Payment and crediting of the same to the Operator Annuity Amount Payment Account on the Annuity Amount Payment Date.

8.4.3 Any Dispute between the Parties in respect of any matters set out in the Annuity Amount Payment Certificate shall be resolved in accordance with the provisions of Article 18, provided however such Dispute shall not affect the payment of the Payable Annuity Amount Payment (as set out in the Annuity Amount Payment Certificate) to the Operator in accordance with the provisions of Article 17; provided, further, that following resolution of such Dispute, adjustments to the Annuity

Amount Payments (to the extent required) shall be made in accordance with the determination/resolution of the Dispute.

#### **8.5 Authority Annuity Amount Payment Account**

- 8.5.1 The Authority shall establish and maintain the Authority Annuity Amount Payment Account as soon as possible after signing this Agreement and until the Expiry Date or on the disbursement of the last Annuity Amount Payment Certificate issued by the Independent Auditor. The Authority Annuity Amount Payment shall be an Escrow Account.
- 8.5.2 The Authority shall issue irrevocable standing instructions to the Authority Annuity Amount Payment Account Bank (in form and substance agreed between the Parties) (Standing Instructions) as set out in Annex M in this Agreement containing, *inter alia*, instructions to the Authority Annuity Amount Payment Account Bank:
1. to debit the Authority Annuity Amount Payment Account on each Annuity Amount Payment Date (upon receipt of an Annuity Amount Payment Certificate relating to such Annuity Amount Payment Date) in an amount equal to the Payable Annuity Amount Payment in accordance with Article 8.3 and credit the same to the Operator Annuity Amount Payment Account;
  2. in the event of Termination of this Agreement, to debit the Authority Annuity Amount Payment Account in an amount equal to the Unpaid Termination Payment Amount and credit the same to the Operator Annuity Amount Payment Account, in accordance with the provision of Article 17.
- 8.5.3 The Authority Annuity Amount Payment Account Standing Instructions issued by the Authority shall be irrevocable and shall remain effective, in each case, until the Expiry Date or on the disbursement of the last Annuity Amount Payment Certificate issued by an Independent Expert, and no withdrawal from the Authority Annuity Amount Payment Account may be made by the Authority, except as provided in this Agreement.
- 8.5.4 The Authority Annuity Amount Payment Account Standing Instructions (or any part thereof) issued by the Authority may be revoked pursuant a written revocation notice duly executed and confirmed by the Parties.
- 8.5.5 The Authority Annuity Amount Payment Account shall be strictly operated and maintained in accordance with the Authority Annuity Amount Payment Account Standing Instructions. Further, the Authority hereby undertakes and covenants with the Operator that it shall not create, incur, permit, assume or suffer to exist any encumbrance whatsoever upon or with respect to the Authority Annuity Amount Payment Account.
- 8.5.6 The Authority shall fund the Authority Annuity Amount Payment Account in an amount equal to the Annuity Payment Payable Amount on each Annuity Funding Date until the Expiry Date.

#### **8.6 Management Fee Recovery**

- (a) In recognition of the Operator's organizational resources utilized in the management and operation of the Facility, the Authority agrees that the Operator shall be entitled to recover Management Fee, as provided in the Annex B (Annuity Amount Payment Schedule) of the approved annual operational budget of the Facility.
- (b) The Management Fee shall cover expenses including remuneration of Key Staff, monitoring, statutory fee/ dues, administrative overheads including audit, information technology etc. provided by the Operator to ensure efficient management and oversight of the Project.

- (c) The Management Fee shall be reflected as a separate head in the annual budget and shall form part of the Operator's Annuity Amount Payments under this Agreement.
- (d) The Management Fee shall not require separate justification for each cost element but shall be subject to annual review and audit in accordance with the provisions of this Agreement.

### **8.7 Single-Line Fund Transfer and Fund Utilization**

- (a) The Authority shall transfer the approved Annuity Amount Payment to the Operator through a **Single-Line Fund Transfer** mechanism every year.
- (b) The Operator shall have the full right and discretion to utilize the transferred funds as per the requirements of the Facility and Project, in line with the approved budget for that particular year and within the overall purpose of providing quality healthcare services under this Agreement.
- (c) The Authority shall not require line-item segregation or pre-approval for internal fund utilization decisions made by the Operator, provided that such utilization remains consistent with the approved total budget and is duly reflected in annual financial statements.

### **8.8 Pre-Funding of Authority Annuity Payment Account**

- (a) The Authority shall ensure that the **Annuity Payments** equivalent to 6 Months of Operational Annuity Payment are deposited in advance in the **Authority Annuity Payment Account**, prior to the commencement of each financial year, based on the approved budget submitted by the Operator.
- (b) The Annuity Payment shall be funded in advance till end of term of Concession Period. Further the Agency may, in its discretion, decide to utilize the interest accrued on the Authority Annuity Payment Account to fund the Annuity Amount Payments.
- (c) Any delay in the release of funds shall extend the Operator's obligations and performance timelines by an equivalent period, without penalty. Any delays in release of budget will impair Operator's ability to perform and will cause a proportionate decrease in KPI target for the delayed period.

### **8.9 Financial Audit and KPI Audit**

- (a) The Operator shall ensure the timely preparation of an Annual Report detailing its activities, financial condition, and operational performance review for the preceding Fiscal Year within 120 days of the close of Financial Year. This Report shall be certified by an Independent Expert, and the audited report shall be made available to Authority.
- (b) The **KPI Audit** shall be conducted on a **quarterly basis** by the Independent Expert (among Category A Chartered Accountant Firm), using the approved KPI framework.

**9 [NOT USED]**

---

c. **[NOT USED]**

## **10 EMERGENCY STEP-IN**

---

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

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

- (a) The nature of the Emergency and the reason for the step-in;
- (b) The date on which the Services are suspended;
- (c) The likely duration of the suspension; and
- (d) The effect of the suspension on the Operator and any reasonable obligations of assistance required of the Operator during the suspension period.

10.2 During the suspension of the performance of the Services by the Authority pursuant to Article 10.1 above:

- (a) the Operator shall be relieved from its obligations to provide the Services but shall provide reasonable assistance to the Authority upon request;
- (b) the Authority shall be responsible for bearing all costs and expenses, excluding those on the part of the Operator, in relation to the O&M (including any agreed or scheduled maintenance) and the performance of the Services; and
- (a) the Operator shall not be entitled to any other payment or relief from the Authority in connection with such suspension and step-in.

10.3 If the suspension of the performance of the Services by the Operator pursuant to Article 10.1 above continues for a period exceeding 60 (Sixty) Days, then the Operator shall be entitled to terminate this Agreement by giving a notice of at least 30 (Thirty) Days.

10.4 On termination of this Agreement pursuant to Article 10.3 above, the Authority shall pay the Termination Compensation (if any) to the Operator in accordance with Article 17 below. Only for the purpose of determination of the Termination Compensation payable by the Authority, the suspension of the Services to be provided by the Operator and the performance of Services by the Authority in accordance with this Article 10 shall be treated as an "Authority Event of Default" unless such the Emergency or step-in was caused by an Operator Event of Default.

All other consequences of termination that are set out at Article 16.4 shall apply.

## **11 OPERATOR SHAREHOLDING**

### **11.1 Shareholding Information**

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

Sr. No.	Name & CNIC Number	Designation

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

### **11.2 Change In Ownership And/ Or Control**

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

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

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

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

(b) is affected with the prior written approval of the Authority.

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

(a) whose nationality is restricted by the Applicable Laws; and

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

## **12 CHANGE IN LAW**

---

### **12.1 Consequences Of Qualifying Change In Law**

12.1.1 If a Qualifying Change in Law occurs, then within Seven (7) Days of its occurrence either Party may notify the other expressing its opinion on its likely effects, giving details of its opinion of:

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

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

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

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

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

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

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

12.1.5 If the Operator enjoys any reduction in costs as a result of the occurrence of the Qualifying Change in Law, provided that such reduction in costs of the Operator as a result of the occurrence of the

Qualifying Change in Law is more than the Threshold Limit, then the Parties may decide to compensate the Authority by way of a lump-sum payment or by any other means that the Parties may mutually agree.

## **12.2 Consequences Of Fundamental Change In Law**

- 12.2.1 If a Fundamental Change in Law occurs or is shortly to occur, then either Party may notify the other expressing its opinion on:
1. the likely effects of such Fundamental Change in Law on the validity and enforceability of this Agreement or on the rights and benefits accruing to the Operator; and
  2. the ability of the Parties to re-negotiate the terms of this Agreement to mitigate the effects of such Fundamental Change in Law, while adhering to the commercial and financial position of the Parties.
- 12.2.2 As soon as practicable after receipt of any notice from either Party under Article 12.2.1 above, the Parties shall meet to re-negotiate and agree on the amendments to the terms of this Agreement.
- 12.2.3 If the Parties are unable to agree on necessary amendments to the terms of this Agreement to give effect to the commercial and financial position of the Parties within a period of 90 (Ninety) Days from the date on which a notice is issued under Article 12.2.1, then either Party shall be entitled to terminate this Agreement by giving a notice of 30(Thirty) Days.
- 12.2.4 On termination of this Agreement pursuant to Article 12.2.3above, the Authority shall pay the Termination Compensation. Only for the purpose of determination of the Termination Compensation payable by the Authority, the occurrence of a Fundamental Change in Law shall be treated as an "Authority Event of Default".

## **13 INDEMNITY AND INSURANCE**

---

### **13.1 Indemnity**

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

1. Death or personal injury of any persons;
2. Loss of or damage to property (including the Facility or other property belonging to the Authority or for which the Operator is responsible);
3. non-compliance by the Operator with Applicable Laws or Applicable Permits;
4. actions, claims, demands, costs, charges and expenses (including legal expenses),
5. any adverse site conditions or environmental damage at the Facility (caused by or arising from the use of the Facility).
6. any proceedings against the Authority by any relevant Government Authority (including any withholding or deduction from amounts payable to the Authority by that Government Authority) for failure of the Operator to comply with any of its obligations hereunder.

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

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

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

### **13.2 Insurance**

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

## **14 FORCE MAJEURE**

---

### **14.1 Force Majeure Event**

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

1. the following political events that occur inside or directly involve the Islamabad Capital Territory and affect the Operator’s ability to undertake the Services or operate the Facility (each a Political Event):
  - a. any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, or act or campaign of terrorism or political sabotage; or
  - b. any Lapse of Consent of which report to the Authority, the Independent Expert shall have been given under Article 7.5.4 and that shall have existed for thirty (30) consecutive days or more provided further that lapse of consent shall not be construed as force majeure event in case such lapse is due to the default of the Operator; or
  - c. any strike, work-to-rule, go-slow, or analogous labour action that is politically motivated or is widespread or nationwide.
2. the following events beyond the reasonable control of the Affected Party (each a Non Political Event), including, but not limited to:
  - a. lightning, fire, earthquake, tsunami, flood, storm, cyclone, typhoon, or tornado; or
  - b. any Lapse of Consent of which report to the Authority, the Independent Expert shall have been given under Article 7.5.4 and that shall have existed for less than thirty (30) consecutive days provided further that lapse of consent shall not be construed as force majeure event in case such lapse is due to the default of the Operator; or
  - c. any strike, work-to-rule, go-slow, or analogous labour action that is not politically motivated or is not widespread or nationwide; or
  - d. explosion, chemical contamination, radioactive contamination or ionizing radiation (except to the extent any of the foregoing events or circumstances results directly from a Political Event, in which case such event or circumstance shall constitute a Political Event).
3. Force Majeure Events shall expressly not include the following conditions, events or circumstances:

- a. late delivery or interruption in the delivery of any equipment or consumables, in respect of the Facility, caused by default, negligent acts, or omission on the part of the Operator or any of its sub-contractors;
- b. a delay in the performance of any Employee;
- c. a breakdown in the Facility or any part thereof; and
- d. normal wear and tear or random flaws in the Facility or the assets located thereon,
- e. late performance by the Operator or any of its sub-contractors, caused by the failure of the Operator or such subcontractor for any reason, including failure to engage qualified sub-contractors and suppliers, failure to hire adequate personnel or labor, or any failure of sub-contractors hired by the Operator to perform their respective obligations; and
- f. inability to obtain or maintain adequate funding during IPP and O&M Phase for the Project by the Operator;

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

## **14.2 Obligation To Notify**

- 14.2.1 Notwithstanding anything contained herein, the Affected Party shall, as soon as practicable, and in any case within forty-eight (48) hours of the occurrence of a Force Majeure Event or from the date of having knowledge thereof, Notify the Independent Expert and the other Party, of the occurrence of the Force Majeure Event by the issuance of a notice in writing (the Force Majeure Notice).
- 14.2.2 The Affected Party shall provide all relevant details in respect of the Force Majeure Event in the Force Majeure Notice, including but not restricted to the following:
- (a) the nature and extent of the Force Majeure Event;
  - (b) the estimated Force Majeure Period;
  - (c) the nature of and the extent to which, performance of any of the Affected Party's obligations under this Agreement are affected by the Force Majeure Event;
  - (d) the measures which the Affected Party has taken or proposes to undertake to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations that are affected by the Force Majeure Event; and
  - (e) any other relevant information concerning the Force Majeure Event, and/or the rights and obligations of the Parties under this Agreement.
- 14.2.3 The Parties shall, as soon as practicable upon the receipt of the Force Majeure Notice and in any case within five (5) days from the date of receipt of the same, convene a meeting, along with the Independent Expert for the purpose of conducting discussions, in good faith, and where necessary the Parties shall agree to conduct inspections and/or surveys of the Facility in order to:
- (a) assess the impact of the underlying Force Majeure Event;
  - (b) to determine the likely duration of Force Majeure Period; and
  - (c) to formulate damage mitigation measures and the steps to be undertaken by the Parties for resumption of the obligations, the performance of which had been affected by the

#### Force Majeure Event.

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

### **14.3 Consequence Of Force Majeure Event**

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

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

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

### **14.4 Allocation of Costs Arising Out Of Force Majeure Event**

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

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

### **14.5 Termination Notice For Force Majeure Event**

14.5.1 If:

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

in each case above, without being liable in any manner whatsoever, save as provided in this

Article 14.5 and Article 14.6, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided, that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant fifteen (15) days' time to make a representation, and may after the expiry of such fifteen (15) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

#### **14.6 Termination Payment For Force Majeure Event**

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

#### **14.7 Force Majeure Dispute Resolution**

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

#### **14.8 Excuse From Performance Of Obligation**

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

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

## **15 EVENT OF DEFAULT**

---

### **15.1 The Operator Event Of Default**

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

- (a) the Operator fails to achieve at least 75% on KPIs for the Facility for three consecutive Annuity Amount Payment Evaluation Periods based on the assessment of Independent Expert;
- (b) Notwithstanding Article 15.1(a), if the KPI assessment score for any specific Facility falls below sixty percent (60%) during any single Annuity Amount Payment Evaluation Period, this failure shall constitute an immediate Event of Default on the part of the Operator, without prejudice to any cure period or escalation provisions that may otherwise apply.
- (c) Abandonment by the Operator which means a cessation of the performance of Services or other obligations of the Operator for a period of 7 (Seven) consecutive Days in a given Quarter of the Financial Year;
- (d) the breach by the Operator of its obligations to maintain insurances in accordance with Article 13;
- (e) any Material Breach by the Operator of this Agreement which Material Breach has not been cured within forty-five (45) days from the date of written notice thereof by the Authority;
- (f) reduction or interruption in the availability of Facility, excluding Scheduled Outage, for a period of 20 (Twenty) Days in aggregate in a year;
- (g) any material representation made or warranties given by the Operator under this Agreement being false or misleading;
- (h) failure of the Operator to obtain and maintain a valid Performance Security under Article 5.1;
- (i) failure to obtain IPP Period Notification within stipulated timeline from Independent Expert;
- (j) breach of the Operator's obligations under Article 11;
- (k) the Operator entering into liquidation or similar state or if any order is made for the compulsory winding up or dissolution of the Operator or if the Operator becomes unable to pay its debts as they fall due or the appointment of a receiver or administrator in respect of the Operator, its business and assets or any re-structuring, re-organization, amalgamation, arrangement or compromise affecting the Operator's ability to fulfill its obligations under this Agreement or that otherwise has or may have a Material Adverse Effect (in the reasonable opinion of the Authority);
- (l) the occurrence of a Sanctionable Practice;
- (m) failure of the Operator to make any payments that are due to be made to the Authority under this Agreement, and if such failure is not cured within a period of thirty (30) Days; and/or;

- (n) failure to maintain the proposed Key Staff members, including the replacement of the Key Staff on the instructions provided by the Authority during the Concession Period, in accordance with the qualification and experience given in the curriculum vitae of the Key Staff as submitted by the Operator in Technical Proposal at the time of bidding process;
- (o) any material deviation or resistance arising out of the reports of the Compliance Officer and from that of the Independent Expert that may vary, alter or put in doubt the state of the affairs of the operations at the Facility in accordance with this Agreement;
- (p) any material deviation from the RFP or a failure to fulfill any other material obligations under this Agreement;

## **15.2 Authority Event Of Default**

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

- (a) Failure to maintain and/or fund the Authority Annuity Amount Payment Account in accordance with the provisions of this Agreement;
- (b) breach of the obligations with respect to transfer or assignment of its rights and obligations under this Agreement as provided in Article 20.12;
- (c) any material representation made or warranties given by the Authority under this Agreement being false or misleading;
- (d) any Material Breach by the Authority of this Agreement and the same has not been cured within forty-five (45) days from the date of written notice thereof by the Operator;
- (e) a Change in Law that
  - i. renders this Agreement unenforceable, or
  - ii. prevents any Party from exercising its rights and/or performing its obligations hereunder, or
  - iii. changes in policy that prevents the Operator from undertaking the Services pursuant to this Agreement;
- (f) failure of the Authority to make any payments that are due to be made to the Operator under this Agreement, and if such failure is not cured within a period of thirty (30) days.

## **16 REMEDY OF DEFAULT AND TERMINATION PROCEDURE**

### **16.1 Performance Of Obligation**

- 16.1.1 If at any time either Party has failed to perform any of its obligations under this Agreement and that failure is capable of remedy, then the other Party may serve a notice (a "Remedial Action Notice") requiring such Party to remedy that failure (and any damage resulting from that failure) within a stipulated period (the "Remedial Period").
- 16.1.2 If the Party, on whom a Remedial Action Notice is served, fails to remedy the Event of Default within the Remedial Period, or if no Remedial Action Notice is given pursuant to Article 16.1.1, the non-defaulting Party may deliver a notice to the defaulting Party stating its intention to terminate this Agreement ("Notice of Intent to Terminate"). The Notice of Intent to Terminate shall specify with reasonable detail, the grounds on which termination is sought and any relevant defaults committed by the defaulting Party.

Provided that in case of Article 15.1(b),(h) and (i), the Authority shall have the right to immediately deliver a Notice of Intent to Terminate, without any obligation to first serve a Remedial Action Notice or to provide a Remedial Period to the Operator.

- 16.1.3 The provisions of this Agreement, to the fullest extent necessary to give effect thereto, shall survive the term of the Agreement or the termination of this Agreement and the obligations of Parties to be performed or discharged following the termination of this Agreement, shall accordingly be performed or discharged by the Parties.

### **16.2 Consequences Of Default**

#### **16.2.1 Event of Default Remedy Period**

1. Following the service of the Notice of Intent to Terminate, the defaulting Party shall have a period of not less than 60 (Sixty) Days ("EoD Remedy Period") to cure the Event of Default; provided that in case of Articles 15.1(a),(b), (e), (f), (g), (h) and (i), the Authority shall have the right to immediately terminate the Agreement herewith on the provision of the Notice of Intent to Terminate, without any obligation to provide an EoD Remedy Period.
2. During the EoD Remedy Period, the defaulting Party may continue to undertake efforts to cure the Event of Default. During the EoD Remedy Period, the Parties shall continue to perform such of the irrespective obligations under this Agreement, which are capable of being performed with the objective, as far as possible, of ensuring continued availability of the Project and the continued performance of the Services, failing which the Party in breach shall be liable to compensate the other Party for any loss or damage occasioned or suffered on account of breach of conditions of this Agreement.

#### **16.2.2 Withdrawal of Notice of Intent to Terminate**

1. If, during the EoD Remedy Period, the defaulting Party rectifies or remedies the Event of Default to the satisfaction of the non-defaulting Party or the non-defaulting Party is satisfied with steps taken or proposed to be taken by the defaulting Party or the Event of Default has ceased to exist, the non-defaulting Party shall withdraw the Notice of Intent to Terminate in writing.

2. If following the end of the EoD Remedy Period, the breach has not been remedied or the defaulting Party has not taken steps or proposed to take steps to remedy the Event of Default to the satisfaction of the non-defaulting Party or the proviso in Article 16.2.1(a) applies, then the non-defaulting Party shall be entitled to issue the Termination Notice to the defaulting Party, where upon this Agreement shall terminate forthwith.

### **16.3 Accrued Rights And Liabilities**

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

### **16.4 Consequences Of Termination**

- 16.4.1 If this Agreement is terminated prior to its expiry:

1. by the Authority due to an Operator Event of Default,
  - a. the right of the Operator to the Annuity Amount Payments shall stand terminated with immediate effect and no Annuity Amount Payments shall accrue and / or be payable to the Operator from the date of the Termination Notice; provided, however, the Authority shall affect payment of the undisputed, accrued and unpaid Annuity Amount Payments up to the date of the Operator's receipt of the Termination Notice;
  - b. the Operator shall immediately and in any event on the Transfer Date, hand-over the Facility to the Authority in accordance with the Annex J (Taking-Over Criteria);
  - c. the Authority shall pay to the Operator on or prior to the Termination Payment Date, by way of Termination Payment, an amount determined in accordance with Article 17.
2. by the Operator due to an Authority Event of Default,
  - a. the right of the Operator to the Annuity Amount Payments shall stand terminated with immediate effect and no Annuity Amount Payments shall accrue and / or be payable to the Operator from the date of the Termination Notice; provided, however, the Authority shall affect payment of the undisputed, accrued and unpaid Annuity Amount Payments up to the date of the Operator's receipt of the Termination Notice;
  - b. the Operator shall immediately and in any event on the Transfer Date, hand-over the Facility to the Authority in accordance with the Annex-J (Taking-Over Criteria);
  - c. the Authority shall pay to the Operator on or prior to the Termination Payment Date, by way of Termination Payment, an amount determined in accordance with Article 17.
3. by any Party as a result of a Force Majeure Event or a Fundamental Change in Law,
  - a. the right of the Operator to the Annuity Amount Payments shall stand terminated with immediate effect and no Annuity Amount Payments shall accrue and / or be payable to the Operator from the date of the Termination Notice; provided, however, the Authority shall affect payment of the undisputed, accrued and unpaid Annuity Amount Payments up to the date of the Operator's receipt of the Termination Notice;
  - b. the Operator shall immediately and in any event on the Transfer Date, hand-over the Facility to the Authority in accordance with the Annex J (Taking-Over Criteria);

- c. the Authority shall not be required to make any further payments to the Operator on account of such termination.

### **16.5 Rights Of The Authority On Termination And/ Or Final Expiry Date**

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

- i. take possession and control of Facility and all asset constituting thereof and relating thereto;
- ii. prohibit the Operator and any person claiming through or under the Operator from entering upon the Facility or any part thereof;
- iii. the Operator shall hand over all operational manuals, records, equipment and assignment to the effect to receive the materials, equipment and other items of operational materials to the Authority;
- iv. all licenses, protocols, diagnostic procedures permissions, shall stand transferred to the Authority; and
- v. the Operator shall be bound to comply fully with the Annex-J (Taking-Over Criteria).

### **16.6 Termination Payments**

16.6.1 The Termination Payment, determined in accordance with Article 17, shall be payable to the Operator by the Authority on or prior to the Termination Payment Date in accordance with a demand being made by the Operator in writing, subject to the same being duly certified by the Independent Expert.

### **16.7 Mode Of Payment**

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

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

## **17 COMPENSATION ON TERMINATION**

---

### **17.1 Consequences Of Termination-Compensation**

#### **17.1.1 Termination Due to Operator Event of Default**

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

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

17.1.2.1 Upon termination of this Agreement due to an Authority Event of Default, the Authority shall pay to the Operator, all amounts due and payable to the Operator in respect of the period following prior to the termination. In addition, the Authority shall have right to deduct and set-off (if any) any amount due or payable by the Operator to the utility providers and to the Authority in respect of the period following prior to Termination.

17.1.2.2 Upon termination of this Agreement due to a Political Force Majeure Event or a Fundamental Change in Law, the Authority shall pay to the Operator, all amounts due and payable to the Operator in respect of the period following prior to the termination. In addition, the Authority shall have right to deduct and set-off (if any) of if any amount due or payable by the Operator to the utility providers and to the Authority in respect of the period following prior to Termination

#### **17.1.3 Termination Due to Non-Political Force Majeure Event**

17.1.3.1 Upon termination of this Agreement due to a Non Political Force Majeure Event, the Authority shall pay to the Operator all amounts due and payable to the Operator in respect of the period following prior to the termination. In addition, the Authority shall have right to deduct and set-off (if any) of if any amount due or payable by the Operator to the utility providers and to the Authority in respect of the period following prior to Termination

### **17.2 Calculation And Payment Of Termination Compensation**

17.2.1 The final amount of the Termination Compensation and other amounts payable in term of Article 17.1, payable pursuant to this Agreement shall be calculated by the Independent Expert. The Independent Expert shall submit a written report to the Parties setting out his findings within 30 (Thirty) Days of the date on which either Party first sends him a written request to calculate the Termination Compensation. The Parties shall provide all reasonable assistance to the Independent Expert in order to enable him to achieve his mission within the prescribed deadline, including, as regards to the Operator, by giving full access to its accounts. The findings of the Independent Expert as set out in his written report shall be final and binding on the Parties, save to the extent of any manifest error.

17.2.2 The Payment shall include the undisputed, accrued and unpaid Annuity Amount Payments i.e. Operating Expenses and Management Fee, after setting of any Amount (user charges) due to the Authority, up to the date of the Operator's receipt of the Termination Notice.

17.2.3 The Termination Compensation and other amounts payable in term of Article 17.1 shall become due and payable by relevant Party within 60 (Sixty) Days of a demand being made by the relevant party, by way of written notice, for the amount set out in the Independent Expert's written report.

### **17.3 Full And Final Settlement**

Notwithstanding anything to the contrary elsewhere in this Agreement, any Termination

Compensation and other amounts payable in term of Article 17.1 determined pursuant to this Article 17.3 shall, once paid, be in full and final settlement of any claim, demand and/or proceedings of the Operator against the Authority, in relation to any misrepresentation, breach and/or termination of this Agreement and the Operator shall be deemed to relinquished all other rights and remedies in respect of such Termination for whatever reason the Agreement stands terminated.

## **18 DISPUTE RESOLUTION**

---

### **18.1 Preliminary Settlement**

#### **18.1.1 Amicable Settlement**

If any dispute or difference or claims of any kind arises between the Authority and the Operator in connection with construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of this Agreement, or the rights, duties or liabilities of any Party under this Agreement, whether during the Concession Period or on expiry thereof, whether before or after the termination of this Agreement ("**Dispute**"), then the senior/executive level representatives of the Parties shall meet, at the request of any Party, in an effort to resolve such Dispute by discussion between them.

The senior/executive level representatives shall meet as and when necessary from time to time and attempt in good faith and use their best endeavors at all times to resolve the Dispute and produce written terms of settlement. If the Dispute is not resolved by discussion between them, as evidenced by the signing of the written terms, within 30(Thirty) Days of raising such Dispute, the Dispute shall be resolved in accordance with Article 18.1.2.

#### **18.1.2 Fast-Track Adjudication By Independent Expert**

If any specific dispute or difference or claims of any kind arises between the Authority and the Operator related to the determination of:

- i. existence and the consequences of a Force Majeure Event as specified in Article 14,
- ii. an Event of Default as specified in Article 15,
- iii. the remedy of defaults and termination procedures as specified in Article 16, and/or
- iv. the existence, nature and consequences of a Change in Law,

the Parties hereby agree to refer such matter for fast-track adjudication (subject always to final arbitration in terms of Article 18.2) to the Independent Expert.

The Parties may also, if they so agree at that time, refer for determination any other matter of a technical nature to the Independent Expert.

If any such specific dispute is not resolved by the Independent Expert, within 30 (Thirty) Days of its raising, it shall be resolved in accordance with Article 18.2.

## **18.2 Dispute Settlement By Arbitration**

### **18.2.1 Appointment of Arbitrator and Rules governing Arbitration**

The Parties acknowledge and agree that this Agreement constitutes a commercial transaction.

Each of the Parties unconditionally and irrevocably agrees in respect of a Dispute:

- (a) to the submission of such Dispute to binding arbitration governed by the Arbitration Act, by appointment of three arbitrators, one to be appointed by the Authority, one to be appointed by the Operator and one to be appointed jointly by the two arbitrators appointed by the Authority and the Operator ("Arbitrators"). Any arbitration proceedings commenced pursuant to this Article 18.2 shall be referred to as the Arbitration ("Arbitration");
- (b) not to claim any right it may have under the laws of any jurisdiction to hinder, obstruct or nullify the submission of the Dispute to the Arbitration; and
- (c) to accept the Award rendered by the Arbitrator and any judgment entered there on by a court of competent jurisdiction as final and binding and not to hinder, obstruct or nullify the enforcement or execution of any award rendered by the Arbitrator or court of competent jurisdiction.

18.2.2 The Parties hereto agree that before invoking the provisions of Article 18.2.1, the Parties shall, in addition to, the Amicable Settlement, may also resort to Alternate Dispute Resolution mechanism under the provisions of the Alternate Dispute Resolution Act, 2017.

### **18.2.2 Place of Arbitration**

The place of the Arbitration shall be Islamabad.

### **18.2.3 English Language**

The request for the Arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings pursuant to the Arbitration shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

### **18.2.4 Enforcement of the Award**

Any decision or award resulting from the Arbitration ("Award") or decision through Alternate Dispute Resolution mechanism shall be final and binding upon the Parties.

The Parties hereby waive, to the extent permitted by Applicable Law, any rights to appeal or to review of such Award by any court or tribunal. The Parties hereto, agree that an Award may be forced against the Parties to the Arbitration proceeding or their assets, wherever they may be found, and that a judgment upon the Award maybe entered in any court having jurisdiction thereof. Provided, that the Authority assets shall mean to include only the assets forming part of the Project.

### **18.2.5 Fees and Expenses**

The fees and expenses of the Arbitrator and all other expenses of the Arbitration or alternate dispute resolution shall be borne and paid by the respective Parties, subject to determination by the Arbitrators or the mediators, as the case may be. The Arbitrators may provide in the Award for the reimbursement to the prevailing Party of its costs and expenses in bringing or defending the Arbitration claim, including legal fees and expenses incurred by such Party.

### **18.2.6 Performance during Arbitration**

Pending the submission of and/or decision on a Dispute or until the Award is published, the Parties shall continue to perform all of their obligations under this Agreement, without prejudice to a final adjustment in accordance with such Award, unless this Agreement stands terminated. The Agreement and the rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceedings hereunder.

### **18.3 Survival**

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

## **19 REPRESENTATIONS AND WARRANTIES**

---

### **19.1 Mutual Representation And Warranties**

Each Party represents and warrants to the other Party that:

- (a) it has full power and authority to execute, deliver and perform its obligations under this Agreement;
- (b) it has taken all necessary action to authorize the execution, delivery and performance of this Agreement;
- (c) there are no actions, suits or proceeding spending or to its best knowledge, threatened against or affecting it before any court, administrative body or arbitral tribunal which might materially and adversely affect its ability to meet or perform any of its obligations under this Agreement; and
- (d) this Agreement constitutes its legal, valid, binding and enforceable obligation.

### **19.2 Operator's Representations And Warranties**

The Operator represents and warrants to the Authority that:

- (a) It has the financial and technical standing and capacity to undertake the Project in accordance with the terms of this Agreement;
- (b) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under any of the terms of its Memorandum and Articles of Association or other constitutive documents or those of any member of the Consortium or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- (c) all information contained in any document, instrument and/or any submission by the Operator to the Authority (including during in any process leading and/or relating to is true, complete and not misleading;
- (d) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a Material Adverse Effect on its ability to perform its obligations under this Agreement;
- (e) no representation or warranty by it contained herein or in any other document furnished by it to the Authority or to the Government of Pakistan or any governmental authority in relation to Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty;
- (f) it has the technical knowledge, hands on prior experience, expertise and financial capacity to undertake the Project O&M as per scope of work and render the Services as per agreed upon KPI's; and
- (g) neither the Operator nor any of its Affiliates, nor any Person acting on its or their behalf, has committed or engaged in, with respect to the Project or any transaction contemplated by this Agreement, any Sanctionable Practice.

### **19.3 Acknowledgment**

The Parties acknowledge and confirm that the Parties have relied upon and have entered into this Agreement on the basis of the representations, warranties and undertakings made by the Parties hereunder.

The Parties further acknowledge that Annuity Payment shall be evaluated on the basis of agreed KPIs as set out in this Agreement. The Operator further affirms its commitment to achieve the agreed KPIs after the Effective Date and completion of IPP.

## **20 MISCELLANEOUS PROVISIONS**

---

### **20.1 Survival Of Obligations**

Any cause or action which may have arisen in favor of either Party or any right which is vested in either Party under any of the provisions of this Agreement as a result of any act, omission, deed, matter or thing done or omitted to be done by either Party before the expiry of the term of the Agreement by effluxion of time or otherwise in accordance with the provisions of this Agreement, shall survive the expiry of the Agreement.

### **20.2 Entire Agreement**

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

### **20.3 Notices**

20.3.1 Any notice or request in reference to this Agreement shall be written in English language and shall be sent by registered air mail or facsimile and shall be directed to the other Party at the address mentioned below:

**Authority:**

Attention

Address:

Tel: Fax: Email:

**Operator:**

Attention:

Address:

Tel: Fax: Email:

20.3.2 Any notice or demand served by registered post shall be deemed to be duly served 48 (Forty Eight) hours after posting and a notice or demand sent by facsimile shall be deemed to have been served at the time of its transmission and in proving service of the same it will be sufficient to prove, in the case of a letter, that such letter was sent by registered airmail, addressed and placed in the post and in the case of a facsimile transmission, that such facsimile was duly transmitted to a current facsimile number of the addressee at the address referred above.

20.3.3 Each Party may change the above address by prior written notice to the other Party.

### **20.4 Governing Law**

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

## 20.5 Counterparts

This Agreement may be executed in two counterparts, each of which, when executed and delivered, will be an , and both counterparts together shall constitute one and the same instrument.

## 20.6 Language

20.6.1 All notices and communications between the Authority, the Operator and the Independent Expert, required under this Agreement, shall be drawn up in English.

## 20.7 Confidentiality

20.7.1 Each of the Parties shall keep confidential and ensure that their employees, officers, consultants and advisers shall keep confidential, all documents and other information, whether technical or commercial, supplied to it by or on behalf of the other Party, relating to the Project and shall not, without the consent of the other Party, publish or otherwise disclose or use the same for its own purposes otherwise than as may be required(i) by Applicable Laws or appropriate regulatory authorities, (ii) to perform its obligations under this Agreement, or (iii) required to be shared with advisers in connection with the Project.

20.7.2 The provisions of Article 20.7.1 here above shall not apply to:

3. any information in the public domain otherwise than by breach of this Agreement;
4. information in the possession of the receiving Party thereof before divulgence as aforesaid, and which was not obtained under any obligation of confidentiality

## 20.8 Amendment

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

## 20.9 Waiver And Consents

20.9.1 Any provision or breach of any provision of this Agreement may be waived before or after it occurs only if evidenced by an agreement in writing signed by the waiving Party.

20.9.2 Any consent under or pursuant to any provision of this Agreement must also be in writing and given prior to the event, action or omission for which it is sought.

20.9.3 Any such waiver or consent maybe given subject to any conditions thought fit by the Person(s) giving it and shall be effective only in the instance and for the purpose for which it is given.

## 20.10 Severability

20.10.1 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will, in any way, be affected or impaired and the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

20.10.2 The Parties will negotiate in good faith with a view to agreeing one or more provisions which may be substituted for any such invalid, illegal or unenforceable provision and which are satisfactory to the Operator and produce as nearly as is practicable in all the circumstances the appropriate balance of the commercial interests of the Parties.

### **20.11 Costs And Expenses**

Each Party shall be responsible for paying its own costs and expenses incurred in connection with the negotiation, preparation and execution of this Agreement.

### **20.12 No Assignment**

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

20.12.2 The rights and obligations of the Authority under this Agreement shall not be assigned, novated or otherwise transferred to any Person other than a public body or a government company or a statutory corporation that:

5. is a single entity;

(b) to whom the entire Agreement is assigned and/or transferred; and

(c) has the legal capacity, power and authority to become a party to and to perform the obligations of the Authority under this Agreement.

### **20.13 Good Faith**

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

### **20.14 Independence**

In respect of all matters dealing with the Concession Agreement, the Independent Expert shall be independent and shall ensure that they perform all their obligations in accordance with the **ANNEX H (Terms of Reference For Independent Expert)** and the Concession Agreement.

**IN WITNESS WHERE OF** the Parties here to have caused this Agreement to be executed by their duly authorized representatives on date first above mentioned:

**FOR AND ON BEHALF OF:**

**MINISTRY OF NATIONAL HEALTH SERVICES, REGULATIONS AND COORDINATION, THE AUTHORITY WITHIN NAMED, THROUGH ITS AUTHORISED SIGNATORY**

SIGNATURE

Name:

Designation: in the presence of:  
signature of

.....

**WITNESSES**

1- NAME:  
ADDRESS:  
CNIC NO:

SIGNATURE

2- NAME:  
ADDRESS  
CNIC NO:

.....

.....

\_\_\_\_\_,THE  
OPERATOR WITHIN NAMED,  
THROUGH ITS AUTHORISED  
SIGNATORY

SIGNATURE

Name:

Designation:

.....

IN THE PRESENCE OF:  
SIGNATURE OF  
WITNESSES

SIGNATURE

**21** NAME:  
ADDRESS:  
CNIC NO:

.....

**22** NAME:  
ADDRESS  
CNIC NO:

.....

## **LIST OF ANNEXURES**

---

**ANNEX A (*Annuity Amount Payment Adjustment Formula*)**

**ANNEX B (*Annuity Amount Payment Schedule*)**

**ANNEX C (*Authority Employees*)**

**ANNEX D (*Guidelines For Capacity Test*)**

**ANNEX E (*Employment Criteria*)**

**ANNEX F (*Facility*)**

**ANNEX G (*Handing Over Criteria*)**

**ANNEX H (*Terms of Reference For Independent Expert*)**

**ANNEX I (*Scope of Work & KPIs*)**

**ANNEX J (*Taking-Over Criteria*)**

**ANNEX K (*List of Periodic Reports*)**

**ANNEX L (*Form of Performance Security*)**

**ANNEX M (**STANDING INSTRUCTIONS**)**

**ANNEX N (**APPLICABLE PERMITS**)**

**ANNEX O (**GUIDELINES FOR TRAINING OF OPERATOR'S STAFF**)**

**ANNEX P (**FINANCIAL MODEL**)**

**ANNEX Q (**TECHNICAL BID OF THE OPERATOR**)**

## **Annex A (Annuity Amount Payment Adjustment Formula)**

### **Payment mechanism**

The HMO/Operator shall be solely responsible to manage, operate and maintain the Facilities as per industry best practice to improve overall service and quality. Specifically, the Operator shall be responsible for performing its duties in accordance with the terms and conditions specified in the Request for Proposal, draft Concession Agreement and its Technical Proposal. The Government is responsible for processing contractual payments, certified by the IE strictly within the budgetary limits of the financial proposal and guidelines specified in the bidding documents. The Operator would bear the risk of cost overruns, or any additional expenditure required to perform its duties in accordance with the KPIs, scope of work and technical proposal, which is not covered in its financial bid without compromising the quality of treatment.

The Agreement establishes a structured, KPI-linked performance-based annuity model. Funding is routed through a dedicated Authority Annuity Payment Account (Escrow) to Operator Annuity Payment Account.

### **PROPOSED ANNUITY AMOUNT PAYMENT AND FUNDING**

The Authority shall be responsible for Annuity Amount Payment at each Annuity Amount Payment Date subject to Annuity Amount Adjustment, as more detailed in the Concession Agreement.

The Authority shall issue payments in advance which will be subject to adjustments, if any, of the previous quarter, as determined by the IE.

In respect of each Quarter, within five (05) Days of the end of each quarter relating to an Annuity Amount Period, the Operator shall submit the Quarterly Progress Report (QPR) including Quarterly Expense Summary (QES) along with supporting evidence of the Reimbursable Budget Heads to the IE. Independent Expert (IE) shall issue a verified evaluation report along with Annuity Amount Payment certificate to the escrow bank after adjusting any performance-based deductions based on the KPIs score obtained.

The Authority Annuity Amount Payment Account shall be operated through irrevocable standing instructions given to the Account Bank (Escrow Bank) in the form and manner specified in the Concession Agreement.

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

- c) the Facility has remained out of operation at any time during a financial year; or
- d) the Independent Expert determines that:
  - iii. the Operator has not met any one or more of the KPIs or has failed to attain the requisite percentage of any particular KPI;
  - iv. the Operator has failed to maintain the Facility in accordance with the provisions of this Agreement (as permitted in the Reporting Forms, if applicable) and Budget Guidelines, irrespective of whether the Facility has been functioning properly or not; and
  - v. Payment Error

### **ESCROW MECHANISM**

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.

### **CALCULATION OF PAYABLE ANNUITY AMOUNT PAYMENT**

The Payable Annuity Amount Payment for a particular period shall be calculated based on annuity amount for the particular quarter, as specified in the annuity schedule, subject to Annuity Amount Payment Adjustments, as determined by the IE. The Reimbursable Budget Heads shall be adjusted on the basis of actual expense incurred on the basis of sufficient and satisfactory supporting documents

and in accordance with the terms and conditions specified in the Concession Agreement including Financial Model whereas Adjustable Budget Heads amount shall be adjusted for performance based deduction, if any, for the previous period.

The KPI score (%) shall be applied to the Adjustment Heads of the relevant quarter for calculating Annuity Amount Adjustment Amount.

The total Annuity Amount Payment Adjustment Amount, if any, shall be deducted in the following manner:

Performance Score	Determination of Deduction Amount
95%	No deduction
90%-95%	Deduction from management fees (*Cat F) only
Less than 90%	Deduction from management fees (*Cat F) and Budget for Operating Expenditure (*Cat B)
Less than 75% for 3 quarters	Event of Default
Less than 60%	Immediate event of default

*\*Category mentioned in the Budget Guideline*

The deduction amount will be adjusted from the Management Fee only. In case of total depletion of Management Fee due to KPI based deduction, the remaining amount shall be deducted from the Management Fee of the subsequent quarter. This rule applies except for the last quarter, in which the Annuity Amount Payment Adjustment Amount shall be deducted from the total Annuity Amount Payment Amount.

**ADVANCE PAYMENTS AND FUNDING OF ANNUITY AMOUNT PAYMENTS**

The Authority shall pre-fund the Authority Annuity Amount Account with at least two (02) Annuity Amount Payments required in the subsequent quarters in accordance with the Annuity Schedule prior to the issuance of Effective Date Notification.

Subsequently, within five (5) Days of each Annuity Amount Payment Date, the Authority shall fund the Authority Annuity Amount Payment Account in such manner that the Annuity Amount Payment for the subsequent two quarters as per Annuity Amount Payment Schedule remain available throughout the Concession period.

The first annuity payment for installation period will be given in advance. Therefore after, each payment will be released after IE’s review of the previous quarter’s performance on the basis of quarterly reports submitted by the Operator and IE’s assessment. Any adjustments to Reimbursable Heads or Adjustment Heads, if required, will be done from next period’s annuity payment.

**ANNUITY AMOUNT PAYMENT ADJUSTMENT FORMULA**

**NOTE:** *The Authority shall release Annuity Amount Payments to the Operator based on the recommendations by the Independent Expert following the other terms and conditions outlined in the Concession Agreement.*

### Illustration of Annuity Amount Payment Adjustment mechanism

S. No.	Area	Weight (A)	Maximum score (B)	Actual score (C)	Adjustment Percentage C/B*A
<b>IHITC</b>					
1	KPI 1. Service Delivery and Infection Control	60%	60	96	58%
2	KPI 2. Health Information System (HIMS/LIMS) & Data Reporting	10%	10	90	9%
3	KPI 3. Human Resource	10%	10	95	10%
4	KPI 4. Infrastructure & Facilities	10%	10	96	10%
5	KPI 5. Patient Safety and Experience	10%	10	97	10%
<b>Total (IHITC)</b>		<b>100%</b>			<b>95%</b>
<b>RBC and Connected HBBs</b>					
1	KPI 1. Collection of Blood and Donor Management	10%	10	96	10%
2	KPI 2. Screening, Testing, and Quality Assurance	25%	25	80	20%
3	KPI 3. Component Preparation, Storage, and Distribution	15%	15	98	15%
4	KPI 4. Human Resource	10%	10	93	9%
5	KPI 5. Regulatory Compliance and Quality Management System (QMS)	10%	10	91	9%
6	KPI 6. Information Systems and Data Reporting	10%	10	95	10%
	KPI 7. Hospital Blood Bank Operations	15%	15	96	14%
7	KPI 7. Outreach and Public Awareness	5%	5	97	5%
<b>Total</b>		<b>100%</b>			<b>91%</b>

Payment Calculation	IHITC	RBC & Connected HBBs	Total
Annuity Amount Payment Amount	<b>100,000</b>	<b>35,000</b>	<b>135,000</b>
Annuity Amount Adjustment Score	<b>95%</b>	<b>91%</b>	
<b>Adjustment Event:</b>			
▪ KPI based deduction: (95% less Percentage Score Achieved)		<b>1400</b>	<b>1,400</b>
<b>Payable Annuity Payment Amount</b>	<b>100,000</b>	<b>33,600</b>	<b>133,600</b>

**Annex B (Annuity Amount Payment Schedule)**

*[Operator to provide the Schedule which will be finalized by the Authority with the confirmation from Independent Expert prior to the Effective Date]*

**Annex C (Authority Employees)**

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

### **Annex D (Guidelines for Capacity Test)**

1. The medical Practitioner should have relevant verifiable degree (MBBS/BDS, CAN, BSN, MidWifery Diploma, FCPS etc. as applicable);
2. The Medical Practitioner should have a valid registration with Pakistan Medical & Dental Council (PM&DC) and / or Pakistan Nursing Council (PNC) as applicable;
3. The Medical Practitioner should have a valid Certification of Good Standing with Pakistan Medical & Dental Council (PM&DC);
4. The Medical Practitioner should be compliant with code of medical ethics prescribed by the PM&DC and / or PNC as applicable;
5. The Medical Practitioner should be compliant with the applicable Continuing Medical Education (CME) requirements; and
6. The Medical Practitioner should not have any past pending litigations / pending inquiries / pending complaints against him/her.

### **Annex E (Employment Criteria)**

*[To be finalized by the Operator within thirty (30) Days of the Effective Date and approved by the Independent Expert within fifteen (15) Days thereof].*

*Employment Criteria should reflect the minimum academic and professional qualifications requirement, job descriptions, necessary skills, attributes, etc., for Staff in the Facility. The Operator shall initiate, and Independent Expert finalize the Employment Criteria, i.e., the minimum requirement of the academic and professional qualifications, job descriptions, necessary skills, and attributes, etc., for the Staff in line with the RFP Document, including this Agreement.*

**Annex F (Facility)**

S. No.	Address	Facility Name	Facility Type	Contracted Partner
1	Kuri Road, Near Zong Headquarters, Mohran Jejan, Islamabad	Isolation Hospital And Infections Treatment Center (IHITC)	Hospital	
2	Park Road, Chak Shahzad, Islamabad	Regional Blood Center (RBC) and 3 Hospital Blood Banks (HBB)	Blood Center	

### **Annex G (Handing Over Criteria)**

*[The Authority shall hand over the Facility to the Operator in accordance with the following Handing over Criteria. A lists of the assets, furniture, and fixtures available at the Facility will be prepared during a joint inspections conducted by the Operator, Authority and Independent Expert before Handing Over. The list of following assets, furniture, and fixtures shall be finalized between the Parties after the signing of the Agreement and before the Notification of the Effective Date:]*

## **Annex H (Terms of Reference for Independent Expert)**

### **1. Objective**

Scope of services for the role of IE for the project as per the terms and conditions under this Agreement and the Performance Based Agreement include the following:

The objective of the performance audit shall review the actual periodic performance of the Operator against the Key Performance Indicators (KPIs) stated in **Annexure I**, as agreed by the Authority and the Operator following the execution of the performance based agreement. Also, on biannually basis, IA/IE shall provide outcome of the audit/assessment in form of a report "IE Report" with overall quantification of the achievement of actual score against the KPIs along with proposed released of funds for the next biannually based on performance achieved during the current biannually and details of findings noted during the audit/assessment process.

### **2. Scope of work**

The assignment will comprise following tasks during its periodic verification:

- i. To understand in detail concession documents and other related documents in place to set up mechanism / systems for performance benchmarks of the Operator;
- ii. To check whether the bank accounts have been opened as per the requirement of the agreement;
- iii. To carry out an assessment of processes / systems the Operator has implemented to capture reporting mechanism, its effectiveness and reasonableness for compilation of reports related to financial and performance indicators;
- iv. To review the Summary KPI scoring sheet of the Operator for data accuracy and consistency. For this purpose, IA shall obtain detailed working of KPIs data from the Operator / Authority and review the same for data accuracy and consistency based on the biannually KPI report(s);
- v. To conduct a biannually verification of documents (prepared by Operator) on a sample basis related to operational KPIs set in the **Annexure I** and assessment of financial performance indicators and related documents made available to IE;
- vi. To validate that all expenses (actual & allocated) reported by the Operator which pertains to the Performance Based Agreement. For this purpose, verify the supporting documentation for the expenses / procurements on a sample basis and ensure amount incurred and reported is consistent with the approved budgetary allocation for that expense. Further assess reasonability of processes / controls in place for incurring such expenses, such as competition in procurement process, documentation, timely recording and reporting of expenses;
- vii. To analyze financial and operational performance and identify / report reasons for such deviation;
- viii. To review controls in place to ensure accuracy and completeness of recordkeeping and accounting functions;
- ix. To validate that financial reports are delivered as per the approved timeline;
- x. To review reasons for material variation in actual expenditure incurred against budgeted amount;
- xi. To check that biannually progress reports are submitted by the Operator and contains all the information required by the MoNHSRC or the Independent expert itself; and
- xii. To review the annuity amount payment working as prepared by the Operator (as per requirements of Amended and Stated Concession Agreement or any other amendment to it) and certify if it satisfies the criteria set out for the payment identifying any Annuity Amount Payment Adjustment events that may have arisen.
- xiii. To maintain independence and objectivity of IE process, its scope will not include establishing processes, systems, controls and / or compilation of any reports / workings / data for monitoring financial indicators and KPIs.
- xiv. To review annual financial and operational performance of the Operator and issue a report thereon.

### **3. Financial indicators**

Approved Budget as set forth in the Annexure M.

### **4. Operational indicators**

As set forth in the Annexure I.

### **5. Expected deliverables**

The Independent Expert shall submit the following on quarterly basis:

Issue IE Report to Authority for Key Performance Indicators as per KPIs finalized between Operator and Authority along with proposed released of funds for the next biannual based on performance achieved during the current quarter and details of findings noted during the audit/assessment process.



## Annex I (Scope of Work & KPIs)

### ○ **Scope of Work**

Infectious disease management and blood transfusion services are critical components of Pakistan's health system. Millions of lives are saved every year through timely diagnosis, treatment, and safe blood transfusions. However, systemic challenges persist—including inadequate isolation facilities, limited trained staff, fragmented blood supply systems, and weak infection control.

To address these gaps, the Authority has initiated the outsourcing of the Isolation Hospital & Infectious Treatment Centre and the Regional Blood Centre, Islamabad, through a Public-Private Partnership framework. This initiative aims to ensure efficient, high-quality, and sustainable service delivery aligned with Vision 2025, the National Health Security Framework, and WHO standards.

### **C. Project Phases:**

#### **(a) Installation & Planning Period (IPP):**

- Installation/set up works including repair and maintenance of the facilities,
- Procurement of necessary equipment and supplies,
- Hiring of additional staff,
- Assessment of existing equipment and maintenance if required,
- Establish Health Management Information System (HMIS)
- Provision of utilities, and
- any other additional work required for functioning of the facilities.

#### **(b) Operation Period**

- Maintain and operate the Facility per scope of work, KPIs and Good Industry Practice,
- Train and manage all staff, including Authority Employees handed over,
- Maintain full operational readiness,
- Ensure availability of all required staff and general and medical supplies throughout O&M period
- Maintenance of the Facility equipment and replacement as and when required,
- Safety and security measures,
- Ensure uninterrupted supply of utility including power backup,
- Ensure all Applicable Permits and compliance,
- Compliance and adherence to the Authority's polices and regulations from time to time,
- Maintain fully functional HMIS,
- Ensure facilities remain operational 24 hours throughout the Concession Period,
- Ensure timely periodic reporting, and
- Maintain books of records, audits, KPIs and performance tracking.

#### **(c) Handback:**

- The Operator shall handover the Facilities to the Authority at the end of the Concession Period in compliance with the requirements set out in the Concession Agreement.

### **D. Facility-Wise Scope of Work:**

#### **I. Isolation Hospital and Infection Treatment Centre (IHITC)**

Scope of Services includes:

ACTIVITIES	DETAILED SCOPE OF WORK
<b>a. Operations and Maintenance:</b>	The project involves complete operational management and maintenance of the Isolation Hospital and Infections Treatment Center (IHITC) in Islamabad, including all clinical and non-clinical services.
<b>b. Clinical Services:</b>	<ul style="list-style-type: none"><li>• Patient admission, assessment, and triage</li><li>• Isolation and containment of infectious disease cases</li></ul>

	<ul style="list-style-type: none"> <li>• Clinical management following evidence-based protocols</li> <li>• Critical care services in dedicated ICUs</li> <li>• Medical consultations by infectious disease specialists</li> <li>• Nursing and allied health services</li> <li>• Patient monitoring and care coordination</li> </ul>
<b>c. Diagnostic Services:</b>	<ul style="list-style-type: none"> <li>• Laboratory testing for infectious disease diagnosis</li> <li>• Molecular diagnostics (PCR and other advanced tests)</li> <li>• Serology and immunology testing</li> <li>• Microbiology culture and sensitivity testing</li> <li>• Radiology services (X-ray, CT scan if available)</li> <li>• Point-of-care testing for rapid diagnosis</li> </ul>
<b>d. Infection Prevention and Control (IPC):</b>	<ul style="list-style-type: none"> <li>• Implementation of comprehensive IPC protocols</li> <li>• Personal protective equipment (PPE) management</li> <li>• Environmental cleaning and disinfection</li> <li>• Hand hygiene compliance monitoring</li> <li>• Healthcare-associated infection surveillance</li> <li>• IPC training for all staff</li> </ul>
<b>e. Biosafety and Biosecurity:</b>	<ul style="list-style-type: none"> <li>• Maintenance of appropriate biosafety levels in laboratory and clinical areas</li> <li>• Safe handling and transport of infectious specimens</li> <li>• Access control and security measures</li> <li>• Incident reporting and management</li> </ul>
<b>f. HVAC and Environmental Control:</b>	<ul style="list-style-type: none"> <li>• Maintenance of specialized ventilation systems</li> <li>• Negative pressure room management where applicable</li> <li>• Air filtration system maintenance</li> <li>• Temperature and humidity control</li> <li>• Regular system monitoring and validation</li> </ul>
<b>g. Waste Management:</b>	<ul style="list-style-type: none"> <li>• Segregation of infectious medical waste</li> <li>• Safe storage and transportation of biomedical waste</li> <li>• Operation of incinerator or arrangement with licensed waste disposal contractor</li> <li>• Compliance with biomedical waste management rules</li> <li>• Documentation and record-keeping</li> </ul>
<b>h. Digital Health Management:</b>	<ul style="list-style-type: none"> <li>• Implementation and maintenance of Health Information Management System (HIMS)</li> <li>• Laboratory Information Management System (LIMS)</li> <li>• Electronic medical records (EMR) for all patients</li> <li>• Disease surveillance and reporting system</li> <li>• Data security and confidentiality measures</li> </ul>
<b>i. Patient Support Services:</b>	<ul style="list-style-type: none"> <li>• Dietary services appropriate for infectious disease patients</li> <li>• Psychosocial support services</li> <li>• Discharge planning and follow-up</li> <li>• Patient and family counseling</li> <li>• Communication support</li> </ul>
<b>j. Emergency Response:</b>	<ul style="list-style-type: none"> <li>• 24/7 emergency services operational</li> <li>• Outbreak response capability</li> <li>• Surge capacity management during epidemics</li> <li>• Coordination with national and provincial health authorities</li> </ul>
<b>k. Human Resource Management:</b>	<ul style="list-style-type: none"> <li>• Recruitment, deployment, and retention of all staff</li> <li>• Continuous professional development and training</li> <li>• Staff health and safety programs</li> <li>• Performance management systems</li> <li>• Competitive compensation packages to attract qualified professionals</li> <li>• Specialized training in infectious disease management and IPC</li> </ul>
<b>l. Equipment and Infrastructure</b>	<p>a. Maintain all medical equipment including:</p> <ul style="list-style-type: none"> <li>• ICU equipment (ventilators, monitors, infusion pumps)</li> </ul>

<b>Management:</b>	<ul style="list-style-type: none"> <li>• Laboratory equipment</li> <li>• Diagnostic equipment</li> <li>• HVAC systems</li> <li>• Fire safety systems</li> <li>• CCTV and security systems</li> <li>• HIMS and LIMS</li> </ul> <p>b. Ensure proper functioning of:</p> <ul style="list-style-type: none"> <li>• Specialized ventilation and air filtration systems</li> <li>• Isolation room negative pressure systems</li> <li>• Emergency power backup</li> <li>• Water supply and treatment</li> <li>• Medical gas supply systems</li> </ul>
<b>m. Supply Chain and Logistics:</b>	<ul style="list-style-type: none"> <li>• Procurement of medicines, supplies, and consumables</li> <li>• Inventory management systems</li> <li>• Quality assurance of supplies</li> <li>• Cold chain management where required</li> <li>• PPE and IPC supplies</li> <li>• Laboratory reagents and consumables</li> </ul>
<b>n. Disease Surveillance and Reporting:</b>	<ul style="list-style-type: none"> <li>• Timely reporting of notifiable diseases to NIH/Authority</li> <li>• Participation in national disease surveillance systems</li> <li>• Data sharing for public health purposes</li> <li>• Outbreak investigation support</li> <li>• Compliance with International Health Regulations (IHR)</li> </ul>
<b>o. Quality Assurance and Accreditation:</b>	<ul style="list-style-type: none"> <li>• Implement quality management systems</li> <li>• Work towards national and international accreditation</li> <li>• Regular internal and external audits</li> <li>• Patient satisfaction surveys</li> <li>• Continuous quality improvement initiatives</li> </ul>
<b>p. Emergency Preparedness and Response:</b>	<ul style="list-style-type: none"> <li>• Maintain surge capacity plans for epidemics/pandemics</li> <li>• Participate in national emergency response</li> <li>• Coordinate with disaster management authorities</li> <li>• Conduct regular emergency drills</li> <li>• Maintain emergency supplies and equipment</li> </ul>
<b>r. Financial Management and Reporting:</b>	<ul style="list-style-type: none"> <li>• Maintain comprehensive financial records</li> <li>• Submit regular financial reports to Authority</li> <li>• Undergo annual audits by reputable independent firms</li> <li>• Cooperate with Auditor General of Pakistan for government-related audits</li> <li>• Transparent fee structure for services where applicable</li> </ul>
<b>s. Patient Services Fee Structure:</b>	<ul style="list-style-type: none"> <li>• Provide services to government-referred patients as per agreed terms</li> <li>• Establish transparent fee structure for services</li> <li>• Provision for subsidized/free care for economically disadvantaged patients</li> <li>• Insurance and third-party billing arrangements</li> <li>• Clear billing and payment policies</li> </ul>
<b>t. Information Technology and Digital Systems:</b>	<ul style="list-style-type: none"> <li>• Implement and maintain HIMS and LMIS</li> <li>• Ensure cybersecurity measures</li> <li>• Data backup and disaster recovery systems</li> <li>• Interoperability with national health information systems</li> <li>• Telemedicine capabilities where appropriate</li> </ul>
<b>u. Research and Training:</b>	<ul style="list-style-type: none"> <li>• Support research activities in infectious diseases</li> <li>• Serve as training site for healthcare professionals</li> <li>• Continuing medical education programs</li> <li>• Collaboration with academic institutions</li> </ul>

	<ul style="list-style-type: none"> <li>• Knowledge dissemination through publications and conferences</li> </ul>
<b>v. Miscellaneous Requirements:</b>	<ul style="list-style-type: none"> <li>• Network (LAN) connectivity for all digital systems</li> <li>• Broadband internet for communications and telemedicine</li> <li>• Fire safety measures and regular inspections</li> <li>• Security services for facility and personnel</li> <li>• Ambulance services for patient transfer if required</li> <li>• Maintenance of appropriate licensure and registrations</li> </ul>
<b>w. Asset Management and Handover:</b>	Maintain all project-related assets in good working condition and transfer them to Authority at the end of the Concession Period.

## b. Regional Blood Centre (RBC)

Scope of Services includes:

<b>ACTIVITIES</b>	<b>DETAILED SCOPE OF WORK</b>
<b>v. Operations and Maintenance</b>	Full operational management and maintenance of the Regional Blood Centre (RBC) in Islamabad.
<b>w. Blood Production and Supply</b>	Collection, processing, testing, storage, and distribution of blood and blood components in compliance with Good Manufacturing Practices (GMP) and Good Laboratory Practices (GLP).
<b>x. Core Functions</b>	<ul style="list-style-type: none"> <li>• Mobilization of voluntary, non-remunerated blood donors</li> <li>• Blood collection, processing, screening, and component preparation</li> <li>• Safe storage, labelling, and distribution to linked Hospital Blood Banks (HBBs).</li> </ul>
<b>y. Traceability and Quality Control</b>	Establish complete traceability from donor to recipient, including identification, record management, and monitoring of adverse reactions.
<b>z. Digital Inventory Management</b>	Maintain a centralized digital inventory for the RBC and all linked HBBs using a secure database.
<b>aa. Supply Chain and Logistics</b>	Ensure temperature-controlled transportation of blood and components to HBBs, including emergency deliveries.
<b>bb. Hospital Blood Banks (HBBs)</b>	Equip and support HBBs to manage storage, compatibility testing, and transfusion monitoring in coordination with RBC.
<b>cc. Facility Inspection and Operationalization</b>	Inspect facilities provided by Authority, submit operationalization plan with timelines, and commence services post-award of Effective Date.
<b>dd. Compliance with GMP and GLP</b>	Ensure adoption of recommended screening protocols, staff training, LMIS implementation, component preparation, documentation, cold chain maintenance, quarantine storage, and donor management.
<b>ee. Donor Mobilization</b>	Develop and implement a communication strategy to attract and ensure periodic voluntary blood donations.
<b>ff. Transportation and Distribution</b>	Transport blood and components in temperature-controlled vehicles as per international standards.
<b>gg. Human Resources</b>	Provide all HR required for operation and maintenance of RBC and linked HBBs.
<b>hh. Asset Transfer</b>	Transfer all project-related assets to MoNHSRC upon expiry of the Concession Period.
<b>ii. Reporting</b>	Submit regular operational and compliance reports to MoNHSRC as per concession agreement.
<b>jj. Emergency Supply Protocol</b>	Ensure unscheduled emergency blood supply to any HBBB upon demand within reasonable time.
<b>kk. Best Practice Compliance</b>	Implement national and international best practices and ensure compliance with all KPIs set by MoNHSRC.
<b>II. Tax Obligations</b>	Private partner shall be liable for all applicable federal, provincial, and local taxes.
<b>mm. Waste Management and Disposal</b>	Ensure safe disposal of expired or contaminated blood, equipment, and biohazardous waste per environmental regulations; develop protocols for handling, storage, and offsite disposal.
<b>nn. Financial Management and Reporting</b>	Maintain proper accounts reflecting operations, resources, and expenditures; MoNHSRC may conduct periodic reviews.
<b>oo. Financial Audit</b>	Conduct annual audits via independent firm; AGP retains the right to audit accounts related to government funds.

ACTIVITIES	DETAILED SCOPE OF WORK
pp. ICT and Safety Infrastructure	Ensure LAN cabling for systems, broadband connectivity for online services, and fire safety provisions at the facility.

## 2. Facilities Performance Areas

### 8.1 Summary of key performance indicators (KPIs)

#### o Key Performance Indicators for IHITC

<b>KPI 1. Service Delivery and Infection Control (60%)</b>		
<b>Sub KPI</b>	<b>Target and Indicator</b>	<b>Weigh</b>
1.1 ICU and isolation operations	Optimal occupancy 60–85% (flexible based on outbreak/non-outbreak periods)	10%
1.2 Medicine and consumable availability	≥ 90% essential drugs available (WHO essential list)	10%
1.3 OPD coverage	≥ 90% of scheduled OPD sessions held	10%
1.4 Diagnostic & laboratory services	≥ 90% reports delivered within defined TAT	10%
1.5 Emergency readiness	100% adherence and 24/7 coverage	10%
1.6 Clinical audits and quality assurance	Biannual audits (completed in 30 days with immediate corrective actions)	10%
1.7 IPC compliance	≥ 90% compliance score	10%
1.8 Nosocomial infection rate	≤ 3-5% of total admissions	10%
1.9 Surveillance and reporting	≥ 90% timeliness and accuracy	10%
1.10 Biosafety and disinfection	100% adherence to disinfection and biosafety standard protocols	10%
<b>KPI 2. Health Information Management System (HIMS) and Data Reporting (10%)</b>		
2.1 Patient Record Management	100% electronic medical record coverage	15%
2.2 Diagnostic data integration	≥ 95% test results linked with the electronic medical record (EMR)	15%
2.3 Disease surveillance and real-time reporting to MoNHSRC	≥ 98% accurate surveillance and reporting	15%
2.4 Data confidentiality and control of access	No breaches and annual audit clearance	15%
2.5 Data audit and submission	≥ 95% clean data (as per audit)	20%
2.6 HR Tracking (attendance, role applications, leave applications, complaints)	≥95% accurate data	10%
2.7 Digitalization of assets	Complete digital record of asset utilization, repair, and upgrades (≥95% accurate data)	10%
<b>KPI 3. Human Resource (10%)</b>		
3.1 Filled Positions	≥ 90% filled positions	20%
3.2 Attendance and staff presence	≥ 85% attendance rate per cadre	20%
3.3 Valid credentials (PMDC/PNC/Allied)	100% accredited staff	25%
3.4 CME/IPC training	≥ 60% of staff trained annually	15%
3.5 Leave management	≥ 85% adherence to HR leave policy (notified and approved leaves)	10%
3.6 Evaluation of staff performance and retention	≥ 75% of staff rated “satisfactory or above”	10%
<b>KPI 4. Infrastructure and Facilities (10%)</b>		

4.1 Power, water, HVAC, and oxygen	≥ 95% of operational time (confirmed by maintenance records)	25%
4.2 Maintenance of plant, machinery, generators, laundry, and incinerator	≥ 90% adherence to maintenance schedule	25%
4.3 Functionality of biomedical and non-biomedical equipment	≥ 90% operation time (breakdowns should be resolved within 48-72 hours)	25%
4.4 Management of biohazardous material, waste, and hygiene	≥ 95% adherence to WHO and NIH waste guidelines, no incidence of exposure to hazardous material	25%
<b>KPI 5. Patient Safety and Experience (10%)</b>		
5.1 Patient satisfaction	≥ 85% positive feedback	30%
5.2 Complaints management	≥ 80% resolved within a week	20%
5.3 Emergency waiting time	≤ 10 min average wait time	15%
5.4 OPD waiting time	≤ 30 min average wait time	15%
5.5 Patient mishap events	< 2% incidents per 1,000 patient days	20%

○ **Key Performance Indicators for Regional Blood Centre (RBC), Islamabad**

<b>KPI 1. Collection of Blood and Donor Management (10%)</b>		
<b>Sub KPI</b>	<b>Target and Indicator</b>	<b>Weight</b>
1.1 Voluntary vs directed donors	≥ 85% voluntary donors	20%
1.2 Recruitment and retention of donors	≥ 20% of first-time donors return within 12 months, and ≥ 30% of first-time donors return within 24 months	15%
1.3 Deferral rate	≤ 10% deferrals (reflecting effective pre-donation screening)	15%
1.4 Mobile blood drive	8-10 community drives (per quarter)	15%
1.5 Donor adverse reaction and follow-up	≤ 1% adverse reactions, 100% follow-up with the donors	20%
1.6 Donor satisfaction score	≥ 80% positive	15%
<b>KPI 2. Screening, Testing, and Quality Assurance (25%)</b>		
2.1 Transfusion-Transmissible Infection (TTI) screening	100% of units (HIV, HBV, HCV, Syphilis, Malaria)	20%
2.2 Accuracy of screening	≥ 97% concordance between repeat & control tests	15%
2.3 External Quality Assessment (EQA)	100% participation with ≥ 95% satisfactory results	15%
2.4 Kit and reagent stockouts	Zero	10%
2.5 Calibration and maintenance of equipment	100% compliance with the calibration schedule	15%
2.6 Compliance with laboratory waste disposal	90% or higher adherence to biosafety procedures	10%
2.7 CAP closure and incident reporting	≥ 80% of remedial measures were completed in less than 30 days	15%
<b>KPI 3. Component Preparation, Storage, and Distribution (15%)</b>		
3.1 Component preparation yield	≥ 90% of collected blood separated into components (RBCs, FFP, Platelets)	20%
3.2 Component wastage rate (expiry/breakage)	≤ 3% total wastage	20%
3.3 Cold chain temperature compliance	100% adherence	20%
3.4 Linked hospital supply fulfillment	≥ 95% of approved requests fulfilled	20%

3.5 Emergency response & disaster readiness	Stock reserve $\geq$ 5% of average monthly issue	20%
<b>KPI 4. Human Resource (10%)</b>		
4.1 Staff credentials (PMDC/PNC/MLT)	100% accredited	25%
4.2 Staff presence and attendance	$\geq$ 85% attendance	20%
4.3 CME / Refresher training	$\geq$ 70% of staff trained annually in QA & biosafety	25%
4.4 Leave management	$\geq$ 90% policy-compliant leave entries	15%
4.5 Staff retention rate	$\geq$ 80% retention	15%
<b>KPI 5. Regulatory Compliance and Quality Management System (QMS) (10%)</b>		
5.1 SOP availability and implementation	100% of critical functions covered by updated SOPs	20%
5.2 Internal audits	$\geq$ 80% completion of scheduled audits	20%
5.3 Corrective and Preventive Action (CAPA) efficiency	$\geq$ 85% CAPAs closed	20%
5.4 Adherence to SBTP inspections and regulations	No major non-conformities	20%
5.5 ISO / Accreditation readiness	90% readiness (ISO 15189 standards)	20%
<b>KPI 6. Information Systems and Data Reporting (10%)</b>		
6.1 HIMS / LIMS functionality	$\geq$ 95% uptime	20%
6.2 Data entry accuracy	$\geq$ 98% validated entries	20%
6.3 Reporting timeliness	100% monthly submission within the deadline	20%
6.4 Data confidentiality	Zero breaches	20%
6.5 HR Tracking (attendance, role applications, leave applications, complaints)	$\geq$ 95% accurate data	10%
6.6 Digitalization of assets	Complete digital record of asset utilization, repair, and upgrades ( $\geq$ 95% accurate data)	10%
<b>KPI 7. Hospital Blood Bank Operations (15%)</b>		
7.1 Blood inventory management	$\geq$ 90% of the availability of requested components by RBC	20%
7.2 Cold chain compliance	$\geq$ 95% temperature compliance	20%
7.3 Crossmatch-to-transfusion efficiency	$\geq$ 90% crossmatch requests completed within defined TAT (1–2 hours for routine, 30 minutes for emergency)	20%
7.4 Wastage rate	$\leq$ 2–3% wastage (expired, broken, or returned units)	15%
7.5 Traceability and hemovigilance reporting	100% traceability of each unit from RBC $\rightarrow$ HBB $\rightarrow$ Patient $\geq$ 95% adverse transfusion events reported within 24 hours	15%
7.6 Turnaround time for emergency transfusion support	Emergency transfusion support provided within $\leq$ 15–20 minutes	10%
<b>KPI 8. Outreach and Public Awareness (5%)</b>		
8.1 Awareness campaigns	$\geq$ 1 major awareness event per quarter	30%
8.2 Collaboration with universities / NGOs	$\geq$ 2 active partnerships	25%
8.3 Youth engagement drives	$\geq$ 1 per quarter	25%
8.4 Public feedback response rate	$\geq$ 80% addressed within 7 days	20%

## 9 Scoring System of KPIs

Below table shows the overall KPI score mechanism summary for health facilities

S. No.	Area	Weight (A)	Maximum score	Actual score (B)
<b>IHITC</b>				
1	KPI 1. Service Delivery and Infection Control	60%	60	A * Actual achieved
2	KPI 2. Health Information System (HIMS/LIMS) & Data Reporting	10%	10	A * Actual achieved
3	KPI 3. Human Resource	10%	10	A * Actual achieved
4	KPI 4. Infrastructure & Facilities	10%	10	A * Actual achieved
6	KPI 5. Patient Safety and Experience	10%	10	A * Actual achieved
<b>Total (IHITC)</b>		<b>100%</b>	<b>100</b>	
<b>RBC and Connected HBBS</b>				
1	KPI 1. Collection of Blood and Donor Management	10%	10	A * Actual achieved
2	KPI 2. Screening, Testing, and Quality Assurance	25%	25	A * Actual achieved
3	KPI 3. Component Preparation, Storage, and Distribution	15%	15	A * Actual achieved
4	KPI 4. Human Resource	10%	10	A * Actual achieved
5	KPI 5. Regulatory Compliance and Quality Management System (QMS)	10%	10	A * Actual achieved
6	KPI 6. Information Systems and Data Reporting	10%	10	A * Actual achieved
7	KPI 7. Hospital Blood Bank Operations	15%	15	A * Actual achieved
8	KPI 7. Outreach and Public Awareness	5%	5	A * Actual achieved
<b>Total</b>		<b>100%</b>	<b>100</b>	

**Key Notes:**

**Minimum overall passing score criteria = 95% (Annuity Amount**

For quantitative indicators having scale variables (percentage or absolute number values), the ceiling/floor cut points is used as the baseline or benchmark. Individual performance is measured in terms of variance between the KPI value and the benchmark and scores are assigned based on their relative weightage.

**10 Penalty Framework**

Final KPI Percentage	Action
95%	no deduction
90%-95%	Adjustment from management fees
Less than 90%	Adjustment from management fees first and remaining from OPEX
75% or less for 3 quarters	Event of default
Less than 60%	Immediate event of default

## **ANNEX J – Taking Over Criteria**

*The Taking over Criteria of the Facility shall be similar to the Handing over Criteria specified in ANNEX G (HANDING OVER CRITERIA) above and any other asset(s) acquired by the Operator and/ or Authority during the tenure of this Agreement for the operation and management of the Facility. The Operator shall ensure that the Facility is handed back to the Authority after the Expiry Date and in accordance with the terms of this Agreement in proper working condition.*

## **ANNEX K – List of Periodic Reports**

*[To be developed by the Operator with assistance and guidance from the Independent Expert and finalized not more than thirty (30) Days of hiring the Independent Expert. After that, it is to be approved by the Authority within fifteen (15) Days thereof. For the sake of clarity, there shall be different Reporting Forms for Quarterly and annual reporting to the Independent Expert. A certificate mentioning meeting the conditions, i.e., submission of Quarterly/ annual reports in due time, will also be part of the reporting format to be developed.*

*The Authority reserves its full right to amend the standard reporting templates or notify additional templates to harmonize the Reporting Forms that will be applicable to the Operator with effect from the date of notification issued by the Authority for such modification or addition, if any, during the Concession Period].*

## **ANNEX L – Form of Performance Security**

The Secretary,  
Ministry of National Health Services, Regulation & Coordination,  
Government of Pakistan  
**(Address)**

GUARANTEE NO. .... (hereinafter referred to as the '**Guarantee**' or '**Bank Guarantee**')  
Dated: .....

[*Insert Name of Bank*], being the Guarantee issuing bank (hereinafter referred to as the '**Guarantor Bank**'), understands that the following Parties shall enter into an agreement entitled the "Concession Agreement" (hereinafter referred to as the '**Agreement**') for the management and operation of **Isolation Hospital and Infection Treatment Centre and Regional Blood Centre, Islamabad** under public-private partnership mode (the '**Project**');

- a) **The Governor of Pakistan** (through Secretary, Ministry of National Health Services, Regulation & Coordination, Government of Pakistan), having its office located at 3rd Floor, Kohsar Block, Pak Secretariat, Islamabad, Pakistan for and on behalf of the Government of Sindh (hereinafter referred to as the '**Authority**'); and which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors and assigns);
- b) [**Operator**], a company incorporated under the laws of Pakistan, having its registered office located at [●] (hereinafter referred to as the "**Operator**", which expression shall, where the context so permits, be deemed to mean and include its legal heirs, successors in interest, administrators, executors, and permitted assigns).

Further, the Guarantor Bank understands that pursuant to the terms of the request for proposals issued in respect of the Project by the Authority (the '**RFP**') read with the draft Agreement, the Operator is required to provide the Authority with a Bank Guarantee in an amount equal to PKR [*Insert Amount in Numbers*]/- (Pakistani Rupees [*Insert Amount in Words*]).

The above premised, the Guarantor Bank hereby undertakes irrevocably, unconditionally, and on-demand to pay to the Authority (without any notice, reference, or prior recourse to the Operator or any other entity or without any recourse or reference to the Agreement, document, or other instruments (including the RFP and the Agreement) whether executed or not) any sum or sums (or any part thereof) equivalent in aggregate up to but not exceeding a maximum amount of:

PKR [●]/- (Pakistani Rupees [●]) (hereinafter referred to as the "**Guaranteed Amount**")

immediately, however, not later than within [three (3)] business days from the date of the Guarantor Bank's receipt of the Authority's first written demand (hereinafter referred to as the "**Demand**") at the Guarantor Bank's offices located at [*Insert Address of the Guarantor Bank at which Demand will be made*], such Demand stating:

- a) the total amounts demanded; and
- b) the bank account to which the amounts demanded pursuant to the Demand are to be credited/transferred (hereinafter referred to as the '**Beneficiary Account**').

A Demand shall only be honoured by the Guarantor Bank if it is made by and bears the signature of an authorized officer or representative of the Authority.

The Guarantor Bank shall unconditionally honour a Demand hereunder (notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Operator or any other person) immediately (however not later than [three (3)] business days) of its receipt of the Authority's Demand, as stated earlier, and shall transfer the amount specified in the Demand to the Beneficiary Account. Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future taxes, deductions, or withholdings of any nature whatsoever and by whomsoever imposed, and where any withholding on a payment is required by any applicable law, the Guarantor Bank shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that the Authority receives the total amount due hereunder as if no such withholding had occurred.

This Guarantee shall come into force and shall become automatically effective upon its issuance.

After having come into force, this Guarantee and the Guarantor Bank's obligations hereunder shall expire on [INSERT DATE AND TIME] (the '**Guarantee Expiry Date**') irrespective of whether this Guarantee has been returned to the Guarantor Bank provided that, if the Authority issues a Demand to the Guarantor Bank on or immediately prior to the Guarantee Expiry Date and the same is received by the Guarantor Bank on or prior to the Guarantee Expiry Date, the Guarantor Bank shall honour such Demand.

Upon expiry, this Guarantee shall be returned to the Operator without undue delay. Multiple Demands may be made by the Authority under this Guarantee, but the Guarantor Bank's aggregate liability shall be restricted up to the Guaranteed Amount.

The Guarantor Bank hereby agrees that any part of the Agreement may be amended, renewed, extended, modified, compromised, released, or discharged by mutual agreement between the Authority and the Operator without:

- a) in any way impairing or affecting the Guarantor Bank's liabilities hereunder;
- b) notice to the Guarantor Bank; and
- c) the necessity for any additional endorsement, consent, or guarantee by the Guarantor Bank.

The obligations of the Guarantor Bank herein are absolute and unconditional, irrespective of the value, genuineness, validity, regularity, or enforceability of the Agreement or the insolvency, bankruptcy, reorganization, dissolution, or liquidation of the Operator or any change in ownership of the Operator or any purported assignment by the Operator or any other circumstance whatsoever which might otherwise constitute a discharge or defence of a guarantor or a surety. In order to give effect to this Guarantee, the Authority shall be entitled to treat the Guarantor Bank as the principal debtor.

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

All references to any contract or other instruments are by way of reference only and shall not affect the Guarantor Bank's obligations to make payment under the terms of this Guarantee.

The Authority may assign / transfer or cause or permit to be assigned or transferred any of its rights, title, interests, and benefits of this Guarantee with prior notification to the Guarantor Bank. The Guarantor Bank shall not assign or transfer any of its rights or obligations under this Guarantee.

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

The Guarantor Bank hereby represents and warrants to the Authority that:

- a) it has the power to execute, deliver, and perform the terms and provisions of this Guarantee and has taken all necessary action to authorize the execution, delivery, and performance by it of this Guarantee;
- b) the Guarantor Bank has duly executed and delivered this Guarantee, and this Guarantee constitutes its legal, valid, and binding obligation enforceable in accordance with its terms;
- c) neither the execution, delivery, or performance by the Guarantor Bank of this Guarantee, nor compliance by it with the terms and provisions hereof will: (i) contravene any material provision of any law, statute, rule, or regulations or any order, writ, injunction or decree of any court or governmental instrumentality; (ii) conflict or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Guarantor Bank is a party of by which it or any of its property or assets is bound; or (iii) violate any provision of the Guarantor Bank's constituent documents; and
- d) no order, consent, approval, license, authorization, or validation of, or filing, recording, or registration with (except as have been obtained or made prior to the date hereof), or exemption by, any

governmental or public body or authority, or any subdivision thereof, is required to authorize or is required in connection with (i) the execution, delivery, and performance of this Guarantee; or (ii) the legality, validity, binding effect or enforceability of this Guarantee.

Further, the Guarantor Bank hereby declares and confirms that the signatory(ies) to this Guarantee is/are its duly authorized officer(s) to execute this Guarantee.

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

Executed & Issued  
For & On Behalf of the Guarantor Bank

.....  
NAME: DESIGNATION:  
DATED:

Witness I      Witness II

.....  
NAME:  
CNIC:

.....  
NAME:  
CNIC:

*The precise form of the Performance Security (whether a bank guarantee or a standby letter of credit) shall be agreed upon between the Operator and the Authority prior to the signing of the Concession Agreement. The quantum, duration, and renewal mechanism of the Performance Security shall follow the principles set out in Article 5 of the Concession Agreement.*

## **ANNEX M – Standing Instructions**

*[To be updated by the Authority]*

**ANNEX N – Applicable Permits**

*[To be finalized prior to the Effective Date]*

## **ANNEX O – Guidelines For The Trainings Of Operators Employees**

*The Training Need Assessment required to be undertaken by the Operator shall be conducted in accordance with the RFP, Concession Agreement, parameters proposed by the Operator and approved by the Authority and the Independent Expert. The parameters shall be provided by the Operator within sixty (60) Days of the Commencement Date and shall be approved by the Authority and the Independent Expert within fifteen (15) Days thereof. The Authority and the Independent Expert may propose any reasonable changes to the test parameters which they deem appropriate.*

## **ANNEX P – Financial Model**

*[Financial Model means Financial Bid submitted by the Operator at the time of the bidding process]*

## **ANNEX Q – Technical Bid of the Operator**

*[Technical proposal submitted by the Operator at the time of submission of Bids for undertaking the Project shall be considered as an integral part of the Concession Agreement].*