

# **REQUEST FOR PROPOSAL (RFP)**

for Design, Construct, Renovate, Operate & Manage and Transfer **(DCROT)** of  
Maternity and Neonatal Child Health (MNCH) facility  
located at THQ Mashkai, District Awaran, Balochistan.

**UNDER THE BALOCHISTAN PUBLIC PRIVATE  
PARTNERSHIP ACT, 2021**

**NATIONAL COMPETITIVE BIDDING**

## **VOLUME I: INSTRUCTIONS TO BIDDERS**

**HEALTH DEPARTMENT,  
GOVERNMENT OF BALOCHISTAN**

**DATED**

**February 28, 2025**

**Reference: THQ, Mashkai**

**Dear Bidders,**

The Balochistan Public Private Partnership Authority, Government of Balochistan (the **Agency**), hereby invites bids from private sector participants for the Project, which has been received as an unsolicited proposal (USP).

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

This RFP sets out, *inter alia*, the process for the selection of a private partner that will, pursuant to an agreement entitled '*Concession Agreement*' (to be entered into between the Agency and the Concessionaire), Design, construct, renovate, operate & manage and transfer (DCROT) the Project which is described as follows:

The Government of Balochistan (GoB) intends to engage a private party on Public Private Partnership (PPP) mode to establish, operate and manage a Maternity and Neonatal Child Health (MNCH) facility located at THQ Mashkai, District Awaran, Balochistan (the Project). The project is being undertaken via Design, Construct, Renovate, Operate & Manage and Transfer mode. This project focuses on improving healthcare access and enhancing service quality for the residents in district Awaran. The scope of the project includes renovation, construction, operation and maintenance of a 22 bed healthcare facility with departments and equipment as mentioned in clause Annexure K of this RFP.

#### **PROJECT TENOR**

The total project duration shall be 6 years (maximum 1 year for construction, renovation, and installation of necessary facilities and 5 years for Operations & Maintenance). The contract may be extended for additional term subject to terms and conditions defined in this RFP. The Project shall be handed over to the Agency, five (5) years from the Commencement Date, at the end of the Concession Period.

#### **Bidding Procedure**

The Bidder will be selected under the Balochistan Public Private Partnership Rules, 2022. The Project's procurement shall be conducted in accordance with open competitive bidding using 'Single Stage Two Envelope Procedure' as per the terms and conditions provided in the RFP. Bidders are requested to submit only one (01) Bid, comprising of one (01) original Technical Proposal, one (01) original Financial Proposal, as well as four (04) hard copies of each, and one (01) soft copy of each (USBs) and other supporting documents (as applicable), and as identified in the RFP.

#### **Key Dates**

The key tentative dates (as may be extended by the Agency at its discretion in accordance with the BPP Rules) in this stage of the selection process are as follows:

	Dates
Issuance of the RFP (the <b>Issuance Date</b> ).	28-Feb-2025
Availability of bidding documents on BPPRA website.	28-Feb-2025
Submission and opening of Technical Bids and submission of Financial Bids only (the <b>Bid Submission Date</b> ).	19-Mar-2025
Evaluation of Technical Bids and opening of financial bid (the <b>Evaluation of Technical Bids</b> ).	01-Apr-2025 (Tentative)
Evaluation of Financial Bid (the <b>Evaluation of Financial Bids</b> ).	08-Apr-2025 (Tentative)
Announcing the Preferred Bidder (the <b>Announcement</b> ).	08-Apr-2025 (Tentative)
Concession Agreement signing (the <b>Signing Date</b> ).	29-Apr-2025 (Tentative)

*\* In the event of any holiday occurring on the above-mentioned dates, the immediately succeeding Business Day will be considered as the day on which the respective milestone shall take place.*

Each Bidder shall submit the Bid including one (01) original and three (3) hard copies, with one soft copy (in USB) – and shall submit relevant/additional supporting documents and forms, as identified in this RFP, no later than 15:00 hours Pakistan Standard Time by the Bid Submission Date as per the guidelines given in Section 2 (*Data Sheet*).

**BID SECURITY:** All Bidders are required to furnish a Bid Security (in a separately sealed envelope) equivalent to PKR 10,000,000/- (Pak Rupees Ten Million only). **THE BID SECURITY SHALL BE ENCLOSED IN THE ‘TECHNICAL PROPOSAL’ ENVELOPE.** The Bid Security shall be in the form of a bank guarantee issued:

In Name of: **Balochistan Public Private Partnership Authority**

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

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

Attention : Chief Executive Officer, Balochistan PPP Authority

Address : 49-A, Jinnah Town, Quetta, Pakistan

Telephone : 081 – 920 2723

*Sincerely,*

**Chief Executive Officer, BPPPA.**

## IMPORTANT NOTICE/DISCLAIMER

This RFP and the attached documents are provided to the recipient solely for use in preparing and submitting its Bid for participation in the competitive bidding process conducted for the purposes of selection of a private partner to Design, construct, renovate, operate, manage and transfer (DCROT) the Project which is described as follows:

Please refer to the location plan more particularly described and indicated in **ANNEXURE L** (*Project Location Plan*) of this RFP for further reference.

*Unless expressly specified otherwise, all capitalized terms used herein shall bear the meaning ascribed thereto in the Glossary set out in Volume 1 (Instruction To Bidders) of this RFP and, in case not defined in the Glossary, the Volume 2 (Draft Concession Agreement) attached as Volume 2 (Draft Concession Agreement) to this RFP.*

The Bids will be reviewed in accordance with the Applicable Laws. None of the Government of Balochistan's entities and its relevant stakeholders in the Project (including, *inter alia*, the Agency, the PPP Authority, Finance Department, and the TFEC) nor, in each case, their employees, personnel, agents, consultants, advisors, legal advisors and contractors *etc.*, make any representation (expressed or implied) as to the accuracy or completeness of the information contained herein, or in any other document made available to any person in connection with the tender process for the Project and the same shall have no liability for this RFP or for any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of the Project. Neither these entities nor their employees, personnel, agents, consultants, advisors, legal advisors and contractors *etc.*, will be liable in any manner whatsoever to reimburse or compensate the recipient for any costs, fees, damages or expenses incurred by the recipient in evaluating or acting upon this RFP or otherwise in connection with the Project. Any Bid submitted in response to this RFP by any of the Bidders shall be upon the full understanding and agreement of any and all terms of this RFP and such submission shall be deemed as an acceptance to all the terms and conditions stated in this RFP.

Any Bid/response to this RFP submitted by a Bidder shall be construed based on the understanding that the Bidder acknowledges that prior to the submission of the Bid in response to this RFP, the Bidder has, after a complete and careful examination, made an independent evaluation of this RFP including, without any limitation, the scope of the Project, the Project Requirements, the Applicable Standards, Applicable Laws, the Project Site, existing structures, local conditions, physical qualities of ground, subsoil and geology, traffic volumes, the Draft Concession Agreement and all information provided by the Agency or obtained, procured or gathered otherwise, and has determined to its complete satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations under the requirements of this RFP and the Draft Concession Agreement. The Agency (including its employees, personnel, agents, consultants, advisors and contractors *etc.*) makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information

provided by it and the Bidder shall have no claim whatsoever of any nature against the Agency in this regard.

This RFP does not constitute a solicitation to invest, or otherwise participate, in the Project, neither shall it constitute a guarantee on part of the Agency that a Concession will be awarded.

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## GLOSSARY

*Unless expressly specified otherwise, all capitalized terms used in this Volume 1 (Instruction To Bidders) of RFP shall bear the meaning ascribed thereto in this Glossary and, in case not defined below, such terms shall bear the meaning ascribed thereto in Volume 2 (Draft Concession Agreement) attached to this RFP.*

TERM	MEANING
<b>ACTIVITIES</b>	All activities of the Concessionaire and/or any of its representatives, agents, employees, affiliates, suppliers, contractors, or sub-contractors in the course of performing the Concessionaire's obligations under the Draft Concession Agreement.
<b>ACTUAL COST</b>	Has the meaning given to that term in the Draft Concession Agreement.
<b>ANNUITY AMOUNT PAYMENTS</b>	Has the meaning given to that term in the Draft Concession Agreement.
<b>ANNUITY AMOUNT PAYMENT DATE</b>	Has the meaning given to that term in the Draft Concession Agreement.
<b>ANNUITY AMOUNT PAYMENT PERIOD</b>	Has the meaning given to that term in the Draft Concession Agreement.
<b>AGENCY ANNUITY AMOUNT PAYMENT ACCOUNT</b>	Has the meaning given to that term in the Draft Concession Agreement.
<b>APPLICABLE LAWS</b>	Has the meaning given to that term in the Draft Concession Agreement.
<b>APPLICABLE STANDARDS</b>	Has the meaning given to that term in the Draft Concession Agreement.
<b>BASE CASE FINANCIAL MODEL</b>	Has the meaning given to that term in the Draft Concession Agreement.
<b>BASE PRICE</b>	Has the meaning given to that term in the Draft Concession Agreement.
<b>BID(S)</b>	A bid tendered by a person who is eligible under PPP Act to submit a proposal to undertake a project;



TERM	MEANING
<b>BIDDER</b>	A person or entity; (i) submitting a bid; or (ii) who intends to submit a bid and is able to substantially prove such intention;
<b>BIDDER'S COLLABORATOR</b>	The Bidder, a Member or Participant of the Bidder, any of their respective authorized officers, directors, managers, employees, supervisors, contractors, sub-contractors, consultants, advisors, representatives, agents, successors, and respective assigns, and the Bidder's Key Individuals.
<b>BID PRICE</b>	The price of the bid which is calculated as the sum of:  (i) the Present Value ( <b>PV</b> ) of the Annuity Amount Payments discounted at the rate of ____ percent (____%);
<b>BID SECURITY</b>	The security deposit that a Bidder or Lead Member (in case of a consortium) must provide, in the form of a bank guarantee, pay order, or demand draft, issued by a scheduled commercial bank operating in Pakistan acceptable to the Agency (with a minimum rating of 'AA-' by JCR VIS or an equivalent rating by PACRA), in case of a bank guarantee, the same shall be in form and substance as attached hereto as <b>ANNEXURE C (Form Of Bid Security)</b> and of an amount, in Pakistani Rupee, equal to at least one percent (1%) of the Bid Price which shall remain valid for a period of twenty-eight (28) days beyond the Bid Validity Period.
<b>BID SUBMISSION DATE</b>	The deadline for the Bidders to submit their Bids or any other date specified by the Agency by way of addenda or corrigendum.
<b>BID SUBMISSION TIME</b>	Shall bear the meaning as stated in Section 2.1.6.
<b>BID VALIDITY PERIOD</b>	The period of one hundred and twenty (120) days starting from the opening of the Technical Bids.
<b>BUSINESS DAY</b>	A reference to a day (other than a Sunday) on which banks in Pakistan are generally open for business.

<b>TERM</b>	<b>MEANING</b>
<b>CHANGE IN CONTROL</b>	Has the meaning given to that term in the Draft Concession Agreement.
<b>COMMENCEMENT DATE</b>	Has the meaning given to that term in the Draft Concession Agreement.
<b>COMMERCIAL OPERATIONS DATE</b>	Has the meaning given to that term in the Draft Concession Agreement.
<b>COMMITMENT FORM</b>	The commitment form, in form and substance as attached to this RFP as <b>ANNEXURE E</b> ( <i>Commitment Form</i> ).
<b>COMPLIANT BID</b>	Any Bid that: <ul style="list-style-type: none"> <li>(i) meets the eligibility requirements specified in this RFP;</li> <li>(ii) is bound in hard-book binding form to avoid the possibility of removal or insertion of page(s). All pages of the Bid must be signed and stamped in original by the Bidder's authorized representative. All the pages must be numbered starting from the first page to the last. Any Bid not substantially adhering to these requirements may be rejected by the TFEC; and</li> <li>(iii) in the reasonable opinion of the TFEC, meets or surpasses all of the mandatory requirements for a Bid specified in this RFP, and is meeting all criteria and requirements stipulated in this RFP.</li> </ul>
<b>CONCESSION</b>	Has the meaning given to that term in the Draft Concession Agreement.
<b>CONCESSIONAIRE</b>	The SPV to be established and incorporated under the Applicable Laws for the purposes of the Project by the winning Bidder that, further to this RFP and the final selection process, is declared the Preferred Bidder and is issued the LOA. The Concessionaire shall be the entity that will enter into the Concession Agreement with the Agency.
<b>CONCESSION PERIOD</b>	Has the meaning given to that term in the Draft Concession Agreement.

TERM	MEANING
<b>CONFLICT OF INTEREST</b>	Has the meaning given to that term in Section 1.13.1.
<b>CONSORTIUM</b>	A Bidder comprised of a group of two or more enterprises formed to submit a Bid to participate in the bidding process.
<b>CONSORTIUM POWER OF ATTORNEY</b>	The power of attorney, to be signed by all the members of the Consortium appointing the Lead Member of the Consortium as the authorized representative of the Consortium, in the form attached as <b>ANNEXURE D</b> ( <i>Power Of Attorney</i> ) of this RFP.
<b>CONSTRUCTION COMPLETION CERTIFICATE</b>	Has the meaning given to that term in the Draft Concession Agreement.
<b>CONSTRUCTION COMPLETION DATE</b>	Has the meaning given to that term in the Draft Concession Agreement.
<b>CONSTRUCTION PERFORMANCE SECURITY</b>	Means a first demand irrevocable, unconditional and without recourse guarantee, issued by a scheduled commercial bank in Pakistan (with a minimum credit rating of at least 'AA-' as rated by JCR VIS or an equivalent rating by PACRA) acceptable to the Agency, in the form of a demand draft, bank guarantee or a pay order, guaranteeing the payment to the Agency of an amount equal to two percent (2%) of the Pre-Estimated Project Cost.
<b>CONSTRUCTION PERFORMANCE SECURITY EXPIRY DATE</b>	Has the meaning given to that term in the Draft Concession Agreement.
<b>CONSULTATION AND SELECTION PROCESS/COMPETITIVE SELECTION PROCESS</b>	A process that includes this RFP; consultation with Bidders; attendance at Pre-Bid Meeting; issuance of a draft or revised version(s) of the Draft Concession Agreement; receipt and consideration of comments from Bidders and information provided in response to a request from the Agency; evaluation of the proposals submitted in response to this RFP; the selection of a Preferred Bidder; preparation, negotiation, acceptance, or rejection of any proposal; amendment, cancellation, interruption, or termination of the RFP; and execution of the Draft Concession Agreement.

TERM	MEANING
CONTRACTOR	The engineering, construction and supply contractor engaged by the Concessionaire for the construction of the Project.
DEFECTS LIABILITY PERIOD	Has the meaning given to that term in the Draft Concession Agreement.
DHQ	District Head Quarter
DRAFT CONCESSION AGREEMENT	Means the draft concession agreement, in respect of this RFP.
EFFECTIVE DATE	Has the meaning given to that term in the Draft Concession Agreement.
FINANCIAL MODEL	Has the meaning given to that term in the Draft Concession Agreement.
FINANCIAL BID	The financial bid to be submitted by the Bidder with its Bid.
GOVERNMENT OF BALOCHISTAN / AGENCY / AUTHORITY	Balochistan Public Private Partnership Authority and the Health Department, Government of Balochistan.
INDEPENDENT AUDITOR / EXPERT	Has the meaning given to that term in the Draft Concession Agreement.
INDEPENDENT ENGINEER	Has the meaning given to that term in the Draft Concession Agreement.
INSURANCE(S)	Has the meaning given to that term in the Draft Concession Agreement.
INTEGRITY PACT	The instrument entitled <i>Integrity Pact</i> as attached to this RFP as <b>ANNEXURE H</b> ( <i>Integrity Pact</i> ), duly signed by the Agency and the Bidder.
IFI STANDARDS	Means the International Financial Institutions standards.
JOINT BIDDING AGREEMENT	In the event a Bidder, for the purposes of this Project, forms a Consortium, an agreement between the members of the Consortium, conveying, <i>inter alia</i> , the intent to form a joint venture SPV with shareholding/ownership commitment(s).
KEY INDIVIDUAL	An individual who holds one of the following positions for a Bidder: <ul style="list-style-type: none"> <li>• Project Director;</li> </ul>

TERM	MEANING
	<ul style="list-style-type: none"> <li>• Assistant project director;</li> <li>• Person in charge of design;</li> <li>• Person in charge of construction;</li> <li>• Person in charge of operations and maintenance;</li> <li>• Person in charge of design, construction, and operation; and</li> <li>• Any other individual designated as Key Individual by a Bidder.</li> </ul>
<b>LEAD MEMBER</b>	Any member of the Consortium that leads the Consortium and assumes the lead role to liaise between the Implementing partners and the Consortium, as appointed pursuant to the Consortium Power of Attorney and the Joint Bidding Agreement.
<b>LETTER OF AWARD (LOA)</b>	Has the meaning given to that term in Section 1.6.6.
<b>MEMBER</b>	An enterprise that is part of the Bidder on an exclusive basis.
<b>MOST ADVANTAGEOUS BID</b>	<p>Means:</p> <ul style="list-style-type: none"> <li>(i) A bid or proposal for goods, works or services that after meeting the eligibility or qualification criteria, is found substantially responsive to the terms and conditions as set out in the bidding or request for proposals documents; and</li> <li>(ii) Evaluated as the highest ranked bid or proposal on the basis of cost or quality or qualification or any combination thereof, as specified in the bidding documents or request for proposal documents which shall be in conformity with the selection techniques to be issued by the Authority.</li> </ul>
<b>NET ASSETS</b>	Equals to total assets minus (-) total liabilities (excluding any revaluation reserve surplus.

TERM	MEANING
<b>NON-DISCLOSURE AGREEMENT</b>	An agreement to be executed by the Bidder/Lead Member of the Consortium, in form as attached as <b>ANNEXURE G</b> ( <i>Non Disclosure Agreement</i> ) of this RFP.
<b>O&amp;M</b>	The operations and maintenance of the Project in accordance with the Applicable Standards.
<b>O&amp;M COST COMPONENT</b>	Has the meaning given to that term in the Draft Concession Agreement.
<b>O&amp;M MANUAL</b>	Has the meaning given to that term in the Draft Concession Agreement.
<b>OPERATIONAL YEAR</b>	Has the meaning given to that term in the Draft Concession Agreement.
<b>OPERATIONS PERIOD</b>	Has the meaning given to that term in the Draft Concession Agreement.
<b>PARTICIPANT</b>	<p>An enterprise that is part of a Bidder on an exclusive basis and will be responsible on behalf of a Bidder for at least one of the following elements:</p> <ul style="list-style-type: none"> <li>• twenty five percent (25%) of the Concession's design work;</li> <li>• ten percent (10%) of the Concession's construction work; and</li> <li>• twenty five percent (25%) of the Concession's operations and maintenance activities.</li> </ul>
<b>PPP</b>	Public Private Partnership.
<b>PPP ACT</b>	The Balochistan Public Private Partnership Act 2021 (as amended from time to time).
<b>PPP AUTHORITY</b>	The Public Private Partnership Authority, Government of Balochistan.
<b>PREFERRED BIDDER</b>	The Bidder that will be declared successful by the TFEC and be selected by the Agency pursuant to the Competitive Selection Process and in accordance with the terms of this RFP to enter into the Concession Agreement and set up the Project.

TERM	MEANING
<b>PREFERRED BIDDER'S COLLABORATOR</b>	The Preferred Bidder, a Member or Participant of the Preferred Bidder, any of their respective authorized officers, directors, managers, employees, supervisors, sub-contractors, consultants, advisors, representatives, agents, successors, and respective assigns, and the Preferred Bidder's Key Individuals.
<b>PRE-ESTIMATED PROJECT COST</b>	Has the meaning given to that term in the Draft Concession Agreement.
<b>PROJECT</b>	Has the meaning given to that term in the Draft Concession Agreement.
<b>PROJECT DIRECTOR / MANAGER</b>	Means the project director/manager of the Project Management/Implementation Unit, appointed by the Agency for purposes of the Project and may be authorized by the Agency to enter into any Agency Agreements (excluding the Draft Concession Agreement) on behalf of Agency;
<b>PROJECT MILESTONE</b>	Has the meaning given to that term in the Draft Concession Agreement.
<b>PROJECT REQUIREMENTS</b>	Has the meaning given to that term in the Draft Concession Agreement.
<b>PROJECT SITE</b>	Has the meaning given to that term in the Draft Concession Agreement.
<b>REQUEST FOR PROPOSAL/RFP</b>	<p>This request for proposal and all volumes, appendices, and addenda thereto, including:</p> <ul style="list-style-type: none"> <li>• VOLUME 1 – INSTRUCTIONS TO BIDDERS;</li> <li>• VOLUME 2 – DRAFT CONCESSION AGREEMENT;</li> <li>• VOLUME 3 – TECHNICAL FEASIBILITY; AND</li> <li>• VOLUME 4: AGENCY AGREEMENTS.</li> </ul>
<b>SCHEDULED COMMENCEMENT DATE</b>	Has the meaning given to that term in the Draft Concession Agreement.
<b>SCHEDULED SUBSTANTIAL COMPLETION DATE</b>	Has the meaning given to that term in the Draft Concession Agreement.

TERM	MEANING
<b>BEPA</b>	Means Balochistan Environmental Protection Agency.
<b>BPP RULES</b>	The Balochistan PPP Procurement Rules, 2021 (as amended from time to time).
<b>BPPRA</b>	The Balochistan Public Procurement Regulatory Authority.
<b>SPV</b>	Has the meaning given to the term in Section 1.6.6.
<b>SUBSTANTIAL COMPLETION</b>	Has the meaning given to that term in the Draft Concession Agreement.
<b>SUBSTANTIAL COMPLETION CERTIFICATE</b>	Has the meaning given to that term in the Draft Concession Agreement.
<b>SUBSTANTIAL COMPLETION DATE</b>	Has the meaning given to that term in the Draft Concession Agreement.
<b>TECHNICAL AND FINANCIAL EVALUATION COMMITTEE/TFEC</b>	The technical and financial evaluation committee formed in accordance with the Applicable Laws of Pakistan for the purpose of analysing and evaluating the Bids.
<b>TECHNICAL BID</b>	The technical bid submitted by the Bidder in response to this RFP.
<b>TECHNICAL SPECIFICATIONS</b>	All of the features and requirements relating to the Project, as specified in the Draft Concession Agreement and this RFP.
<b>THQ</b>	Taluqa / Town Head Quarter
<b>TOTAL PROJECT COST</b>	Has the meaning given to that term in the Draft Concession Agreement.
<b>TOR</b>	Has the meaning given to that term in Section 1.1.3.
<b>TRANSFER DATE</b>	Has the meaning given to that term in the Draft Concession Agreement.
<b>USERS</b>	All patients or their attendants, doctors, nurses, staff, etc. using the Project.
<b>VACANT POSSESSION</b>	Has the meaning given to that term in the Draft Concession Agreement.
<b>WORKS</b>	Has the meaning given to the term <i>Project Works</i> in the Draft Concession Agreement.



## 1. INFORMATION FOR BIDDERS

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### 1.1 INTRODUCTION

- 1.1.1 The Agency has envisaged the renovation/construction, operations and maintenance of the Project. It is expected that the improved facility would help open these areas for better health services for patients.

The Government of Balochistan (GoB) intends to engage a private party on Public Private Partnership (PPP) mode to establish, operate and manage a Maternity and Neonatal Child Health (MNCH) facility located at THQ Mashkai, District Awaran, Balochistan (the Project). The project is being undertaken via Design, Construct, Renovate, Operate & Manage and Transfer mode.

- 1.1.2 The recipients of this RFP are hereby invited to submit a Bid in respect of the Project and the services required for the Concession given in Section 2 (*Data Sheet*).
- 1.1.3 A brief description of the Project and its objectives are given in Section 2 (*Data Sheet*). Details are provided in Section 4 (*Terms of Reference*) (the **TOR**).
- 1.1.4 Bidders are encouraged to submit their respective Bids after visiting the Project Site 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).
- 1.1.5 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, as specified in Section 2 (*Data Sheet*).
- 1.1.6 While the information set out, or referred to, or included by reference in this RFP, the Agency gives no representation whatsoever that this RFP (or any instrument/document issued hereunder) is comprehensive or that it has been independently verified.
- 1.1.7 The Agency does not make any representation or warranty, express or implied, as to the accuracy or completeness of such information, or any information on which this RFP is based, or any other background or reference information or documents prepared and made available to the Bidders, and any liability related to such information is hereby expressly disclaimed.

- 1.1.8 Bidders will make an independent assessment of the accuracy and completeness of such information and will have no claim whatsoever against the Agency with respect to such information.
- 1.1.9 Any Bid submitted in response to this RFP is submitted upon a full understanding and agreement of terms of this RFP and, therefore, the submission of Bids in response to this RFP would be deemed as acceptance to the said terms.

## **1.2 AWARD OF CONCESSION**

- 1.2.1 It is anticipated that through the Competitive Selection Process, one (1) of the Bidders will be selected as the Preferred Bidder, who will then be offered the opportunity to incorporate the SPV in terms of this RFP and the LOA, which SPV shall subsequently enter into the Concession Agreement (as the Concessionaire) for the purposes of the Project.
- 1.2.2 The award of Concession shall be made to such Bidder who is compliant with the technical and financial parameters as set out in this RFP.

## **1.3 STRUCTURE OF THIS RFP**

- 1.3.1 This RFP contains the following four (4) volumes and their respective appendices and schedules:
  - (a) VOLUME 1 – INSTRUCTIONS TO BIDDERS.
  - (b) VOLUME 2 – THE DRAFT CONCESSION AGREEMENT.
  - (c) VOLUME 3 – TECHNICAL FEASIBILITY.
  - (d) VOLUME 4 – AGENCY AGREEMENTS.

## **1.4 NO OBLIGATION TO SELECT OR PROCEED**

- 1.4.1 Notwithstanding any other section in this RFP, by submission of a Bid by a Bidder, such Bidder and each firm, corporation or individual member of the same, acknowledges and agrees that:
  - (a) the Agency may, at its sole discretion, refuse to consider and completely withdraw from the Consultation and Selection Process; or decide to terminate the entire bidding process, prior to the acceptance of a Bid, without justifying the grounds thereof; or decide to proceed with the Project under a new procurement process (including any new PPP procurement process); or decide to proceed with the Project in some manner other than as a PPP; or reject any Bid that, in the sole opinion of the Agency, is incomplete or irregular, contains exceptions or deviations that are unacceptable to the Agency, or contains false or misleading statements, claims, or information, or omits any material information that must be submitted under this RFP by a Bidder or a Bidder's Collaborator, or for any other reason whatsoever as per BPP Rules;

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

## **1.5 COSTS AND EXPENSES INCURRED BY THE BIDDERS**

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

## **1.6 DOCUMENTS**

- 1.6.1 Bidders must prepare and submit their Bids in full compliance with the requirements of this RFP together with the submission of the documents, forms and instruments required for submission under this RFP.
- 1.6.2 Bidders requiring any clarification regarding this RFP and/or any documents/forms and instruments to be submitted pursuant to this RFP must notify the Agency, in writing, preferably not later than four (4) business days after to the respective Pre-Bid Meeting relating to this RFP matters, as such time period and number of meetings may be extended or amended at the sole discretion of the Agency. Any request for clarification in writing, or by email, shall be sent to the Agency's address indicated in Section 2 (*Data Sheet*). The Agency shall respond in writing or by email to such requests and copies of the response shall be sent to all Bidders.
- 1.6.3 At any time before the submission of the Bids, the Agency may for any reason, whether at its own initiative or in response to a clarification requested by the Bidders, modify any of the documents listed in Section 2 (*Data Sheet*) by amendment. The amendment shall be sent in writing or by email to all the Bidders and shall be binding on them. The Agency may, at its sole discretion, extend the deadline for the submission of Bids.
- 1.6.4 Each Bidder (and in case the Bidder is a Consortium, the Lead Member) shall nominate a representative with whom the Agency should liaise and shall provide such representative's details including designation and all relevant contact details. Legal documentation (e.g. power of attorney, board resolutions and/or other legally binding authorization) for appointment of the authorized representative of the Bidder (and in case the Bidder is a Consortium, the Lead Member) shall be provided with the Bid.

#### 1.6.5 SUBMISSION OF THE BIDS

- (a) Each Bidder shall submit only one (1) Bid including one (1) original Technical Bid and one (1) original Financial Bid and four (4) hard copies of Technical Proposal, along with one (1) soft copy (on USB) of Technical Proposal, as indicated in Section 2 (*Data Sheet*).

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 shall be placed in a sealed envelope clearly marked TECHNICAL BID and the Financial Bid in the sealed envelope clearly marked FINANCIAL BID. These two envelopes, in turn, shall be sealed in an outer envelope bearing the address and information indicated in the Data Sheet. The envelope shall be clearly marked: DO NOT OPEN, EXCEPT IN PRESENCE OF THE TECHNICAL AND FINANCIAL EVALUATION COMMITTEE. Any Bidder who submits or participates in more than one (1) Bid will be disqualified.

- (b) The original and each copy of the Bid shall be prepared in indelible ink and shall be signed by an authorized representative of the Bidders. The representative's authorization shall be confirmed by a written power of attorney accompanying the Bids.
- (c) Each Bid should be bound in the hard book binding form. All pages of the Bid must be signed and stamped in original by the Bidder's authorized representative. All the pages must be numbered starting from the first page to the last.

**ANY BID NOT SUBSTANTIALLY ADHERING TO THESE REQUIREMENTS MAY BE REJECTED BY THE TFEC.**

- (d) In case of any discrepancy between the original and the copies of the Bid, the original shall prevail.
- (e) The Bid shall contain no interlineations or overwriting except as necessary to correct errors made by the Bidders themselves. Any such corrections shall be initialled by the authorized person or persons signing the Bid.
- (f) The Bids shall be delivered on or prior to the Bid Submission Date, and the Bids shall be opened in accordance with Section 2.2 (*Opening of Bids*).
- (g) The Bids shall be valid for the number of days stated in Section 2 (*Data Sheet*) from the date of opening of Technical Bids. During this period, the Bidders shall keep available the professional staff proposed for the assignment.
- (h) In case of a Consortium, a Joint Bidding Agreement shall also be submitted by the Bidders, specifically appointing a Lead Member of the

Consortium and identifying the roles of each Consortium Member. Following the Bid Submission Date, there shall be no change in the Consortium, by addition/withdrawal of a consortium member or change in percentage shareholding of any consortium member, except as may be permitted under the Draft Concession Agreement.

- (i) The Integrity Pact, duly signed by the Agency and the Bidders (in case the Bidder is a Consortium, by the Lead Member), shall be submitted.
- (j) Either a board resolution or an authority letter, authorising the person(s) signing the Bid on behalf of the Bidder, shall be submitted. In case a Bidder is not a corporate entity, the requisite power of attorney appointing the authorised representative to sign on behalf of the Bidder shall be submitted.
- (k) Each Bidder shall provide a Bid Security in a sealed envelope with its Financial Bid and such Bid Security shall be required to be valid for an initial period of one hundred and twenty (120) Days plus twenty-eight (28) Days beyond the original Bid Validity Period making it a total of one hundred and forty-eight (148) days effective from the date of opening of Technical Bids. The Agency may extend such period, at its discretion, in accordance with the Applicable Laws.
- (l) The TFEC will evaluate the Bids to select the Preferred Bidder. The Bidder that, *inter alia*, submits a Compliant Bid which meets all the requirements in this RFP required by the Agency for implementing the Project shall be considered, for selection, as the Preferred Bidder.

#### 1.6.6 FINALIZATION OF THE TRANSACTION

Following completion of the bidding process under this RFP, once the Preferred 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 on which the Bids are invited. After the Preferred Bidder is selected, the Agency shall issue a letter of award (the **Letter of Award/LOA**) to the Preferred Bidder, which shall require the Preferred Bidder to accept the LOA in terms of the timelines contemplated in the LOA. Issuance of the LOA shall be subject to the necessary approvals and recommendations of the competent authority(ies).

The Preferred Bidder shall, as a key condition of this RFP and the LOA (subsequent to the issuance of the LOA), procure, *inter alia*, incorporation of a *special purpose vehicle/company* (the **SPV**) that shall be a locally registered company incorporated in accordance with the laws of Pakistan and such SPV shall be the Concessionaire for the purposes of the Project. The SPV shall, upon incorporation and finalization of the Draft Concession Agreement, enter into the Draft Concession Agreement (*as the Concessionaire*) for the purposes of the Project. The Concessionaire shall be obligated to replace the Bid Security (prior to the expiry of the Bid Security) with the Construction Performance Security in terms of the LOA prior to the Effective Date.

The Construction Performance Security shall be submitted by the Concessionaire, subsequent to the issuance of the LOA, which shall be valid from the date of its submission until the twenty-four (24) months following the Substantial Completion Date and must be fully compliant with the format provided in the Draft Concession Agreement.

Should the Bidder refuse to sign the final version of the Draft Concession Agreement with the Agency in the agreed-upon form and content, the Agency shall be entitled to encash the full amount of the Bid Security or the Construction Performance Security (as the case maybe) and retain and use the proceeds at its sole discretion.

In the event that the Preferred Bidder fails to provide the Construction Performance Security to the Agency sixteen (16) days prior to the expiry of the Bid Security, the Agency shall become entitled, fifteen (15) days prior to the expiry of the Bid Security, to encash the Bid Security in full.

#### **1.7 POTENTIAL CHANGES TO OR TERMINATION OF THE CONSULTATION AND SELECTION PROCESS**

- 1.7.1 The Agency may, at its sole discretion, at any time, and for any reason whatsoever, without becoming liable to any Bidder or to any other party, by way of addenda, modify, amend, or otherwise change all or any part of the RFP, including by amending the Consultation and Selection Process, by modifying the limits and scope of the Concession of Project, by extending any deadline or time limit (including the deadline for setting up the Concession) specified herein, or by suspending, postponing, or terminating all or any part of the Competitive Selection Process. Any addendum shall be issued by the Agency in writing and the same will be explicitly identified as an addendum to this RFP.
- 1.7.2 Without limiting the scope of Section 1.7.1 above, even though the Agency intends to name a Preferred Bidder and sign a Concession Agreement, if the Agency fails to receive at least one (1) Compliant Bid for which all government approvals (excluding the environmental approbations required) have been obtained, the Agency reserves the right to terminate the Competitive Selection Process.
- 1.7.3 If the Agency terminates the Competitive Selection Process, the Agency reserves the right to proceed with all or any part of the Project, including the use of some or all of a Bidder's ideas and concepts, based on the approach that the Agency considers to be most suitable, which does not exclude the involvement of one or more of the initially selected Preferred Bidder's collaborators.
- 1.7.4 In the event that the Agency rejects or annuls all the Bids, it may, at its discretion, restart the Competitive Selection Process.
- 1.7.5 The Agency reserves the right to terminate the Competitive Selection Process. The Agency shall, upon request by any of the Bidder, communicate to such

Bidder, grounds for the cancellation of bidding process, but is not required to justify such grounds.

- 1.7.6 Any Bid submitted in response to this RFP is submitted upon a full understanding and agreement of terms related to this Section 1.7 (*Potential Changes To Or Termination Of The Consultation and Selection Process*) and, therefore, the submission of Bid in response to this RFP would be deemed as an acceptance to the said terms.

## **1.8 NO CONTRACT**

- 1.8.1 No contract whatsoever is created by or arises from this RFP (with the exception of the Commitment Form found in **ANNEXURE E** (*Commitment Form*)), which, under no circumstances, constitutes an offer to enter into a contract with any party whatsoever.
- 1.8.2 The Agency and/or the TFEC do not have an obligation, responsibility, commitment, or legal liability towards any Bidder or any Bidder's Collaborators arising from this RFP or any Bid submitted in response to it, or from the Competitive Selection Process.
- 1.8.3 Any Bid submitted in response to this RFP is submitted upon a full understanding and agreement of terms related to this Section 1.8 (*No Contract*) and therefore the submission of Bid in response to this RFP would be deemed as an acceptance to the said terms.

## **1.9 NO COLLUSION**

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

## **1.10 PROJECT TEAM**

- 1.10.1 The Agency is managing and coordinating activities related to the Competitive Selection Process and matters relating to the same.
- 1.10.2 The Agency has designated a Project Director who has been mandated to oversee the entire work required to be carried out in respect of the Project.
- 1.10.3 Any other person or enterprise that has a contract with the Agency to work on this Project is ineligible to participate in the Competitive Selection Process, unless specifically exempted by the Agency.

### **1.11 NO LOBBYING**

- 1.11.1 The Bidders and the firm, corporation or individual members of a Bidder, will not attempt to communicate, directly or indirectly, with any representative of the Agency and/or the TFEC at any stage of this RFP process (including during the evaluation process), except as expressly directed or permitted by Agency, or except as may be required and permitted under another procurement competition, project or other assignment, in which event the Bidder will not have any discussions regarding the Project.
- 1.11.2 The Agency reserves the right to disqualify any Bidder that, in Agency's opinion, has engaged in lobbying in connection with this Project.

### **1.12 NO CLAIMS**

- 1.12.1 The Agency shall not be liable for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Bidder or any firm, corporation or individual member of a Bidder, in preparing and submitting a Bid or participating in negotiations for the Draft Concession Agreement or any other activity related to or arising out of this RFP. In furtherance of the foregoing, the Bidder shall participate in the Competitive Selection Process based on a clear understanding that the Agency, its entities and its relevant stakeholders in the Project (including, *inter alia*, the Health Department, PPP Unit, any other department of Government of Balochistan and the TFEC) and, in each case, their employees, personnel, agents, consultants, advisors, legal advisors and contractors etc., stand released from such claims. For avoidance of doubt, the afore-stated release and its acceptance by the Bidders is a pre-condition to participation in the Competitive Selection Process.

### **1.13 NO CONFLICT**

- 1.13.1 There shall be no conflict of interest (the **Conflict of Interest**) of any of the Bidders that affects the Competitive Selection Process. In case a Bidder contemplates any Conflict of Interest, till the issuance of the LOA, the Bidder shall immediately notify the Agency in writing of such Conflict of Interest. Moreover, in the event the Agency identifies any Conflict of Interest through its sources, the Agency shall, in its sole discretion, decide whether such conflict constitutes a Conflict of Interest. In case any Bidder is found to have a Conflict of Interest, it shall be disqualified. In the event of disqualification, the Agency shall encash and appropriate the Bid Security (submitted by the Bidder in accordance with the terms of this RFP), as mutually agreed genuine pre-estimated compensation and damages payable to the Agency for, *inter alia*, the time, cost and effort of the Agency, including consideration of such Bidder's Bid, without prejudice to any other right or remedy that may be available to the Agency hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Competitive Selection Process, if, *inter alia*:



- (a) such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Bidder, or a constituent thereof in the other Bidder (s) (or any of its constituents), is less than five percent (5%) of its paid up and subscribed capital; or
  - (b) a constituent of such Bidder is also a constituent of another Bidder; or
  - (c) such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder (other than the subsidy is made to one Bidder, as allowed in subsection (a) above); or
  - (d) such Bidder has the same legal representative for purposes of the Bid as any other Bidder; or
  - (e) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Bidder of either or each of the other Bidder; or
  - (f) such Bidder has participated as a consultant to the Agency in the preparation of any documents, design or Technical Specifications of the Project.
- 1.13.2 A Bidder shall be liable for disqualification and forfeiture of its Bid Security if any legal, financial or technical adviser of the Agency in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to the Project during the Competitive Selection Process. In the event any such adviser is engaged by the Preferred Bidder or the Concessionaire, as the case may be, without prejudice to any other right or remedy of the Agency (including the encashment and appropriation of the Bid Security or the Construction Performance Security, as the case may be) which the Agency may have thereunder or otherwise, the LOA or the Draft Concession Agreement, as the case may be, shall be liable to be terminated without the Agency being liable, in any manner whatsoever, to the Preferred Bidder or Concessionaire for the same.
- 1.13.3 The Agency reserves the right to disqualify any Bidder that in the Agency's opinion has a Conflict of Interest, whether such conflict exists now or is likely to arise in the future.
- 1.13.4 Any Bid submitted in response to this RFP is submitted upon a full understanding and agreement of terms related to this Section 1.13 (*No Conflict*) and therefore the submission of a Bid in response to this RFP would be deemed as an acceptance to the said terms.

## **1.14 CONFIDENTIALITY**

- 1.14.1 Information relating to the examination, clarification, evaluation and recommendation for the Bidder shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Agency in relation to, or matters arising out of, or concerning the Competitive Selection Process. The Agency will endeavour to treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Agency may not divulge any such information, unless it is directed to do so by any statutory entity that has the power under law to require its disclosure, is required under the Applicable Laws, or it is to enforce or assert any right or privilege of the statutory entity and/or the Agency.
- 1.14.2 All information supplied by Agency in connection with this RFP, including the documents shared as a part of the data room, shall be treated as a public document. Subject to the provisions of this RFP, the bidding documents shall remain the property of the Agency and are transmitted to the Bidders solely for the purpose of preparation and submission of the Bid in accordance herewith. The Agency will not return any Bid or any information provided along therewith.
- 1.14.3 This RFP and every part of it and all other information provided by or on behalf of the Agency must be treated as private and confidential. Bidders shall not disclose the fact that they have been invited to submit a Bid or release details of this RFP other than on a strictly confidential basis to those parties whom they need to consult for the purposes of preparing the Bid.
- 1.14.4 Bidders shall not at any time release any information concerning this RFP and/or their Bid and/or any related documents and/or any negotiation and/or any discussion with Agency in this connection for publication in the press or on radio, television, screen or any other medium without the prior written approval of the Agency.
- 1.14.5 Each Bidder undertakes to indemnify Agency and to keep Agency indemnified against all actions, claims, demands, liability, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any breach of the provisions of this Section 1.14 (*Confidentiality*).
- 1.14.6 Any Bid submitted in response to this RFP is submitted upon a full understanding and agreement of terms of this Section 1.14 (*Confidentiality*) and therefore the submission of the Bid in response to this RFP would be deemed as an acceptance to the said terms.

## **1.15 INSURANCES**

- 1.15.1 If a Bidder is selected as the Preferred Bidder, it understands, undertakes and confirms that it shall be responsible for procuring Insurances in respect of the Project. All fees, costs and other expenditures relating to such Insurances shall be borne by the Concessionaire. Furthermore, the cost for Insurances may be included in the financial plan by the Bidders.

## **2. DATA SHEET**

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### **2.1 INFORMATION FOR BIDDERS**

#### **2.1.1 THE ASSIGNMENT**

The Project is to construct, renovate, operate, maintain and transfer of the Maternity and Neonatal Child Health (MNCH) Facility Project Located at THQ Mashkai THQ Hospital, Mashkai which is described in Section 1 (*Information for Bidders*) above.

#### **2.1.2 PROJECT DESCRIPTION**

The Project, which will be firmed up at detailed design stage.

Detailed description of start and end points and other information of the Project are provided in Section 1 (*Information for Bidders*) above.

In addition to the matters set out in this RFP, it is currently envisaged that the term of the Concession will be for the Concession Period. The Agency expects the term to include Twelve (12) months of construction period and five (5) years of Operations Period – such Operations Period to commence on the Commercial Operations Date in accordance with the Draft Concession Agreement.

Following the expiry of the Concession Period, possession of the Project related assets shall be transferred to the Agency. The Project shall be structured pursuant to the Draft Concession Agreement, to be entered into between the Agency and the Concessionaire (being the SPV to be established and incorporated under the laws of Pakistan for the purposes of the Project by the enterprise or the Consortium that, further to this RFP and the final selection process, is declared the Preferred Bidder and is issued the LOA). The Concession will be awarded through a Competitive Selection Process open to local as well as international Bidders.

Any other errors or omissions in a Bid will not result in its automatic rejection. The TFEC reserves the right to ask Bidders to correct any errors or omissions in their Bid, to the TFEC's satisfaction, within the time limits specified in the request. However, under no circumstances can Bidders amend the Financial Bid as a result of clarifying or rectifying their Bid.

#### **2.1.3 QUERIES AND CLARIFICATIONS**

- (a) Queries and clarifications relating to the technical matters, matters relating to this RFP and financial matters, shall reach at least four (4) business days prior to bid opening date, as such time period and number of meetings may be extended or amended at the sole discretion of the Agency.

- (b) All such queries and clarification bearing reference of the Project shall be sent on email.
- (c) The Bidders are requested to submit any substantive questions in writing or through fax or email to reach the Agency, unless otherwise permitted by Agency in its sole and absolute discretion, preferably not later than four (4) business days prior to bid openings date.
- (d) It shall be assumed by the Agency that all the queries, comments and concerns of the Bidders have been addressed and answered post email response. Furthermore, any Bid submitted in response to this RFP is submitted upon a full understanding and agreement of terms related to this Section 2.1.3 and, therefore, the submission of Bids in response to this RFP would be deemed as an acceptance to the said terms.

#### 2.1.4 PROJECT LIAISON

- (a) The contact details for the primary persons designated for this RFP are:

ATTENTION : PROJECT DIRECTOR, BALOCHISTAN PPP AUTHORITY

PHONE : PROVIDED ABOVE

ADDRESS : 49-A, JINNAH TOWN, QUETTA.

- 2.1.5 Access to information, or to any modification or update shall be made available to the Bidders subject to submission of the Non-Disclosure Agreement (as attached hereto as **ANNEXURE G** (*Non Disclosure Agreement*)) to the Agency, duly signed by the authorized representative of the Bidder.

#### 2.1.6 BID SUBMISSION: TIME AND PLACE OF DELIVERY

All Bids shall be submitted in a sealed envelope no later than 11:00 hours (Pakistan Standard Time) on the Bid Submission Date (the **Bid Submission Time**) to the following address and marked for the attention of:

ATTENTION : CEO, BPPPA

ADDRESS : 49-A, JINNAH TOWN, QUETTA.

TELEPHONE : PROVIDED ABOVE

- 2.1.7 Bids received after the Bid Submission Time shall be returned to the sender unopened. Bidders are responsible for ensuring that their Bids are submitted at the time and place specified in Section 2.1.6 (*Bid Submission: Time and Place of Delivery*).
- 2.1.8 The sealed envelope shall include one (1) original Technical Bid and four (4) hard copies, with one soft copy of Technical Proposal (on USB) and shall also include additional relevant supporting documents and forms, as identified in this RFP and as per the guidelines given in Section 2 (*Data Sheet*).

## **2.2**    OPENING OF THE BIDS

- 2.2.1    The Agency will open the Bids at the Committee Room of the BPPPA, Bungalow No. 49 - A, Jinnah Town, off; Samungli Road, Quetta, in the presence of Bidders or their authorized representatives who choose to attend, at a Bid opening meeting, within one (1) hour after the Bid Submission Date. The Bidder representatives who are present shall sign a register in evidence of their attendance.
- 2.2.2    The Technical Proposals will be opened on March 19, 2025 at the address mentioned above at 11:15 A.M. PST.

## **2.3**    TECHNICAL AND FINANCIAL EVALUATION COMMITTEE (TFEC)

- 2.3.1    The Bids will be reviewed by a TFEC constituted in accordance with the Applicable Laws and the requirements set out in this RFP. The TFEC will select such Bidder as the Preferred Bidder who has submitted a Compliant Bid, in addition has met the eligibility criteria and the technical evaluation criteria and has offered the Most Advantageous Bid based on the financial evaluation criteria set out in this RFP.

## **2.4**    BID EVALUATION PROCESS

- 2.4.1    The Bids shall be opened within one (1) hour following the Bid Submission Time. The examination and review of the Bids shall commence one (1) hour following the opening of Bids. The Bids shall be evaluated based on the criteria set out in this RFP.
- 2.4.2    Any Bid submitted in response to this RFP is submitted upon a full understanding and agreement of terms of this Section 2.4 (*Bid Evaluation Process*) and, therefore, the submission of Bids in response to this RFP would be deemed as an acceptance to the said terms.

## **2.5**    EVALUATION CRITERIA

- 2.5.1    The TFEC shall carry out its review and examination of the Bids submitted by Bidders.
- 2.5.2    The Bid must be submitted at the place and by the deadline specified in Section 2.1.6 (*Bid Submission: Time and Place of Delivery*).
- 2.5.3    The Commitment Form, with no amendments or changes thereto, must be signed by the Bidder and its Members.
- 2.5.4    Duly passed resolutions giving the representative of the Bidders (and each of its Members, in case of a Consortium) signing authority must accompany the Bid. In case a Bidder is not a corporate entity, the requisite power of attorney appointing the authorised representative to sign on behalf of the Bidder shall be provided.

2.5.5 The declaration, in form and substance attached hereto as **ANNEXURE F** (*Declaration*), with no amendments or changes thereto, must be signed by the Bidders and their Members.

2.5.6 The Non-Disclosure Agreement, identical in form and substance attached hereto as **ANNEXURE G** (*Non Disclosure Agreement*), with no amendments or changes thereto, must be signed by the Bidder and its members, for the access to data room. Further, the Integrity Pact, identical in form and content to the one found in **ANNEXURE H** (*Integrity Pact*), with no amendments or changes thereto, must be signed by the Bidder.

2.5.7 COMMERCIAL COMPLIANCE

- (a) In case the Bidder is a Consortium, once the Bid is submitted, such Bidder must be bound by a Joint Bidding Agreement.
- (b) Participants and Key Individuals who are not employees of the Bidder or of a Member or Participant of the Bidder must complete and sign the Commitment Form, with no amendments or changes thereto. Duly passed resolutions giving the representatives of each Participant of the Bidder signing authority must accompany the Commitment Form.
- (c) Bid must not be conditional.

2.5.8 A Bid submitted in response to this RFP by a Bidder shall contain *inter alia*, the following:

- (a) The information specified in Section 3 (*Standard Bid Forms*).
- (b) The review of a Bid's technical compliance will focus specifically on examining certain key technical items considered by the Agency to be sensitive. The following items will be verified:
  - (i) Quality management programs.
  - (ii) Quality control programs.
  - (iii) Environmental and social safeguard requirements.
  - (iv) Consistency of schedules.
  - (v) Design assumptions.
  - (vi) Construction techniques.
  - (vii) Project management systems.
  - (viii) O&M program.

- (c) This evaluation is neither comprehensive nor a complete verification of technical compliance with the specifications of the Draft Concession Agreement.
- (d) The Substantial Completion Date and the Construction Completion Date, as per the Project Milestones given in this RFP and the Draft Concession Agreement, or as may be agreed at the time of entering the Concession Agreement.
- (e) The Substantial Completion Date and the Construction Completion Date, as per the Project Milestones given in this RFP and the Draft Concession Agreement, or as may be agreed at the time of entering the Concession Agreement.
- (f) A Financial Bid must meet the following requirements in order to be considered compliant:
  - (i) It must contain complete information requested in Form I - 11 (*Financial Bid Form*).
  - (ii) It must contain complete information requested in Form I - 12 (*Bid Price Form*) on the Bid Submission Date.
  - (iii) The Financial Model:
    - (A) provides a Substantial Completion Date and Construction Completion Date as per the Project Milestones given in this RFP and the Draft Concession Agreement; and
    - (B) is consistent with the technical bid (renovation/construction schedule and cost, maintenance schedule and costs, operations cost). Moreover, any and all costs incurred on part of maintenance, during the Defects Liability Period, shall not form part of the Bid Price. Thus, it is highlighted that during the Defects Liability Period (24 months following the Substantial Completion Date), the Concessionaire shall be responsible to bear the maintenance cost incurred during such time but shall not include maintenance cost in the O&M Cost Component forming part of the Annuity Amount Payments.
  - (iv) The Financial Model shall include profit and loss statement, balance sheet and cashflow statement with detailed description and workings of all applicable federal, provincial and local taxes, duties, levies and other charges (including initial tax depreciation workings) in a separate sheet as per the Income Tax Ordinance 2001 (as may be amended, modified, supplemented or re-enacted from time to time). These tax workings and calculations will be assessed by the Independent Auditor and if required, the Independent Auditor in consultation with the Preferred Bidder

shall adjust the tax workings and calculations in accordance with the Income Tax Ordinance, 2001 (as may be amended, modified, supplemented or re-enacted from time to time).

- (v) For the purposes of consistency, the Bidders shall assume an annual escalation rate (CPI) of ten percent (10%) on the O&M Cost Component, forming part of the Annuity Amount Payments, provided that all such amounts shall be paid in accordance with provisions of the Concession Agreement.
- (vi) In addition, each Bidder is required to provide a copy of the Financial Model relating to its Financial Bid on a *Microsoft Excel* readable USB memory stick and one (1) hard copy of the same. Such file on the USB stick shall not be protected by a password and shall be in an unlocked format containing, inter alia, a user guide and data book setting out the assumptions of the Financial Model.
- (vii) The CPI is fixed, for Bid evaluation purpose, at 10%, however, in case of variation in CPI and/or WPI, either upwards or downwards, the same will be actualized at the prevailing rates and the same will be paid by the Agency in the form of O&M Cost Component forming part of the Annuity Amount Payments. Moreover, the resultant tax amount (delta due to actualization of CPI and/or WPI) will be borne by the Agency. It is abundantly made clear that in case the tax amount asked in the Bid Price by the Concessionaire is incorrect, the Agency shall not be responsible, and the Concessionaire shall solely bear that tax deficit amount/obligation.

#### 2.5.9 SCORING CRITERIA – TECHNICAL EVALUATION OF BID

- (a) The Bid of only those Bidders shall be considered who meet the Basic Eligibility Criteria set forth in **ANNEXURE A** (*Basic Eligibility Criteria*) of this RFP.
- (b) The TFEC shall carry out its evaluation, applying the evaluation criteria and point system specified in this RFP. Each responsive Technical Bid shall be attributed to a score out of a total of one hundred (100) points.
- (c) After complete evaluation of the Technical Bids, the Financial Bids of the Bidders, who have been qualified technically, shall be opened and evaluated. This qualification shall be based on the Bidder achieving a technical score, equal or higher than seventy (70) points.
- (d) The TFEC will select that Bidder as the Preferred Bidder, who has the Most Advantageous Bid in accordance with the terms of this RFP, provided that such Bidder has technically qualified and that the Bid of such Bidder is a Compliant Bid.
- (e) The TFEC shall attribute a technical score to responsive Technical Bids.



- (f) Technical Bids scoring less than seventy percent (70%) points shall be rejected. For technical qualification, a Bidder must score seventy percent (70%) points or more marks.

The detailed evaluation criteria is set out in **ANNEXURE B** (*Technical Evaluation Criteria*) below.

#### COMMERCIAL COMPLIANCE

- (a) The Bid must contain a detailed description of the Bidder, as specified in Section 3.1 (*Information Concerning the Bidder*).
- (b) The Preferred Bidder must be an incorporated body or another type of legal entity.

#### 2.5.10 FINANCIAL EVALUATION:

- (a) The TFEC will select such technically qualified Bidder as the PREFERRED BIDDER, who has the Most Advantageous Bid Price in accordance with the requirements of this RFP as detailed in **ANNEXURE N**.

#### **2.6** OTHER CONSIDERATIONS

- 2.6.1 The Bids must not be qualified, in any way whatsoever, apart from as allowed under this RFP and must be submitted strictly in accordance with this RFP.
- 2.6.2 All Bids and other supporting documents shall be typed in the English language and state all monetary amounts in Pakistan Rupees (PKR), provided that the dollar or other currency may be quoted alongside the Pakistan Rupees.
- 2.6.3 The Bids must be signed by the authorized signatory of each of the Bidders and where applicable, each Consortium member, signing under a power of attorney, substantially in the form specified in **ANNEXURE D** (*Power Of Attorney*), a copy of which is to be provided with the Bids.
- 2.6.4 The Bid submitted in response to this RFP must also accompany a board resolution or an authority letter, authorising the person(s) signing the Bid documents on behalf of the Bidder. In case the Bidder is not a corporate entity, the requisite power of attorney appointing the authorised representative on behalf of the Bidder to sign the Bid documents shall be provided.

#### **2.7** CLARIFICATION OF BIDS

- 2.7.1 The TFEC may, at its discretion, during the evaluation after the Bid Submission Date, invite a Bidder to provide a presentation and/or clarification of its Bid, either in writing or by meeting directly with the TFEC. The TFEC is not required to invite any such presentation and/or clarification, or to have a meeting with any Bidder, and the TFEC may, at its discretion, invite such presentations or clarifications from only one (1) or some of the Bidders. The TFEC may consider such presentations and clarifications in the evaluation of a Bid.

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

2.7.3 Any Bids submitted in response to this RFP is submitted upon a full understanding and agreement of terms of this Section 2.7 (*Clarification of Bids*) and, therefore, the submission of Bids in response to this RFP would be deemed as an acceptance to the said terms.

## **2.8 SELECTION OF PREFERRED BIDDER**

2.8.1 The TFEC will make the selection of the Preferred Bidder in accordance with the terms of this RFP.

2.8.2 Any Bid submitted in response to this RFP is submitted upon a full understanding and agreement of terms of this Section 2.8 (*Selection Of Preferred Bidder*) and, therefore, the submission of Bids in response to this RFP would be deemed as an acceptance to the aforesaid terms.

## **2.9 RIGHT TO NEGOTIATE**

2.9.1 Subject to the requirement of the Applicable Laws, BPP Rules and the PPP Act, after selection of the Preferred Bidder, the Agency reserves the right to negotiate changes to the Bid or to any of the terms of the Draft Concession Agreement, provided however, the Preferred Bidder will not be entitled to initiate changes to its Bid, or to the Draft Concession Agreement.

2.9.2 Any Bids submitted in response to this RFP is submitted upon a full understanding and agreement of terms of this Section 2.9 (*Right to Negotiate*), and the terms of this RFP and, therefore, the submission of Bid in response to this RFP would be deemed as an acceptance to the aforesaid terms.

2.9.3 In the event there is a discrepancy between this RFP and the Draft Concession Agreement, this RFP shall prevail.

### **3. STANDARD BID FORMS**

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#### **3.1 INFORMATION CONCERNING THE BIDDER**

##### **3.1.1 DESCRIPTION OF THE BIDDER**

Each Bidder must provide the following information:

- (a) A detailed description of the Bidder, including:
  - (i) legal name;
  - (ii) complete head office/branch office/subsidiary contact information, including mailing address, telephone and fax numbers, and an e-mail address; and
  - (iii) incorporation details, including corporate charter, articles of incorporation, and proof of legal authorization to operate in Pakistan. If the Bidder is an unincorporated legal entity, then the proof of that legal entity's existence must be provided.
- (b) In case of a Consortium, the members of the Consortium shall enter into a binding Joint Bidding Agreement for the purpose of submitting the Bid. The Joint Bidding Agreement to be submitted along with the Bid, shall, *inter alia*:
  - (i) mention date and place of signing;
  - (ii) convey the intent to form an SPV (with shareholding/ownership commitment(s)) which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Draft Concession Agreement, in case the Concession to undertake the Project is awarded to the Consortium;
  - (iii) clearly outline the proposed roles and responsibilities, if any, of each member (including each Member);
  - (iv) commit that all of the Members (whose credentials will be evaluated for the purposes of this RFP) shall subscribe to a cumulative of one hundred percent (100%) of the paid-up capital of the Concessionaire. Further, it shall also commit that the members of the Consortium shall neither undertake nor shall they permit (A) a change in the Consortium, by addition/withdrawal of a consortium member or change in percentage shareholding of any consortium member, except as may be permitted under the Draft Concession Agreement; (B) any Change in Control except as permitted under the Draft Concession Agreement. Further, it shall also commit that no member of the Consortium shall, express with the prior written consent of the Agency, sell, transfer,

convey or otherwise dispose its direct and/or indirect, legal and/or beneficial ownership in the Concessionaire;

- (v) mention delineation of duties, responsibilities and scope of work to be undertaken by each Member along with resources committed by each partner/member of the Consortium for the proposed services;
  - (vi) mention duties, responsibilities and powers of the Lead Member;
  - (vii) provide for the members of the Consortium to undertake that they shall collectively submit/include a statement to the effect that all members of the Consortium shall be liable, jointly and severally, for all obligations of the Concessionaire in relation to the Project until the expiry of the Defects Liability Period; and
  - (viii) except as provided under this RFP, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Agency.
- (c) In case of a single Bidder (not being a Consortium), it must provide with an undertaking that it shall be liable for all obligations of the Concessionaire in relation to the Project until the expiry of the Defects Liability Period. Further, in case of a single Bidder, the Bidder shall neither undertake nor shall it permit any Change in Control. Further, in case of a single Bidder (not a Consortium), the Bidder shall not, except with the prior written consent of the Agency, sell, transfer, convey or otherwise dispose its direct and/or indirect, legal and/or beneficial ownership in the Concessionaire.
- (d) Annual audited financial statements for the past three (3) years, audited by registered audit firm in the relevant jurisdiction. These financial statements must be provided for each Member and Participant of the Bidder, or for their parent company, if the latter is acting as the Member or Participant's guarantor.
- (e) Complete profile of the Bidder, including all the previous transactions it has undertaken in the similar field, particularly highlighting all such projects involving and/or undertaken for the Agency by the Bidder in any manner whatsoever.
- (f) In case, after Bid Submission Date, a Bidder requests the Agency to amend any part of its Bid, including but not limited to, change in Joint Bidding Agreement, which is not accepted by the Agency/TFEC or acceptable by Agency/TFEC according to the RFP and/or the Applicable Laws. In such case, the Bid may be deemed withdrawn by the Agency, within the time period as stipulated in the correspondence between the Agency and such Bidder.

- (g) In the event the Bidder requests to amend its Bid after Bid Submission Date, the Agency shall not accept such a request. However, if the Bidder maintains on an amendment to the submitted Bid, the Agency shall consider such request subject to qualifying the requirements as mentioned under clause 7.2 of The Balochistan Public Procurement Authority Regulations (Works).

#### **3.1.2 ROLES OF MEMBERS AND PARTICIPANTS**

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

#### **3.1.3 ROLE OF KEY INDIVIDUALS**

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

#### **3.1.4 INTELLECTUAL PROPERTY RIGHTS**

The Bidder must provide a list of intellectual property rights together with the assignments and transfers and the licenses of intellectual property rights for all concepts, ideas and property developed or incorporated, in any manner, in the Bid, including copyright, inventions and other intellectual property rights and in respect of which it is or is not the owner of the intellectual property rights.

#### **3.1.5 SUPPORTING INFORMATION & DOCUMENTATION**

Each Bidder may submit any other supporting information or documentation that may assist the TFEC in the evaluation process and the same may be annexed to the Bid.

### **3.2 BID SECURITY**

- 3.2.1 A Bid submitted in response to this RFP, submitted by the Lead Member in case of consortium, must be accompanied by a Bid Security, which shall remain valid for a period of twenty-eight (28) days beyond the Bid Validity Period.
- 3.2.2 The Bid Security submitted by the Bidders, other than Preferred Bidder, shall be returned upon signing of the Draft Concession Agreement or upon the expiry of the Bid Validity Period.
- 3.2.3 Any Bid not accompanied by the required Bid Security or accompanied by a Bid Security in any amount less than that required or other than in the form as required by this RFP shall be, in each case, rejected by the Agency as non-responsive. It is further clarified that no Bid Security in the form of insurance guarantee shall be entertained.

3.2.4 The Bid Security/Construction Performance Security (as applicable) may be encashed by the Agency in the following circumstances:

- (a) In the case of a Preferred Bidder, if it fails within the specified times to:
  - (i) comply with the instructions laid down in the Letter of Award within the time period stipulated therein;
  - (ii) furnish the necessary Construction Performance Security when required;
  - (iii) sign the Concession Agreement; and
  - (iv) achieve all the conditions precedents agreed in the signed Draft Concession Agreement.
- (b) In the case of a Preferred Bidder, in accordance with the Concession Agreement;
- (c) In case a Bidder withdraws its Bid after the Bid Submission Date;
- (d) In case of an occurrence of a Concessionaire's event of default in terms of the Concession Agreement.

**3.3 INFORMATION CONCERNING THE DEVELOPMENT OF THE TECHNICAL BID**

3.3.1 Bids submitted by a Bidder must contain all of the items specified in this RFP (including Section 3.7 (*List Of Standard Bid Technical Forms*)) and must adhere to the format described herein. In addition, Bidders must ensure that their Technical Bid is consistent with their Financial Bid.

3.3.2 The Technical Bid will provide the Agency with the means for assessing the Bidder's ability to comply with the Technical Specifications issued in this RFP.

**3.4 INFORMATION CONCERNING THE DEVELOPMENT OF THE FINANCIAL BID**

3.4.1 The Financial Bid must be prepared in the format provided in Section 3.5 (*Format Of Financial Bid*) and shall contain a Financial Model that meets all the requirements stated in FORM I - 11 (*Financial Bid Form*).

**3.5 FORMAT OF FINANCIAL BID**

3.5.1 The Financial Bid shall be provided in accordance with the format attached as FORM I -11 (*Financial Bid Form*) and Form I - 12 (*Bid Price Form*) on the Bid Submission Date.

3.5.2 Under no circumstances shall the Agency consider/accept a conditional Bid.

- 3.5.3 The Financial Bid shall also include a fully functional, non-restricted, dynamically linked Financial Model in excel spread sheet form on a USB and one (1) hard copy of the same in accordance with requirements of this RFP. Such file on the USB stick shall not be protected by a password and shall be in an unlocked format.

### 3.6 LIST OF STANDARD BID TECHNICAL FORMS

The standard forms for the Technical Bid are provided in **Annexure I** (*Technical Form*).

FORM – I-1	BASIC INFORMATION FORM;
FORM – I-2	HISTORICAL NON-PERFORMANCE, BLACK LISTING AND PENDING LITIGATION;
FORM – I-3	FINANCIAL SITUATION;
FORM – I-4	CURRENT CONTRACT COMMITMENTS/WORKS IN PROGRESS;
FORM – I-5	DETAILS OF CONTRACTS OF SIMILAR NATURE AND COMPLEXITY COMPLETED OVER LAST TEN (10) YEARS;
FORM – I-6	LIST OF KEY PERSONNEL;
FORM – I-7	CVs OF PROPOSED EXPERTS;
FORM – I-8	DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN
FORM – I-9	NOT USED
FORM – I-10	NOT USED
FORM – I-11	FINANCIAL BID FORM / FINANCIAL MODEL
FORM – I-12	BID PRICE FORM.

Any additional information that may be necessary for the Bid.

## **4. TERMS OF REFERENCE**

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### **4.1 PROJECT TERM AND PARTIES**

#### **4.1.1 PARTIES**

The Draft Concession Agreement establishes the rights and obligations of both the Agency and the Concessionaire. It will be signed between the Agency and the Concessionaire at the conclusion of the Competitive Selection Process.

#### **4.1.2 TERM**

The term of the Draft Concession Agreement will, unless specified otherwise agreed in the Draft Concession Agreement, commence from the Commencement Date and will continue until the Transfer Date (as defined in the Draft Concession Agreement). The Agency expects the term to include approximately twelve (12) months of design, renovation and construction of the Project and a five (5) year operating period.

### **4.2 OWNERSHIP**

The Concessionaire shall enjoy the right-of-way but not the ownership of the Project and related assets will always remain with the Agency at all times (prior to, during, and after the Project timelines).

### **4.3 PROJECT SCOPE**

The Scope of the Work of the Concessionaire is set out in **ANNEXURE K** (*Scope of Work*).

The map of the proposed location plan is set out in **ANNEXURE L** (*Project Location Plan*).

#### **4.3.1 PROJECT COST**

- (a) The Bidder agrees that, further to this RFP and the Competitive Selection Process, is declared the Preferred Bidder and is issued the LOA, shall incorporate the SPV for the purposes of being the Concessionaire, which will implement the Project. Such Preferred Bidder, as proposed in the Bid shall maintain its shareholding in the Concessionaire in accordance with the requirements of the Draft Concession Agreement which shall be in accordance with the Bid.
- (b) The Project shall be financed through annuity payment by the Agency.
- (c) The Project is structured on annuity-based model and the Concessionaire shall be entitled to receive Annuity Amount Payments from the Agency in accordance with the Draft Concession Agreement.



#### 4.3.2 HAND-OVER OF THE PROJECT

The Concessionaire will be responsible for handing over the Project to the Agency in a good working condition, as determined by the Independent Engineer, at the end of the Concession Period, as specified in the Draft Concession Agreement without any further compensation, except as contemplated in the Draft Concession Agreement, to the Concessionaire at the time of such transfer. The Project and related assets are subject to an inspection and correction process in order to ensure that they are handed over in accordance with the terms and conditions set out in the Draft Concession Agreement.

#### 4.4 ALLOCATION OF RISKS AND RESPONSIBILITIES

- 4.4.1 All risks and obligations of the Agency and the Concessionaire shall be in accordance with the Draft Concession Agreement and the Bidders shall be deemed to have full and complete understanding of the risks relating to the Project and their allocation, as set out in the Draft Concession Agreement.

#### 4.5 COMPENSATION OF THE CONCESSIONAIRE

- 4.5.1 The Project is structured on annuity-based model and the Concessionaire shall be entitled to receive Annuity Amount Payments from the Agency as per the Draft Concession Agreement.

- 4.5.2 The Annuity Amount Payments shall start from the Substantial Completion Date.

#### 4.6 ANNUITY AMOUNT PAYMENT AND GOVERNMENT SUPPORT

- 4.6.1 In order to enhance the financial viability of the Project, the Government will offer the following supports:

1) GOVERNMENT SUPPORT:

The Government shall provide support in the form of annuity payments.

2) ANNUITY AMOUNT PAYMENTS:

Following Substantial Completion Date, the Agency shall offer Annuity Amount Payments on each Annuity Amount Payment Date during the Operations Period.

3) ANNUITY AMOUNT PAYMENTS MECHANISM:

**Construction / Renovation Annuity**

The first Annuity Amount Payment equivalent to the construction and renovation cost of the project as per the BOQ and cost schedule in the concession agreement, will be prefunded twelve (12) months prior to the Scheduled Substantial Completion Date.

**Withdrawal of Construction / Renovation Annuity Payments by Concessionaire**

The concessionaire shall withdraw from the Agency Annuity Amount Payment Account only upon receipt of payment release certificate from Independent Engineer.

#### **Operational Annuity**

After the Substantial completion date, on every following July 1<sup>st</sup> and January 1<sup>st</sup> the Authority will Pre-fund in the Agency Annuity Amount Payment Account an amount equivalent to 6 Months of Operational Annuity Payment as per the Operational Annuity Schedule contained in the Concession Agreement. This Operational Annuity Payment shall be funded in advance till end of term of concession period. Further the Agency may, in its discretion, decide to utilise the interest accrued on the Agency's funded amount to fund the Annuity Amount Payments.

#### **Withdrawal of Operational Annuity Payments by Concessionaire**

The concessionaire shall withdraw from the Agency Annuity Amount Payment Account only upon receipt of payment release certificate from Independent Auditor/ Expert on a monthly basis.

### **4.7 SPECIFIC TAXATION FRAMEWORK FOR THE CONCESSION**

- 4.7.1 The Concessionaire shall be liable to pay federal, provincial and local taxes, duties, levies and other charges as they exist twenty-eight (28) days prior to the Bid Submission Date.
- 4.7.2 By submitting the Bid, the Bidder acknowledges the acceptance of all tax related obligations. For the sake of clarity, the Concessionaire shall be required to pay all the taxes, duties, levies, stamp duties, rents, and other charges payable to any local government, provincial or federal government (as applicable).

### **4.8 ENVIRONMENTAL MATTERS**

- 4.8.1 The Agency is committed to respecting the environment on all of its projects. The Concessionaire will be required to ensure that the Works are carried out in accordance with all Applicable Laws relating to the environment and the IFI Standards.

### **4.9 NOT USED**

### **4.10 LAND ACQUISITION**

- 4.10.1 The Agency shall deliver Vacant Possession of the Project Site to the Concessionaire in accordance with the Draft Concession Agreement.

### **4.11 GOVERNANCE MECHANISM**

#### **4.11.1 Project Steering Committee**

A Project Steering Committee will be formed to ensure efficient and timely decision-making for fund allocation based on milestone completion for each healthcare facility.

Committee Members	Composition*
<b>Experienced Professionals (15+ years)</b>	<ul style="list-style-type: none"> <li>- Health Department Representative(s)</li> <li>- BPPPA Representative(s)</li> <li>- Concessionaire Representative(s)</li> <li>- Doctor(s)</li> <li>- Independent Member(s)</li> </ul>

\* as finalized in the PPP Agreement.

#### 4.11.2 GOVERNANCE STRUCTURE

Governance Body	Responsibilities	Key Functions
Project Steering Committee	Oversees financial allocations, project progress, and approvals. Meets bi-annually for follow-ups.	<ul style="list-style-type: none"> <li>- Conduct bi-annual meetings</li> <li>- Review CAPEX and OPEX allocations and make changes where and when necessary</li> <li>- Review hiring plan and amend the same from time to time</li> <li>- Assess project progress</li> <li>- Assess and approve Concessionaire invoices</li> <li>- Evaluate IA recommendations</li> <li>- Approve all project-related matters</li> </ul>
Independent Auditor (IA)/ Expert	Supervises processes, certifies procurement and infrastructure completion, and assesses performance.	<ul style="list-style-type: none"> <li>- Conduct physical inspections for certification</li> <li>- Assess percentage completion of infrastructure</li> <li>- Approve payments based on certification</li> <li>- Ensure payments are net of health card-based payments</li> <li>- Assess performance using key performance indicators</li> </ul>

#### 4.11.3 INSTITUTIONAL STRUCTURE

Component	Responsibilities
Special Purpose Vehicle (SPV)	<ul style="list-style-type: none"> <li>- Form a separate company/SPV to manage the facility in Mashkai</li> <li>- Responsible for rehabilitation and operation of the facility</li> <li>- Open an escrow account with a AAA-rated commercial bank</li> <li>- Transfer facility in operational condition to the authority after the concession period</li> </ul>

#### 4.11.4 SPV PERFORMANCE ASSESSMENT

Task	Responsibility	Timeframe
Rehabilitation & Operational Plan	Prepare and get approval from IA	Continuous
Infrastructure Rehabilitation	Bill annuity payments upon achieving milestones approved by IA	12 Months
Machinery Procurement	Participate in tender process as per report guidelines	6 Months
Staff Hiring & Retention	Ensure hiring, retention, and attendance of staff	6 Months
Infrastructure Design & BOQ	Prepare and get approval from IE	As per project timeline
Healthcare Service Management	Manage patient footfall and ensure standard healthcare services	Ongoing
Digital Record Management	Maintain digital records for patient visits, expenses, and salaries	Ongoing
Annuity Payment Processing	Submit data to IA for periodic payments	Ongoing

#### 4.11.5 PROJECT SUPPORT MECHANISM

Support Type	Components	Payment Conditions
Annuity-Based Support	<ul style="list-style-type: none"> <li>- Infrastructure</li> <li>- Machinery/Equipment (via separate tender)</li> <li>- Operational Expenses</li> </ul>	Released based on percentage completion and as detailed in the PPP Agreement
Health Card-Based Payment	<ul style="list-style-type: none"> <li>- IA approves support amount from budget set by the Project Steering Committee</li> <li>- Escrow account will be opened</li> <li>- GoB will have debit authority</li> <li>- Funds will be transferred to SPV after IA approval</li> </ul>	Payments processed upon IA approval
<b>Staff payroll</b>	The GOB will place advance payment for one month in the Payroll Accounts.	The amount for Payroll shall be requested by the SPV to the Authority for Funding through raising a bill after the certification by IA on semi-Annual basis
<b>O&amp;M</b>	- The GOB will place advance payment for one month in the Payroll & O&M Accounts.	The amount for the O&M Account shall be requested by the SPV to the Authority for Funding by raising a bill after the certification by IA.

#### **4.12** KEY PERFORMANCE INDICATORS (KPIs)

The KPIs related to the operations, maintenance and availability of the Project will be incorporated in the O&M Manual to be prepared by the Concessionaire. Corresponding penalties/liquidated damages amount as applicable which will cascade based on instances of non-compliance including potential events of default scenarios will be included in the O&M Manual. List of major KPIs and corresponding penalties/liquidated damages amount is attached as **ANNEXURE M** (*Key Performance Indicators*) to this document (*to be finalized in the PPP Agreement*).

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## ANNEXURES

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## ANNEXURE A – BASIC ELIGIBILITY CRITERIA

### BASIC ELIGIBILITY CRITERIA FOR BIDDERS:

A Bid received from a Bidder, shall only be considered if the following Basic Eligibility Criteria are satisfied:

S.No.	DESCRIPTION	Yes	No
<b>1</b>	<b>ELIGIBILITY CRITERIA FOR BIDDERS</b>		
1a	Registration with Regulatory and Tax Authorities		
1b	Affidavit for Government-Owned Legal Entities		
1c	Affidavit for No Conflict of Interest		
1d	Affidavit for Non – Blacklisting		
1e	Affidavit for Litigation History		
1f	Affidavit for Failure to Sign Contracts		
1g	Last three years Audited Accounts		
1h	Last three years' income tax returns		
1i	Bid security		
1j	Average Annual Turnover of PKR 100,000,000/- over last 3 years		
1k	Healthcare Facility Experience of at least 20 beds for 3 years		
1l	Geographical Presence for 5 years in Pakistan		

### ELIGIBILITY CRITERIA FOR BIDDERS:

#### **a. REGISTRATION WITH REGULATORY AND TAX AUTHORITIES**

The Bidder (in case of a Consortium, all of the members) must submit constituent documents, *inter alia*, memorandum and articles of association/partnership deed, certificate of incorporation or other documents of constitution, documents of registration of the entity, etc. in accordance with Applicable Laws.

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

(Valid NTN certificate and tax returns filed for last three years to be attached and relevant sales tax certificate, if applicable.)

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

#### **b. AFFIDAVIT FOR GOVERNMENT-OWNED LEGAL ENTITIES**

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In case if the Bidder, or any member of the Consortium is a government owned legal enterprise or institution, such Bidder, any member of its Consortium (as applicable) must establish that it is legally and financially autonomous and operating under commercial law.

(Bidders, or any member of the Consortium, who are government owned legal enterprise or institution shall submit an Affidavit confirming that they are legally and financially autonomous and operating under commercial law).

**Relevant Form:**  
**ANNEXURE J** (*Affidavit*)

#### **c. AFFIDAVIT FOR NO CONFLICT OF INTEREST**

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The Bidder, and any member of the Consortium, shall not have any Conflict of Interest with the Agency.

**Conflict of Interest** means:

- where the Bidder and/or any member of the Consortium, provides, or could provide, or could be perceived as providing biased professional advice to the Agency to obtain an undue benefit for himself or those affiliated with the Bidder or any member of the Consortium;
- receiving or giving any remuneration directly or indirectly in connection with the Project except as provided in the bidding documents;
- any engagement in consulting or other procurement activities of a Bidder, and any member of the Consortium, that conflicts with his role or relationship with the Agency under the Project; and
- where an official of the Agency engaged in the procurement process has a financial or economic interest in the outcome of the process of procurement, in a direct or an indirect manner.

(Bidders (in case of a consortium, the Lead Member, on behalf of each member) shall submit an Affidavit for non-conflict)

**Relevant Form:**  
**ANNEXURE J** (*Affidavit*)

#### **d. AFFIDAVIT FOR NON- BLACKLISTING**

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The Bidder, and any member of the Consortium, shall not be blacklisted by any government entity (including federal government and provincial governments in Pakistan).

**Blacklisting** means barring a Bidder, and any member of the Consortium, from participating in any future procurement proceedings by the Agency or any governmental entity.



(Bidders (in case of a consortium, the Lead Member, on behalf of each member) shall submit an Affidavit for non-blacklisting)

**Relevant Form:**

**ANNEXURE I2** (*Historical Non-Performance, Black Listing and Pending Litigation*) or  
**ANNEXURE J** (*Affidavit*)

**e. AFFIDAVIT FOR LITIGATION HISTORY**

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All pending litigation against the Bidder and any Member of the Consortium, shall in total not represent more than fifty percent (50%) of the respective Net Assets, nor shall there be any litigation that prevents or materially impedes the Bidder and any Member of the Consortium, from its obligations in respect of the Project and the terms of the Draft Concession Agreement.

(The Bidders (in case of Consortium, all Members of the Consortium) shall provide details of the litigation or the Bidder (in case of Consortium, the Lead Member of the Consortium) shall submit an Affidavit in case of no litigation on PKR 100/- (Pakistani Rupees One Hundred only) stamp paper attested by Notary Public. Foreign Bidders' Affidavit should be attested by Pakistani Consulate/Pakistan High Commission of their country).

**Relevant Form:**

**Annexure I2** (*Historical Non-Performance, Blacklisting and Pending Litigation*) or  
**ANNEXURE J** (*Affidavit*)

**f. AFFIDAVIT FOR FAILURE TO SIGN CONTRACTS**

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The Bidder shall not be under execution of a bid securing declaration for last five (5) years.

(The Bidders (including members of a Consortium) shall provide details of such failure to sign contracts or the Bidder (in case of Consortium, the Lead Member of the Consortium) shall submit an Affidavit in case if not applicable PKR 100/- (Pakistani Rupees One Hundred only) stamp paper attested by Notary Public. Foreign Bidders' Affidavit should be attested by Pakistani Consulate/Pakistan High Commission of their country).

**Relevant Form:**

**ANNEXURE I2** (*Historical Non-Performance, Black-Listing and Pending Litigation*) or  
**ANNEXURE J** (*Affidavit*)

**g. AVERAGE ANNUAL TURNOVER OF PKR 100,000,000/- OVER LAST 3 YEARS**

---

The Bidder, or if the Bidder is a Consortium, collectively shall have an average annual turnover of PKR 100,000,000/- (Pakistani Rupees Five Hundred Million only) over the last three (3) years audited financial statements.

**h. HEALTHCARE FACILITY EXPERIENCE OF AT LEAST 20 BEDS FOR 3 YEARS**

---

The Bidder, or if the Bidder is a Consortium, collectively shall have managed, owned, or operated, whether privately managed, or under a public – private partnership arrangement, a hospital or MNCH facility of at least 20 beds, for a minimum period of 3 years.

**i. GEOGRAPHICAL PRESENCE**

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Bidder (or if the Bidder is a Consortium) must have at least 05 years of local geographical presence in Pakistan.

## ANNEXURE B - TECHNICAL EVALUATION CRITERIA

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

### Minimum Score to Achieve:

**70%**

Financial proposals of those consultants who failed to secure minimum qualifying marks in the technical evaluation shall be returned un-opened

Firm Evaluation Parameters			
S#	Experience	Description	20 Marks
1	Supported by the following documents. Projects will be evaluated & validated against these documents <ul style="list-style-type: none"> <li>Contract Agreement</li> <li>Latest Annual Report / Evaluation Report</li> </ul>	<b>Number of health-related projects</b>  Total Number of Health-related projects through Public Private Partnership model in the last five years. Only the Five best projects will be considered Each project will be scored as under: <ul style="list-style-type: none"> <li>i. Hospital services-related projects (Hospital should not be less than 40 beds) – 4 marks</li> <li>ii. For comprehensive Primary level health care – 2 marks</li> <li>iii. Covering only a small component of the health care - 1 mark</li> </ul>	
<b>Total Revenue</b>			<b>15 Marks</b>
2	Revenue to be assessed by the audited financial statement – average of last 3 years.	<ul style="list-style-type: none"> <li>i. Rs. 400 million or more = 15 marks</li> <li>ii. Between Rs. 200 million to 399 Million = 10 marks</li> <li>iii. Between Rs. 100 million to 199 Million = 5 marks</li> </ul>	
<b>Networth of the Bidder</b>			<b>15 Marks</b>

3	Audited Financial Statements <b>(latest financial statement)</b>	i. Rs. 500 Million and Above (15-Marks) ii. Rs. 400 – 500 Million (12-Marks) iii. Rs. 300 – 400 Million (09-Marks) iv. Rs. 200 – 300 Million (06-Marks) v. Rs. 100 – 200 Million (03-Marks)	
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Human Resource Capacity					30
4	Supported by the following documents of the concerned employees. Marks will not be awarded without these documents <ul style="list-style-type: none"><li>Copies of the Degrees,</li><li>Updated CVs</li><li>Employment Contracts</li></ul>	<b>Medical Superintendent</b> MBBS/MPH or Equivalent recognized by PMDC	1	<b>Management Capacity</b>  <b>6 Marks</b>	
		<b>Human Resource Officer</b> MBA HR or Equivalent from recognized University	1		
		<b>Finance Officer</b> MBA Finance/M. Com or Equivalent from recognized University	1		
		<b>Logistics &amp; Supply Chain Officer</b> MBA Supply Chain or Equivalent from recognized University	1		
		<b>HIMS Officer</b> Masters in Computer Science or Equivalent recognized University	1		
		<b>Pharmacist</b> Pharm-D with Category – A License from Pharmacy Council Pakistan	1		
Mandatory Clinical Staffing (Refer to Form I - 11.2 for details)					
5	Supported by following Mandatory documents of the concerned employees. Marks will not be awarded without these documents <ul style="list-style-type: none"><li>Copies of the Degrees,</li><li>Updated CVs</li><li>Employment Contracts</li></ul>	No.of Staff	Post (s)	Marks	<b>24 Marks</b>
		1	MS/MD	2	
		3	Surgical Specialist	2	
		12	Specialist & Medical Officers	2	
		2	Gynaecologist	2	
		1	Anaesthetist	1	
		3	Child Specialist	2	
		1	Dental Surgeon	1	
		12	Technical Staff	6	
		18	Nursing Staff	1	
		6	LHV	2	

	<ul style="list-style-type: none"><li>Support Staff can be separately Workout as per Technical Approach</li></ul>	26	Paramedics (Surgical, Anesthesia, Pathology, Pharmacy, Blood Bank, EPI, Dentistry)	3	
Technical Approach & Methodology					20 Marks
Technical approach and methodology for service delivery must encompass the following					
A. Clinical Services		4.5 Marks	C. Facility Management Services		04 Marks
Medicine		0.5	Help Desk Services		0.5
Paediatrics		0.5	House Keeping & Waste Management		0.5
Neonatal Care Services		0.5	Laundry & Linen		0.5
Gynaecology & Obstetrics		0.5	Internal Security Measures		0.5
Labour Room		0.5	Utility Management		0.5
Surgical Services		0.5	Biomedical Engineering		0.5
Anaesthesia Services		0.5	Community Engagements		0.5
Dentistry Services		0.5	Health Education		0.5
Accident & Emergency		0.5			
B. Clinical Support Services		4.5 Marks	D. Management Strategies		07 Marks
Pathology Services		0.5	Human Resource Management		1
Blood Bank Services		0.5	Financial & Risk Management		1
Radiology (X-Ray / Ultrasound)		0.5	Quality Assurance		1
IT & Telecommunication		0.5	Success Matrix		1
HIMS		0.5	Training & Capacity Building		1
Pharmacy Services		0.5	Monitoring & Evaluation		1
Supply Chain & Logistics		0.5	Patient Complaints & Feedback		0.5
Sterilization Services		0.5	Reporting		0.5
Infection Prevention & Control		0.5			
Total Marks: 100					

## ANNEXURE C – FORM OF BID SECURITY

---

To: ..... , 20...

The Project Director – DHQ Balochistan Hospitals (THQ, Mashkai) Project,  
Health Department, Government of Balochistan,

\_\_\_\_\_,  
Quetta, Pakistan (the Beneficiary).

Guarantee No: \_\_\_\_\_ (the  
Guarantee)

Date of Issue: \_\_\_\_\_

Date of Expiry:

Guarantee Amount: \_\_\_\_\_

Name of Guarantor: \_\_\_\_\_

Name of Principal: \_\_\_\_\_

We, [●]<sup>1</sup>, being the Guarantee issuing bank (the Issuing Bank) understand that the following party/parties have responded to the '*Request for Proposal*' issued by the Government of Balochistan, dated [●] in relation to the 'Project (as amended and/or supplemented from time to time) (the RFP), by submitting their respective formal proposals/bids:

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

Further, We, the Issuing Bank, understand that pursuant to the RFP, the Bidder is required to provide the Beneficiary, a bid security in the form of a bank guarantee, pay order, or demand draft equal to PKR [●] and issued by a scheduled commercial bank operating in Pakistan (with a minimum credit rating of at least 'AA-' as rated by JCR VIS or an equivalent rating by PACRA).

The above premised, we (the Issuing Bank) hereby undertake irrevocably and unconditionally on demand to pay to the Beneficiary, without any notice, reference, recourse, evidence, document in support of the demand, the validity, proprietary or legality of the said demand to the Bidder or to any other entity or without any recourse or reference to the RFP or any other document, agreement, instrument or deed, any

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<sup>1</sup>Insert name of issuing Bank;

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

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

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

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

- (i) The date of opening of Technical Bids plus [148 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 honour that Demand; or
- (ii) when the aggregate of all payments made by us under this Guarantee equals the Guaranteed Amount.

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

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

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

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

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

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

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

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

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

AUTHORIZED SIGNATORY

DATE

PLACE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AUTHORIZED SIGNATORY

DATE

PLACE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## ANNEXURE D – POWER OF ATTORNEY

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### A. POWER OF ATTORNEY TO AUTHORIZE A PERSON TO SUBMIT THE BID

#### NOTES FOR EXECUTION OF POWER OF ATTORNEY

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

#### “FORM OF POWER OF ATTORNEY FOR SIGNING OF TECHNICAL BID”

KNOW ALL MEN BY THESE PRESENTS, WE, \_\_\_\_\_ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms (Name), son/daughter/wife of \_\_\_\_\_ holding [CNIC/Passport] Number \_\_\_\_\_ and presently residing at \_\_\_\_\_, who is presently employed with [us OR the Lead Member of our Consortium] and holding the position of \_\_\_\_\_, as our true and lawful attorney (hereinafter referred to as the Attorney) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for renovate/construct, operate, maintain and transfer the Project which means the SCHEDULE F (Project Site) of the Draft Concession Agreement. It is to be noted that the length of the Project is tentative at this stage and the exact length shall be determined at the detailed design stage.

Project that is being developed by the HEALTH DEPARTMENT, GOVERNMENT OF BALOCHISTAN (the Agency), in accordance with the Request for Proposal issued by the Agency (as amended from time to time) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information/responses to the Agency, representing us in all matters before the Agency, signing and execution of all contracts including the Draft Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Agency in all matters in connection with or

relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Draft Concession Agreement with the Agency.

AND We hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20[•].

FOR & ON BEHALF OF:

\_\_\_\_\_ (NAME OF THE FIRM)  
BY ITS DULY AUTHORIZED SIGNATORY

.....  
(SIGNATURE)  
(NAME, TITLE AND ADDRESS)

WITNESSES:

WITNESS 1:

WITNESS 2:

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

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

SIGNATURE OF ATTORNEY

[NOTARISED]

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

B. POWER OF ATTORNEY TO AUTHORIZE THE LEAD MEMBER OF THE CONSORTIUM

NOTES FOR EXECUTION OF POWER OF ATTORNEY

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

“FORM OF POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM”

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WHEREAS, the GOVERNMENT OF BALOCHISTAN, through its HEALTH DEPARTMENT (the Agency) has invited bids from bidders for the ‘PROJECT’ (the Project) pursuant to the Request For Proposal issued by the Agency (as amended from time to time) and other related documents relating to the Project (the RFP);

WHEREAS, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (each hereinafter referred to individually as a Consortium Member and collectively as Consortium Members) have formed a consortium (the Consortium) pursuant to a Joint Bidding Agreement dated \_\_\_\_\_ [Insert date of the Joint Bidding Agreement, as is required for each Consortium that bids for the Project] for bidding for the Project in accordance with the terms and conditions of the RFP;

AND WHEREAS, it is necessary for the Consortium Members to designate one of them as the ‘Lead Member’ with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW, THEREFORE, 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 \_\_\_\_\_, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the Principals) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_, being one of the Members of the Consortium, 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 ‘Competitive Selection Process’ and, in the event the Consortium is awarded the Concession, during the execution of the Project, and in this regard, 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 submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Agency, and/or any other governmental agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/or upon award thereof till the Draft Concession Agreement is entered into with the Agency.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\*\*.

FOR: \_\_\_\_\_  
(SIGNATURE)  
(NAME, TITLE AND ADDRESS)

FOR: \_\_\_\_\_  
(SIGNATURE)  
(NAME, TITLE AND ADDRESS)

FOR: \_\_\_\_\_  
(SIGNATURE)  
(NAME, TITLE AND ADDRESS)

WITNESSES:

1.

2.

(EXECUTANTS)  
(TO BE EXECUTED BY ALL THE MEMBERS OF THE CONSORTIUM)

## ANNEXURE E – COMMITMENT FORM

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### REQUEST FOR PROPOSALS

for the renovate/construct, operate, maintain and transfer of  
Project

[Date To Be Provided]

### COMMITMENT FORM

A COMMITMENT FORM MUST BE COMPLETED BY THE BIDDER AND BY EACH OF ITS MEMBERS AND PARTICIPANTS, AND BY KEY INDIVIDUALS WHO ARE NOT EMPLOYEES OF THE BIDDER, A MEMBER, OR A PARTICIPANT.

To:     GOVERNMENT OF BALOCHISTAN (AGENCY)

For sufficient good and valuable consideration, receipt of which is hereby acknowledged, we hereby agree to the following:

**1.**     DEFINITIONS

Unless the context indicates otherwise, all capitalized terms and expressions used herein and, in our Bid, have the meaning given to them in the RFP (as defined herein below).

**2.**     GENERAL

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

- A)     we have examined, read, and understood the Draft Concession Agreement (including its schedules) and Volume 1 (*Instruction To Bidders*) (including its schedules) respectively dated [date to be provided] and [date to be provided] as it relates to the Concession, as amended by way of addenda (collectively, the RFP); and
- B)     we have satisfied ourselves that we have a full and complete understanding of the nature and location of the Project, as well as of the general and local conditions and the other conditions under which the Draft Concession Agreement will be carried out.

**3.**     PRICING

We confirm that all prices appearing in our Bid are expressed in PKR and represent aggregate prices that include all taxes, duties, levies and other charges (federal, provincial and local).

**4.**     NOT USED

5. REVISED AND FINAL PARTNERSHIP AGREEMENT

We declare and confirm that we are prepared to execute the revised and final Draft Concession Agreement, as modified by addendums, without any negotiation or amendment thereof, with the exception of minor changes to include features that are specific to the Bid of the Preferred Bidder.

6. FIRM AND IRREVOCABLE BID

Our Bid constitutes a firm offer to the Agency, that is irrevocable and binding upon us, and that it cannot be withdrawn or extended until the Bid Validity Period indicated in the RFP or as extended by the Agency.

7. BID COMPLIANT WITH SUBMISSION REQUIREMENTS

We declare and confirm that our Bid satisfies and complies with the submission requirements indicated in the RFP, specifically including:

- the eligibility criteria;
- the commercial compliance evaluation criteria;
- the technical bid compliance evaluation criteria;
- the financial bid compliance evaluation criteria.

8. RFP

We acknowledge, confirm, and agree that our Bid is subject to the terms and conditions of the RFP, including all disclaimer clauses and all limitation of liability clauses in favour of the Agency or any other party mentioned therein. In particular, we acknowledge, confirm, and agree that we are bound by the terms and conditions of the RFP.

9. NO MATERIAL DETERIORATION

We hereby declare and warrant that:

- with the exception of what is indicated in detail in a written document attached to this Commitment Letter, our financial situation and our business operations have undergone no adverse material change since the date of the most recent financial statements submitted along with the Bid;
- with the exception of what is indicated in detail in a schedule attached to this Commitment Letter, there is no action, suit, or proceeding pending against us, or, to our knowledge, after satisfactory investigation, imminent against us or legally concerning us, brought before or by any organization, tribunal, commission, board, agency, or federal, provincial, municipal, or other office, domestic or foreign, or brought before or by any arbitrator or arbitration board, that could, in the event of an unfavourable decision, have a material adverse effect on our solvency, liquidity, or financial situation; and

- with the exception of what is indicated in detail in a schedule attached to this Commitment Letter, we are not aware of any reason for which an action, suit, or proceeding could be brought against us.

**10. NO COLLUSION OR CONFLICT**

In preparing and submitting our Bid, we declare, warrant, and confirm that we have not discussed or communicated, either directly or indirectly, with any other Bidder, or with any officer, director, employee, consultant, advisor, agent, or representative of any other Bidder (including any Member, Participant, or Key Individual of the team of a Bidder), regarding the content, preparation, or presentation of its Bid. Our Bid has been submitted without any relation (including a relation solely in the form of a shareholding or other interest in the ownership of a Bidder or of a Member, Participant, or Key Individual of the team of the Bidder, with the exception of a holding of less than [●] percent of the voting shares of any company whose shares are traded on a recognized stock exchange), knowledge, exchange, or comparison of information, or any arrangement with any Bidder or any director, officer, employee, consultant, advisor, agent, or representative of any Bidder (including any Member, Participant, or Key Individual of the team of a Bidder).

We hereby declare, warrant, and confirm that we do not have any knowledge, either direct or indirect, of any Bid of any other Bidder, and that we do not have any interest in any such Bid, and that we have not concluded any agreement or understanding or any formal or informal arrangement that could result in our having such knowledge or interest prior to the submission of our Bid.

With the exception of what is indicated in detail in a schedule attached to this Commitment Letter, we hereby declare, warrant, and confirm that, to our knowledge, no real or apparent Conflict of Interest has arisen, exists, or is reasonably likely to arise in the future in connection with the submission of our Bid in response to the RFP, or in connection with the delivery of the services required of the Concessionaire.

We hereby declare, warrant, and confirm that we have no access to any confidential information belonging to the Agency, and that we are not in a position to take advantage of any right of access to such information (other than confidential information that the Agency may communicate to all Bidders).

**11. FURTHER WARRANTIES**

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

We have made a complete and careful examination of the RFP and have received all the relevant information from the Agency, 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 Agency in connection with the RFP.



**12. EVIDENCE OF AUTHORITY**

We acknowledge that the Agency requires that each of the undersigned (other than a Key Individual) provides evidence, in the form of a resolution in a form deemed acceptable by the Agency, that the person signing this Commitment Form on behalf of the undersigned has the authority required to do so and to bind the undersigned.

**13. COPIES**

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

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

BIDDER:

\_\_\_\_\_  
(NAME)  
\_\_\_\_\_  
(STREET ADDRESS OR POSTAL BOX NUMBER)  
\_\_\_\_\_  
(CITY, PROVINCE, AND POSTAL CODE)

AUTHORIZED SIGNATORY: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_  
(PLEASE TYPE OR PRINT)

IF THE BIDDER IS A CONSORTIUM OR OTHER ENTITY:

EXECUTED AND DELIVERED BY: \_\_\_\_\_

[\*NAME OF THE CONSORTIUM OR OTHER ENTITY] BY ITS DULY AUTHORIZED REPRESENTATIVE,  
AND BY [PROVIDE PARTICULARS ON THE SIGNATURE]:

\_\_\_\_\_  
[NAME OF BIDDER \*]

\_\_\_\_\_  
(AUTHORIZED SIGNATORY)

\_\_\_\_\_  
(AUTHORIZED SIGNATORY)

Each of the undersigned hereby:

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

EXECUTED ON \_\_\_\_\_.

MEMBER: \_\_\_\_\_  
(NAME)

NAME AND TITLE: \_\_\_\_\_  
(PLEASE TYPE OR PRINT)

AUTHORIZED SIGNATORY: \_\_\_\_\_  
(NAME)

NAME AND TITLE: \_\_\_\_\_  
(PLEASE TYPE OR PRINT)

PARTICIPANT: \_\_\_\_\_  
(NAME)

NAME AND TITLE: \_\_\_\_\_  
(PLEASE TYPE OR PRINT)

AUTHORIZED SIGNATORY: \_\_\_\_\_  
(NAME)

NAME AND TITLE: \_\_\_\_\_  
(PLEASE TYPE OR PRINT)

KEY INDIVIDUAL\*: \_\_\_\_\_  
(NAME)

NAME AND TITLE: \_\_\_\_\_  
(PLEASE TYPE OR PRINT)

\* APPLICABLE TO KEY INDIVIDUALS WHO ARE NOT EMPLOYEES OF THE BIDDER, A MEMBER, OR A PARTICIPANT.

## ANNEXURE F - DECLARATION

---

We the undersigned return this RFP submission, the Bid and its appendices and acknowledge that we are bound by its content.

We confirm that we are fully conversant with the requirements of the Agency and the subject matter of the procurement exercise as set out in the RFP.

By submitting a bid, we represent and warrant to the Agency that our bid has been prepared, relies and has been submitted solely on investigations, examinations, knowledge, analyses, interpretation, information, opinions, conclusions, judgments, and assessments independently undertaken, formulated, obtained, and verified by us and our team members and not in any way upon any action or omission, the scope, timeliness, accuracy, completeness, relevance, or suitability of any Information. We further warrant that we understand all aspects of the RFP and its governing rules including but not limited to the evaluation criteria laid down in the RFP and that the same is in line with the Balochistan Public Procurement Rules, 2010.

We warrant that the details of this submission in response to the RFP have not been communicated to any other person or adjusted in accordance with any agreement or arrangement with any other person or organization.

We acknowledge that the Agency is not bound to proceed with the procurement exercise and reserves the right at its absolute discretion to accept or not accept any bid submitted and thereafter invite any Preferred Bidder to enter into a Draft Concession Agreement for the delivery of the Project.

We certify that we have full power and authority to submit this response to the RFP and that this is a bona fide submission in response to the RFP.

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

Signed for and on behalf of (Bidder/consortium member)

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Position:

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

\_\_\_\_\_  
Address:

\_\_\_\_\_  
POWER OF ATTORNEY ATTACHED: (YES/NO)

\_\_\_\_\_

Date:

\_\_\_\_\_

(Please return this declaration on your company's letterhead.)

WITNESSES

WITNESS I

WITNESS II

.....  
NAME:  
CNIC No.:

.....  
NAME:  
CNIC No.:

## **ANNEXURE G - NON-DISCLOSURE AGREEMENT**

---

*[To be printed on Company letterhead of the Bidder or, in case of the Consortium, the Lead Consortium Member]*

STRICTLY PRIVATE & CONFIDENTIAL

*[Insert Date]*

To:  
THE PROJECT MANAGER,  
[•],  
Project Implementation Unit, Project  
Address: [•].

From:  
M/s \_\_\_\_\_ *[Insert legal name of Bidder]*  
\_\_\_\_\_ *[Insert Address of Bidder]*,  
(the Bidder).

RE:            NON-DISCLOSURE AGREEMENT

Dear Sir,

This Non-Disclosure Agreement (this Agreement) sets out the terms and conditions governing disclosure and exchange of Confidential Information (defined below) (including proprietary information) between the Government of Balochistan (the Agency) and the Bidder whereby Bidder intends to explore the possibility of entering into a Draft Concession Agreement for the renovate/construct, operate, maintain and transfer of the Project which means the [•] as more particularly described and indicated in the SCHEDULE F (*Project Site*) of the Draft Concession Agreement (Volume II).

*Confidential Information* means all documents, software, reports, data, records, forms and other materials provided to the Bidder by the Agency or their advisors pursuant to this Agreement:

- that have been marked as confidential;
- whose confidential nature has been made known; or
- that due to their character and nature, a reasonable person under like circumstances would treat as confidential.
- *Confidential Information* shall not include information that:
  - is or becomes publicly known through no wrongful or unlawful act of the Bidder;
  - is already in the Bidder's possession prior to its disclosure by the Agency;

- is independently developed by the Bidder without the benefit of Confidential Information provided by the Agency; or
- is received by the Bidder from a third party not known to the Agency to be under any restriction or an obligation of confidentiality.

In consideration of being provided with the Confidential Information, the Bidder hereby agrees with the Agency on the following terms:

1. The Confidential Information will be used by the Bidder solely to explore the possibility of entering into a Draft Concession Agreement with the Agency for the Project (the Stated Purpose) and will be kept confidential and will not be disclosed, in whole or in part to any other person, except that the Confidential Information or portions thereof may be disclosed to those of the partners, directors, officers and employees (collectively, the Representatives) of the Bidder who need to know such information for the Stated Purpose (it being understood that those Representatives will be informed of the confidential nature of the information.).
2. The Bidder shall not be deemed to be in breach of this Agreement for any disclosure of information in confidence to its professional advisers or insurers or as may be required by law or any regulatory authority or professional practice requirements.
3. This Agreement shall continue for three (3) years from the date of this Agreement unless and to the extent that the Agency may release it in writing.
4. This Agreement shall be governed by and construed in accordance with the Pakistani law and both parties to this Agreement submit to the exclusive jurisdiction of the Pakistani courts.

Please indicate your acceptance of the terms of this Agreement by signing this Agreement in the space indicated at the end.

FOR & ON BEHALF OF  
[INSERT NAME OF BIDDER]

.....  
(SIGNATURE)

Name: *[Insert name of Authorized Representative of Bidder or, in case of Consortium, of the of Authorized Representative of the Lead Member]*

Designation:

WITNESSES

WITNESS I

WITNESS II

.....  
NAME:  
CNIC No.:

.....  
NAME:  
CNIC No.:

WE HAVE READ THIS AGREEMENT FULLY AND CONFIRM OUR AGREEMENT WITH ITS TERMS.

FOR AND ON BEHALF OF  
GOVERNMENT OF BALOCHISTAN

.....

Name:.....  
DESIGNATION: PROJECT MANAGER, GOVERNMENT OF BALOCHISTAN,  
HEALTH DEPARTMENT, PROJECT  
ADDRESS: [●].

WITNESSES

WITNESS I

WITNESS II

.....  
NAME:  
CNIC No.:

.....  
NAME:  
CNIC No.:

## ANNEXURE H – INTEGRITY PACT

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

CONTRACT NUMBER: \_\_\_\_\_ DATED: \_\_\_\_\_, [●]

CONTRACT TITLE: CONSTRUCTION AND OPERATIONAL SERVICES FOR  
RENOVATE/CONSTRUCT, OPERATE, MAINTAIN AND TRANSFER THE  
PROJECT UNDER PPP MODE

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

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

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

[*Bidder*] 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 Agency under any law, contract or other instrument, be voidable at the option of the Agency.

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



ACKNOWLEDGED, ACCEPTED &  
AGREED  
FOR & ON BEHALF OF:

HEALTH DEPARTMENT, GOVERNMENT  
OF BALOCHISTAN, THROUGH ITS DULY  
AUTHORIZED SIGNATORY

.....  
(SIGNATURE)

NAME:

DESIGNATION:

ACKNOWLEDGED, ACCEPTED &  
AGREED  
FOR & ON BEHALF OF:

[INSERT NAME OF BIDDER], THROUGH  
ITS DULY AUTHORIZED SIGNATORY

.....  
(SIGNATURE)

NAME:

DESIGNATION:

## ANNEXURE I - TECHNICAL FORMS

### FORM I - 1 BASIC INFORMATION FORM

[Provide here a brief description of the background and organization of your firm/entity and each Partner for this Project]

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

#### Basic Information Form (Company Profile)

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

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

**FORM I - 2**  
**HISTORICAL NON-PERFORMANCE, BLACK LISTING AND PENDING LITIGATION**

Non-Performing Contracts			
<input type="checkbox"/> Contract non-performance did not occur within the last five (5) years prior to the deadline for bid submission based on all information on fully settled disputes or litigation (Affidavit to be provided)			
<input type="checkbox"/> Contract non-performance during the stipulated period,			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, PKR)
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	

Black Listing
<input type="checkbox"/> Bidder shall not be black listed by government/semi government/autonomous/private organizations (Affidavit to be provided)

Failure to Sign Contract

Bid Security Declaration
<input type="checkbox"/> Bidder shall not be under execution of a Bid–Securing Declaration (Affidavit to be provided)

Conflict of Interest: Attach Affidavit

Pending Litigation			
<input type="checkbox"/> No pending litigation (A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted) (Affidavit to be provided)			
<input type="checkbox"/> Pending litigation (All pending litigation shall in total not represent more than 50%of the Bidder's Net Assets and shall be treated as resolved against the Bidder)			
Year	Outcome as Percent of Total Assets	Outcome as Percent of Total Assets	Total Contract Amount (PKR)
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	

**FORM I - 3**  
**FINANCIAL SITUATION**

Financial Data for Previous 3 Years  
Information from Balance Sheet

<b>AVERAGE ANNUAL TURNOVER OF THREE YEARS (AMOUNT IN PKR)</b>				
	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>AVERAGE ANNUAL TURNOVER</b>
Firm A				
Firm B				
Total				

<b>NET WORTH (AMOUNT IN PKR)</b>			
	<b>2022</b>	<b>2023</b>	<b>2024</b>
Firm A			
Firm B			
Total			

- ☐ Attach copies of financial statements (balance sheets including all related notes, and income statements) for the last three (3) years, as indicated above, complying with the following conditions:
- All such documents reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies.
  - Historic financial statements must be audited by a certified accountant.
  - Historic financial statements must be complete, including all notes to the financial statements.
  - Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be accepted).
  - NTN certificate must be attached.
  - Tax return filed must be provided.

- Foreign firms if participating in the bidding process should submit NTN Certificate of their country duly attested by Consulate of their country.
-

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CASH AND FUNDING LINES – FINANCIAL DATA

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Information From Balance Sheet

	Year 1	Year 2	Year 3
Cash and Bank Balances			
Short term Investments			
Funding Lines			
Total			

Proof of funding lines such as term sheets, commitment letters etc. with financial institutions (if applicable) must be attached. The Bidders must provide such proof by way of confirmation of the respective financial institution(s) which has provided such funding lines.

**FORM I - 4**  
**CURRENT CONTRACT COMMITMENTS/WORKS IN PROGRESS**

---

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of award or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments						
No.	Name of Contract	Employer's Contact Address, Tel, Fax	Total Estimated value [PKR]	Value of Outstanding Work [PKR]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [PKR/month]
1						
2						
3						
4						
5						

**FORM I - 5**  
**DETAILS OF CONTRACTS OF SIMILAR NATURE AND COMPLEXITY COMPLETED OVER**  
**LAST 10 YEARS**

(A) FOR CONSTRUCTION

Sr. No.	1	2	3	4	5
Name of Contractor:					
Country:					
Province & Location					
Name of Procuring Agency with Address, Tele, Fax.					
Nature of works and special features relevant to the contract for which applied:					
Contractor Role (Mention: Sole, Sub Contractor or Partner in a Joint Venture).					
Value of the total contract in Pak/Rs:					
Date of Award:					
Date of Completion:					

(B) FOR DESIGN

Sr. No.	1	2	3	4	5
Name of Consultant:					
Country:					
Province & Location					
Name of Procuring Agency with Address, Tele, Fax.					
Nature of works and special features relevant to the contract for which applied:					
Consultant Role (Mention: Sole, Sub Consultant or Partner in a Joint Venture).					



Value of the total contract in Pak/Rs:					
Date of Award:					
Date of Completion:					

(C) **FOR EXPERIENCE IN HEALTH-RELATED PROJECTS**

Name of Organization	
Name of Health-Related Project (being Managed/Developed/Controlled)	
Name of Procuring Authority (Public/Private)	
Location of the Project / Address	
Start of Project	
End of Project	
Number of Staff deployed	
Number of Beds in health facility	
Number of Working/Field Staff	
Average operational hours of firm/company/(per day)	
Amount of Capital Involved	
Brief description of the services rendered by the bidder firm:	

**FORM I - 6**  
**LIST OF KEY PERSONNEL**

---

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

<b>Professional Staff</b>					
<b>S.No.</b>	<b>Name</b>	<b>Firm/Company</b>	<b>Area of expertise</b>	<b>Position</b>	<b>Task Assignment</b>
1					
2					
3					
4					
5					
6					
7					
8					

**FORM I - 7**  
**CURRICULUM VITAE (CV) OF PROPOSED EXPERTS**

---

**1. Proposed Position** [*only one candidate shall be nominated for each Key Individual position*]:

—

**2. Name of Firm** [*Insert name of firm proposing the Key Individual*]:

—

**3. Name of Staff** [*insert full name*]:

—

**4. Date of Birth:**

—

**5. Nationality:**

—

**6. Educational Qualification:** [*Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained*]:

**7. Membership of Professional Societies:**

—

**8. Other Training** [*indicate significant training since degrees acquired under point 6 above*]

**9. Countries of Work Experience:** [*list countries where staff has worked*]:

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

**11. Employment Record:**

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

From [Year]: To [Year]:

Employer:

Position held:

**12. Detailed Tasks Assigned** [*List all tasks to be performed under this assignment*]:

**13. Certification:**

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

I certify that I have been informed by the Bidder that it is including my CV in the Proposal for the *[insert name of project and contract]*. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal<sup>2</sup>.

Signature of the Candidate:

Place:

Date:

---

<sup>2</sup> *If the undersigned is not a present employee of the Bidder, then this paragraph is to form part of the CV;*

FORM I - 8

---

**DESCRIPTION OF APPROACH, METHODOLOGY AND  
WORK PLAN**

---

The approach and methodology will be detailed precisely under the following topics.

[Technical approach, methodology, and work plan are key components of the First Stage Technical Proposal. You are suggested to present your First Stage Technical Proposal divided into the following three chapters:

**1) Technical Approach and Methodology.** *In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*

**2) Work Plan.** *In this chapter, you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the PA), and delivery dates of the designs and reports. The proposed work plan should be consistent with the technical approach and methodology, showing an understanding of the TORs. A list of the final documents, including reports, drawings, and tables to be delivered as final output,*

---

**FORM I - 9**  
**NOT USED**

---

**FORM I - 10**  
**NOT USED**

---

**FORM I – 11.1**  
**FINANCIAL BID FORM / FINANCIAL MODEL**

Sr #	Capex Head (Capital Expenditure Excluding Medical Equipment) (NOT TO BE FILLED AS THIS IS NOT PART OF THE FINANCIAL BID)	Cost Estimate
1	Design and Layout Cost	<ul style="list-style-type: none"> <li>• Maximum approved budget of PkR175.70 Million is available.</li> <li>• The renovation and procurement works will be undertaken through Balochistan Public Procurement Rules after due approval of the PSC.</li> <li>• The Successful bidder will visit the site and submit the renovation design along with equipment specifications during the CP period for consideration and approval of the PSC.</li> </ul>
2	Construction including building works, Plumbing, Electrical, HVAC, Erection and all ancillary works for	
3	Renovation of existing infrastructure	
4	Finishing	
5	Furniture and Fixtures	
6	Generator	
7	Computers and IT Equipment	
8	Hospital management system	
9	Attendance management system	
10	Security and surveillance	
11	Fire Safety System	
12	Utilities and connection	
13	Waste disposal bins	
14	Incinerator	
15	Vehicles	



**OPEX Head**  
**(TO BE FILLED IN AS PART OF THE FINANCIAL BID)**

<b>Sr #</b>	<b>Opex Head (Operational Expenses)</b>	<b>Cost Estimate per Annum</b>
<b>1</b>	Staff payroll and TA/DA	
<b>2</b>	Security and surveillance	
<b>3</b>	General Cleaning and admin supplies and consumable	
<b>4</b>	Insurance	
<b>5</b>	Printing and stationary	
<b>6</b>	IT supplies and maintenance	
<b>7</b>	Maintenance – machinery, equipment and furniture	
<b>8</b>	Building Maintenance	
<b>9</b>	Medical consumables	
<b>10</b>	Fuel for generator	
<b>11</b>	Fuel for Vehicles	
<b>12</b>	Utilities	
<b>13</b>	Training and development	
<b>14</b>	Communication	
<b>15</b>	IE and IA costs @ minimum 2% of the total OPEX	
<b>16</b>	Operator Management Fee	
<b>17</b>	Contingencies @ maximum 3% of the total OPEX	
	<b>Total Operational Expenses for Year 1</b>	
	<b>Total Operational Expenses for Year 2 (escalated @10%)</b>	
	<b>Total Operational Expenses for Year 3 (escalated @10%)</b>	
	<b>Total Operational Expenses for Year 4 (escalated @10%)</b>	
	<b>Total Operational Expenses for Year 5 (escalated @10%)</b>	
	<b>Grand Total of Operational Expenses for the Concession Period</b>	

All annexed forms must be filled for identification of quoted prices  
**Escalation for Opex heads is fixed @10 % p.a.**

**FORM I – 11.2**  
**FINANCIAL BID FORM**

Staff payroll and compensation

<b>S. No.</b>	<b>Designation</b>	<b>Number of Positions</b>	<b>Monthly Salary including EOB, IT</b>	<b>Subtotal per Month</b>
<b>1</b>	MS/MD	1		
<b>2</b>	Surgeon	2		
<b>3</b>	Gynecologist	2		
<b>4</b>	Child Specialist	2		
<b>5</b>	General Physician	2		
<b>6</b>	Senior Dental surgeon	1		
<b>7</b>	Dental Surgeon	1		
<b>8</b>	Anesthetist	2		
<b>9</b>	Radiologist	2		
<b>10</b>	LMO (Locum Medical Officer)	4		
<b>11</b>	WMO	2		
<b>12</b>	MO (Medical Officer)	3		
<b>13</b>	Laboratory Technician	4		
<b>14</b>	Blood bank technician	2		
<b>15</b>	Medical Assistant / Health Technician	3		
<b>16</b>	OT Technician (including sterilization technician)	5		
<b>17</b>	Anesthesia Technician	3		
<b>18</b>	Dental Technician	1		
<b>19</b>	LHV (Maternal Care Assistant)	6		
<b>20</b>	Dispenser	2		
<b>21</b>	Pharmacist	2		
<b>22</b>	Pharmacy Technician	2		
<b>23</b>	Nurse (female / male)	8		
<b>24</b>	Midwife	3		
<b>25</b>	Dai / Aya	5		
<b>26</b>	Dresser	2		
<b>27</b>	Admin, HR Officers & SCM Professionals	2		
<b>28</b>	IT Professionals / Computer Operator	2		
<b>29</b>	Accountant/Finance Officer	2		
<b>30</b>	Receptionist	4		
<b>31</b>	Logistic Officer (Sanitary + Waste Management)	1		
<b>32</b>	Sanitary Worker (M/F)	6		
<b>33</b>	Ward Boys	10		

<b>34</b>	Security Guard	4		
<b>35</b>	Peon	2		
<b>36</b>	Store Keeper	1		
<b>37</b>	Driver	3		
<b>38</b>	Electrician	1		
<b>39</b>	Generator Operator	1		
<b>40</b>	Mali	1		
<b>41</b>	Khakrob	3		
<b>42</b>	Radiology Technician	3		
<b>43</b>	Dhobhi	2		
<b>44</b>	EPI Technician	1		
<b>Sub Total</b>		<b>121</b>		

*\* staff requirements may be altered subject to approval of the PSC. However, a minimum threshold number of resources has to be on the payroll and physically available on the facility at all times, as set by the PSC. Non-availability of resources below threshold limits may result in penalties.*

a. PRE-ESTIMATED PROJECT COST BREAKUP

ITEM	TOTAL
Construction cost excluding taxes	In PKR
Taxes on construction cost (in accordance with Income Tax Ordinance 2001)	
Balochistan Sales Tax	In PKR
Engineering/design costs	In PKR
Interest During Construction cost	In PKR
Insurance Cost (PKR)	In PKR
Other Project Costs items	In PKR
Other Taxes	In PKR
<i>Total cost before contingency)</i>	In PKR
Contingency	In PKR
Pre-Estimated Project Cost	In PKR

**Estimates (Pre-estimated project cost breakup) above to be filled in however same will not be considered as part of the financial proposal Or evaluated during the financial bid valuation.**

SIGNATURE OF AUTHORIZED SIGNATORY: [•]

NAME AND TITLE OF SIGNATORY: [•]

NAME OF FIRM: [•]

ADDRESS: [•]

**FORM I - 12**  
**FINANCIAL BID PRICE FORM**

---

The price of the bid which is calculated as per the Financial Model:

<b>S. No</b>	<b>Description</b>	<b>Amount in PKR</b>
1	Grand Total of Operational Expenses for the Concession Period (5 Years)	XXX
<b>Total Bid Price</b>		<b>XXX</b>

## ANNEXURE J - AFFIDAVIT

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### NOTES FOR EXECUTION OF AFFIDAVIT

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

*In case of Consortium, every consortium member firm should provide affidavit separately*

*Please find below the form and substance of the Affidavit.*

### AFFIDAVIT

DATED: \_\_\_\_\_

[•]  
[•]  
[Address]

We, [insert name of Bidder] hereby represent and warrant that, as of the date of this Affidavit [name of Bidder/lead member of consortium/JV], and each member of our consortium/JV (if applicable):

- a. are not in bankruptcy or liquidation proceedings;
- b. are not blacklisted by any governmental or non-governmental department/agency;
- c. have not been convicted of, fraud, corruption, collusion or money laundering;
- d. are not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect our capability to comply with the obligations under the Draft Concession Agreement;

- e. [are legally and financially autonomous and operate under commercial law]<sup>3</sup>;
- f. [there is no pending litigation which represents more than fifty percent (50%) of our Net Assets]<sup>4</sup>;
- g. [are not under any non-performance of a contract within last two (2) years of the Bid Submission Date]<sup>5</sup>; and
- h. [have not failed to sign a contract with any procuring authority following award]<sup>6</sup>.

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

Yours sincerely,

SIGNATURE OF AUTHORIZED SIGNATORY: [●]

NAME AND TITLE OF SIGNATORY: [●]

NAME OF FIRM: [●]

ADDRESS: [●]

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<sup>3</sup>Only relevant for the government owned legal enterprise or institution.

<sup>4</sup>If applicable;

<sup>5</sup>If applicable;

<sup>6</sup>If applicable;

## **ANNEXURE K – SCOPE OF WORK**

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### **1. GENERAL**

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Mashkai is a remote and underserved area of Balochistan, with limited healthcare infrastructure to meet the growing demand for quality medical services. The Government of Balochistan is committed to addressing these challenges by outsourcing the construction / renovation and operation of Mashkai Hospital to a capable private partner who will be responsible for its construction, modernization, operational management, and long-term sustainability.

The facility will be developed to serve a population of approximately 40,000 people, with the primary aim of providing essential healthcare services such as outpatient care, inpatient care, emergency services, maternal health, and diagnostic services amongst others. The project will also include the establishment of specialized services as well.

The successful private sector partner will be required to construct and renovate, recruit qualified medical staff, and operate the hospital efficiently, ensuring high-quality services at no costs to general public. All project related expenses will be paid by the Government of Balochistan in the form of monthly annuity based payments. The private partner will operate the facility for a period of 6 years with the 1st year available for construction and renovation. After the end of the concession period, the private partner shall hand over the facility (THQ Mashkai) back to the Government of Balochistan on as-is basis, including all fixed assets, staff, machinery, equipment and supplies.

#### **1.1. PROJECT BACKGROUND AND CONTEXT**

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Mashkai, located in District Awaran, Balochistan, is a remote and underserved area facing significant challenges in providing adequate healthcare services. The Mashkai region has a population of approximately 40,000 people. The Balochi language is predominantly spoken by the population, which adds to the cultural and logistical considerations for healthcare service delivery. Below are the key aspects of the current healthcare situation:

##### **1.1.1. POPULATION AND HEALTHCARE DEMAND:**

The population of Mashkai is approximately 40,000 people, with a growing demand for healthcare services due to both population growth and limited access to medical facilities.

Given the geographical remoteness of the region, many residents face difficulties accessing healthcare, often having to travel long distances to larger towns or cities for specialized treatment. The limited healthcare infrastructure in the region makes it harder to address the growing demand for services.



### **1.1.2. EXISTING HEALTHCARE FACILITIES:**

Mashkai is served by one Tehsil Headquarters Hospital (THQ) located in Gajjar Town of District Awaran, which is the primary healthcare facility in the area. However, this facility is often overwhelmed with a high patient load and struggles to meet the healthcare needs of the population due to limited capacity and resources.

In addition to the THQ Mashkai, a DHQ is operational at District Awaran, providing necessary healthcare facilities, also there is one Basic Health Unit (BHU) each in the union councils of Nokjo, Parwar, and Jebree Village, which provide basic healthcare services. These BHUs are often under-resourced, lacking essential medical equipment, staff, and infrastructure to handle the increasing demand for medical care.

A civil dispensary is located in Jebree Village, but its services are minimal and inadequate to address the growing healthcare needs of the local population.

### **1.1.3. KEY HEALTHCARE CHALLENGES:**

- **Lack of Specialized Care:** There is a critical shortage of specialized healthcare services in Mashkai, including areas such as gynaecology, and pediatric care. As a result, patients must travel long distances to larger cities for specialized treatment, incurring high costs and facing long travel times.
- **High Patient Load:** The existing healthcare facilities, including the THQs in Gajjar and the BHUs, are overwhelmed with patient numbers, leading to long wait times, inadequate care, and compromised service quality.
- **Inadequate Infrastructure and Resources:** Healthcare facilities in Mashkai, including the THQs, BHUs, and civil dispensaries, often suffer from outdated equipment, lack of medical supplies, and poor infrastructure, which does not meet modern healthcare standards.
- **Staff Shortages:** There is a significant shortage of qualified healthcare professionals in Mashkai. Many facilities are understaffed, and the few available medical professionals are overburdened, further compromising the quality of care provided.
- **Geographical Barriers:** The remoteness of Mashkai and its healthcare facilities presents major logistical challenges. Poor road networks and limited transportation options make it difficult for residents to access medical services promptly.

## **1.2. DEVELOPMENT OF HOSPITALS IN THE PROVINCE**

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The Government of Balochistan (GoB) is committed to transforming healthcare services across the province by establishing model healthcare facilities that are equipped to meet the needs of the population. This focus is on improving healthcare access, ensuring the delivery of high-quality medical services, and promoting the sustainability of healthcare infrastructure through strategic partnerships with the private sector.

To achieve this, the GoB is undertaking a comprehensive healthcare reform plan aimed at revamping healthcare facilities under a Public-Private Partnership (PPP) arrangement. This initiative will not only address the current challenges but also lay the foundation for a sustainable and efficient healthcare system throughout Balochistan. The GoB has already taken significant steps toward realizing this vision:

## **2. SCOPE OF WORK**

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The Government of Balochistan (GoB) intends to engage a private party on Public Private Partnership (PPP) mode to establish, operate and manage a Maternity and Neonatal Child Health (MNCH) facility located at THQ Mashkai, District Awaran, Balochistan (the Project). The project is being undertaken via Design, Construct, Renovate, Operate & Manage and Transfer mode. This project focuses on improving healthcare access and enhancing service quality for the residents in district Awaran. This project focuses on improving healthcare access and enhancing service quality through the residents in district Awaran. The scope of the project includes renovation, construction, operation and maintenance of a 22 bed healthcare facility with departments and equipment of this RFP for a period of 6 years.

### **2.1. PROJECT OBJECTIVES**

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The primary objectives of the Mashkai Hospital PPP Project are as follows:

- Improve efficiency of healthcare facilities
- Expand Healthcare Access with better outreach
- Enhance Service Quality for patients
- Ensure Financial Sustainability
- Availability of export resources
- Improve patient experience
- Sustainability and Innovation

### **2.2. PROJECT SCOPE**

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1. Design and layout of the improved/ renovated facility. Approval of layout by project Steering committee after vetting by IE/IA.
2. Construction of the facility as per the approved layout.
3. Installation of medical equipment at the facility (Procured through separate bidding document)
4. Recruitment of staff for the facility as per requirement as outlined in this section.
5. Payroll and HR management of staff
6. HR Management and supervision of staff currently sanctioned by GOB for this facility
7. Installation and maintenance of attendance monitoring systems
8. Surveillance and security for the facility including deployment of security staff and camera based monitoring systems

9. Installation and operation of Hospital management system / software and patient care records management software.
10. Procurement of administrative assets
11. Integration of Health card management in the Hospitals and software.
12. Opening of separate health card account with a commercial bank
13. Provision of Health care services to all citizens of Balochistan. No fee can be charged for any services.
14. Adherence to KPIs as outlined in Annexure M
15. Establishment of Departments and facilities as outlined in this section of the RFP with requisite Human resources and manpower
16. Conduct regular training of all staff and doctors
17. Maintain sanitary and clean environment in the facility
18. Collection, sorting, management of all hospital waste, including any hazardous waste materials.
19. Incineration of all hospital waste, including any hazardous waste materials.
20. Maintenance of pharmaceutical and medical supplies in dispensary and stock

### **2.3. PROCUREMENT OF MACHINERY AND EQUIPMENT**

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The procurement of machinery and medical equipment for the Mashkai Hospital will be conducted in accordance with the Balochistan Public Procurement Regulatory Authority (BPPPA) guidelines. The Government of Balochistan (GoB) will ensure that the process follows all regulatory requirements, ensuring transparency, efficiency, and fairness in the selection of suppliers via a Separate Bidding Process.

The private partner, post project award and concession agreement will inspect and assess the available machinery and equipment at the facility prior to finalizing their requirements. This inspection will provide the private partner with the opportunity to:

- Review the existing medical equipment and infrastructure.
- Evaluate the condition, functionality, and suitability of the available machinery.
- Modify or upgrade the procurement list with the authority for subsequent procurement via BPPPA

### **3. PROJECT COMPONENTS**

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#### One Time Capital Investment

- Component 1: Building construction & renovation
- Component 2: Equipment & Furniture / Fixtures for Hospitals

#### Annual recurring Operational Investment

- Component 3: Human Resource
- Component 4: Consumables
- Component 5: Annual Repair & Maintenance

#### 4. DETAILED DESIGN OF THE PROJECT

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The Bidder will be allowed to visit the facility and propose an appropriate design for the facility based on the number of beds determined for this facility.

The number of beds for this facility is 22.

#### 5. SCOPE OF SERVICES AND DELIVERABLES

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The Private partner for the project will be expected to perform the following:

##### 5.1. INFRASTRUCTURE DEVELOPMENT:

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The Mashkai Hospital project will involve the [construction/renovation/expansion] of the existing facility to meet the growing healthcare needs of the local population. The private sector partner will be responsible for ensuring that the facility adheres to all required safety, quality, and environmental standards, providing a modern and efficient healthcare environment.

Key components of the infrastructure development will include:

- **Hospital Management System:** The hospital will be equipped with modern medical technologies, including diagnostic tools, treatment equipment, and patient monitoring systems. Therefore, the implementation of a hospital management system is critical so that the patient records, treatment and supplies can be tracked and accounted for.
- **Patient Wards:** The hospital will feature well-designed patient wards that can accommodate a significant number of patients while ensuring comfort and privacy.
- **Consultant Clinics and Outpatient Facilities**
- **Emergency Bay and Wards**
- **Waste Management: Incineration of hazardous medical waste is required**
- **Dispensary and Store:** This will cater to outpatient and inpatient care
- **Specialized Treatment Areas:** Dedicated areas for specialized care, will be developed.
- **Supporting Infrastructure:** This includes administrative offices, reception, staff rooms, waiting areas etc.

The private partner will be responsible for the design, construction, and ongoing maintenance of these facilities, ensuring that they meet all relevant standards set by the Government of Balochistan and regulatory bodies.

## **5.2. SERVICE DELIVERY:**

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The private partner will be expected to provide a comprehensive range of healthcare services to meet the diverse needs of the Mashkai population. The key services to be delivered include:

- **Outpatient Care:**

The hospital will offer general outpatient services, including consultations, diagnostic tests, and routine treatments.

The private partner must ensure that outpatient services operate 24/7, providing care during all hours of the day.

Minimum Requirement: The facility must have the capacity to handle a minimum of 5000 outpatient visits per month.

- **Inpatient Care:**

The facility will provide inpatient services, including admission, diagnosis, treatment, surgery, and post-operative care.

Minimum Requirement: The hospital must accommodate at least 1,500 inpatient admissions per year.

- **Emergency Care:**

The hospital will operate an emergency department capable of managing trauma cases, medical emergencies, and urgent care needs.

Minimum Requirement: The emergency department must handle at least 1,000 emergency cases per month.

- **Maternal and Child Health:**

Specialized services for maternal and child health, including prenatal care, labor and delivery, postnatal care, and paediatric care, will be provided.

The facility must meet the required standards for maternal health and ensure a high-quality service for women and children.

- **Additional Services:**

Diagnostic Services: The hospital will offer diagnostic tests, including laboratory tests and blood bank services.

Surgical Services: The private partner will provide both elective and emergency surgeries, including general surgery, orthopaedics, and other specialty services.

- **List of Facilities/Departments:**

To ensure comprehensive service delivery, the following facilities and departments will be developed within the hospital:

Clinical	Diagnostic
Dental	Pathological Profiling
Medicines	Echo
Gynaecology	Ultrasound
Paediatrics	Outdoor Patient
Emergency	Surgery
Medical Emergency	Supporting Departments
Blood Bank	IT Department
	HR and Legal Department
	Admin/Establishment Department

The private partner will be responsible for managing and operating these departments, ensuring they meet all clinical standards and guidelines.

### 5.3. OPERATIONAL REQUIREMENTS:

The following operational requirements will be expected of the private partner to ensure effective and efficient hospital management:

- **Staffing Levels:**

The private partner will be required to maintain appropriate staffing levels across various departments to ensure that healthcare services are provided promptly and professionally. Below is a table outlining the minimum staffing requirements:

**List of Staffing Requirements:**

<b><i>Mashkai THQ</i></b>		
<b>S. No.</b>	<b>Designation</b>	<b>Number of Staff</b>
1	MS/MD	1
2	Surgeon	2
3	Gynecologist	2
4	Child Specialist	2
5	General Physician	2
6	Senior Dental surgeon	1
7	Dental Surgeon	1
8	Anaesthetist	2
9	Radiologist	2
10	LMO (Locum Medical Officer)	4
11	WMO	2
12	MO (Medical Officer)	3
13	Laboratory Technician	4
14	Blood bank technician	2
15	Medical Assistant / Health Technician	3
16	OT Technician (including sterilization technician)	5
17	Anesthesia Technician	3
18	Dental Technician	1
19	LHV (Maternal Care Assistant)	6
20	Dispenser	2
21	Pharmacist	2
22	Pharmacy Technician	2
23	Nurse (female / male)	8
24	Midwife	3
25	Dai / Aya	5
26	Dresser	2
27	Admin, HR Officers & SCM Professionals	2
28	IT Professionals / Computer Operator	2
29	Accountant/Finance Officer	2
30	Receptionist	4
31	Logistic Officer (Sanitary + Waste Management)	1
32	Sanitary Worker (M/F)	6
33	Ward Boys	10
34	Security Guard	4
35	Peon	2
36	Store Keeper	1
37	Driver	3
38	Electrician	1
39	Generator Operator	1
40	Mali	1
41	Khakrob	3
42	Radiology Technician	3

43	Dhobhi	2
44	EPI Technician	1
Sub Total		121

- Note: Private partner will not be allowed to remove or discontinue existing assigned staff, however can submit request for disciplinary action based on performance to the GOB.
- The Project Steering Committee shall decide staff requirements based on real-time needs and conditions from time to time. The committee may notify to adjust or modify list of required staff positions from time to time.
- The private partner will be responsible for recruiting qualified staff in accordance with the required qualifications, ensuring the hospital meets staffing and operational requirements.
- The private partner will be allowed to access available staff.

- **Healthcare Equipment:**

The private partner will be required to operate and maintain all necessary medical equipment and technologies to ensure effective diagnosis, treatment, and care. The procurement of medical equipment will be done through a separate bidding process.

- **Technology and IT Systems:**

The hospital must be equipped with integrated healthcare management software for patient records, billing, appointment scheduling, and diagnostic results. The private partner will be required to implement and maintain this system.

- **Service Hours and Operational Standards:**

The facility will operate 24/7, with specific staffing requirements for each shift to ensure continuous service delivery. The private partner will be responsible for ensuring that services meet operational standards, including wait times, treatment quality, and patient satisfaction.

#### **5.4. FACILITIES AND MACHINERY REQUIREMENTS:**

The machinery and equipment requirements have been assessed and are outlined in this section. This assessment includes the necessary specifications for each department. The specifications for the equipment will be shared in the bidding documents for separate procurement to ensure the highest standards of care and service delivery.



## Component II: Equipment & Furniture/Fixtures

### *Mashkai THQ*

#### **Surgery Suite for the Operating Room (OR)**

Surgical Lights	4
Operating Tables & Drip Stand	1
Air Conditioner for Operation Theatre	1
Anesthesia Machines & Mayo Trolley	1
Surgical Instruments (Scalpels, Forceps, Scissors, Hammer, Torch, etc)	1
Obstetrics Instrument set	1
Sterilizer	1
Autoclave (Steam Sterilizer)	1
Glucometer	1
Separate storage area for sterile and unsterile equipment/instruments	1
Oxygen Cylinder (large size with regulator)	3
Electrosurgical Units	1
C-arm Fluoroscopy Machine	1
Sterilization Equipment	1

#### **Dental Equipment**

Dental Chair & Unit with Integrated Control Panel	1
Dental hand instruments (set)	1
Aseptic Trolley	1
Operating Light	1
Dental Headpieces	1
Autoclave	1
Ultrasonic cleaner	1
Intraoral X-ray machine & view box	1
Dental probes and mirrors	2
Digital intraoral cameras	1

#### **Gynecology Equipment**

Gynecological Examination Table	1
Macintosh/plastic apron	100
Delivery Light	1
Normal delivery set	1
Standard surgical set	1
Bulb Sucker	4
Fetal heart detector	1
Examination light	1
Suction and Evacuation set (SNE)	1

IUD insertion kit	2
Adult stethoscope	2
Bedpans	2
Blood pressure apparatus	2
Adult ambu bag and mask	4
Oxygen source (portable cylinder or central wall supply), with Mask or nasal cannula	2
Suture needles	1
Vacuum extractor with different cup sizes, tubing, suction bottle. (ONLY FOR RHCs)	1
Partograph forms	1
Adult weighing scale	1
Manual Vacuum Aspirator (MVA)	1
Alcohol swab	10
Designated space for new-born care	1
Blanket for wrapping the newborn	20
Episiotomy Scissors	4
Straight Scissors	4
Needle Holder	4
Artery forceps	4
Cord Clamp	4
Needle & Sutures	4
Disposable/ Auto-disable Syringes	4
Vaccine Syringes	1
Surgical Spirit	4
Oral Rehydration Salt – ORS	10
Disposable syringe cutter	4
D & C instruments set	2
Examination couch	1
Clean / Safe delivery kit	30
Speculums	3
Colposcope	1
Ultrasound Machine	1
Gynecological Surgical Instruments	1
Pap Smear Kits	100
Centrifuge	1

#### **Pediatric Equipment**

Infant Scales and Stadiometers	1
Pediatric Stethoscope	2
Pulse Oximeters	10

Nebulizers	3
Baby weighing scale	2
Step stool	3
Pediatric Ventilators	2
Warmers and Incubators	1
Pediatric Resuscitation Kits	1

### **Blood Bank**

Dropper and Bottle	100
Pipettes	5
Needles	500
Test Tube	500
Tube Rack	20
Funnel	10
Wash Bottle	50
Centrifuge	1
Balance	1
Blood Donation Chair	1
Blood Shaker	1
Blood Collection Mixer or Scale	1
PPE (Personal Protective Equipment) Kit	50
Blood Bags	100
Packing and Label	500
Tube Stripper	1
Tube Sealer	1
Plasma Extractor / Separator / Extractor	1
Plasma Thawing Bath	1
Dry Plasma Thawer	1
Blood Bag Tube Sealer	1
Blood Bank Refrigerator and Blood Storage	1
Chart Recorder	1
Ultralow Freezer for Plasma Component	1
Contact shock freezers	1
Platelet Agitator and Incubator	1
Temperature Controlled Boxes (For Transportation of Blood)	2
Water Bath for Incubation	1
Microscope	1
Microscope Slide and Cover Slip	100
Waste Segregation & Disposal Equipment	1
Blood Bank Analyzer	1

Blood Bank Reagents	50
Blood Bank Saline	50
Agglutination Viewer	1

#### **Furniture & Fixtures**

Hospital beds	22
Attendant's bench	50
Chairs	60
Tables	20
Cupboards	10
Workbenches	1
Examination couch	2
Patient stool	10
Weighing machine (Adult)	1
Weighing machine (Infant)	1
Height measuring board	1
Height measuring device	2
Marble/stone tabletop	1
Wash basins	10
Screen folding (Complete)	20
Baby cot	4
Washing machines	2
Dryers	1
Ovens	1
Refrigerators	1
laundry carts	4
folding tables	5
Wheel Chairs	10
Stretcher	8

#### **Machinery and Vehicles**

Automatic Generators / UPS	3
Provision of Ambulances	1
Electric water cooler	1
Incinerator	1
Computer / Printer	1

A detailed list of the model hospital facilities and the specific machinery requirements, as assessed by the Government of Balochistan, have been noted above for reference. The private partner will be expected to meet or exceed these requirements in order to ensure the highest standards of care and service delivery.

- **Consumables for O&M**

<b>Anticipated list of Medical Consumables and General Supplies</b>
<u>Medical and other Consumables</u>
Medicines including vaccines
X-Ray Films
Ultrasound Gel
Contrast media
Radiographic markers
PPEs
Syringes and Needles
IV catheters and sets
Blood collection Tubes
Specimen Containers
Thermometers
Gauze pads and rolls
Adhesive bandages
Surgical dressings
Burn dressings
Elastic bandages
Gloves
Masks
Gowns
Shoe covers
Bedsheets and pillows covers
Beds
Antiseptics Solution
Sterile water
Incineration
Wound cleaning
Hydrocolloid dressings
Oxygen masks and tubing
Endotracheal tubes
Tracheostomy kits
Blood glucose test strips
Pregnancy test kits
Rapid diagnostics kits
Stethoscopes and BP cuffs
Foetal stethoscope
Steam inhaler
Scalps and blades

Scissors
Forceps and clamps
Autoclave tapes and indicators
Sterilisation pouches and wraps
Disinfectants and sterilants
Ultrasonic cleaner solutions
Surgical sponges
Towels and Tapes
<a href="#">Administrative and General Supplies</a>
Office Stationery and Tools
Cleaning and Sanitation tools
Patient care supplies
Electricity Backup Power

List of the model hospital consumables requirement, as assessed by the Government of Balochistan, have been noted above for reference. The private partner will be expected to meet or exceed these requirements in order to ensure the highest standards of care and service delivery.

## **6. OTHER ROLES OF CONCESSIONAIRE**

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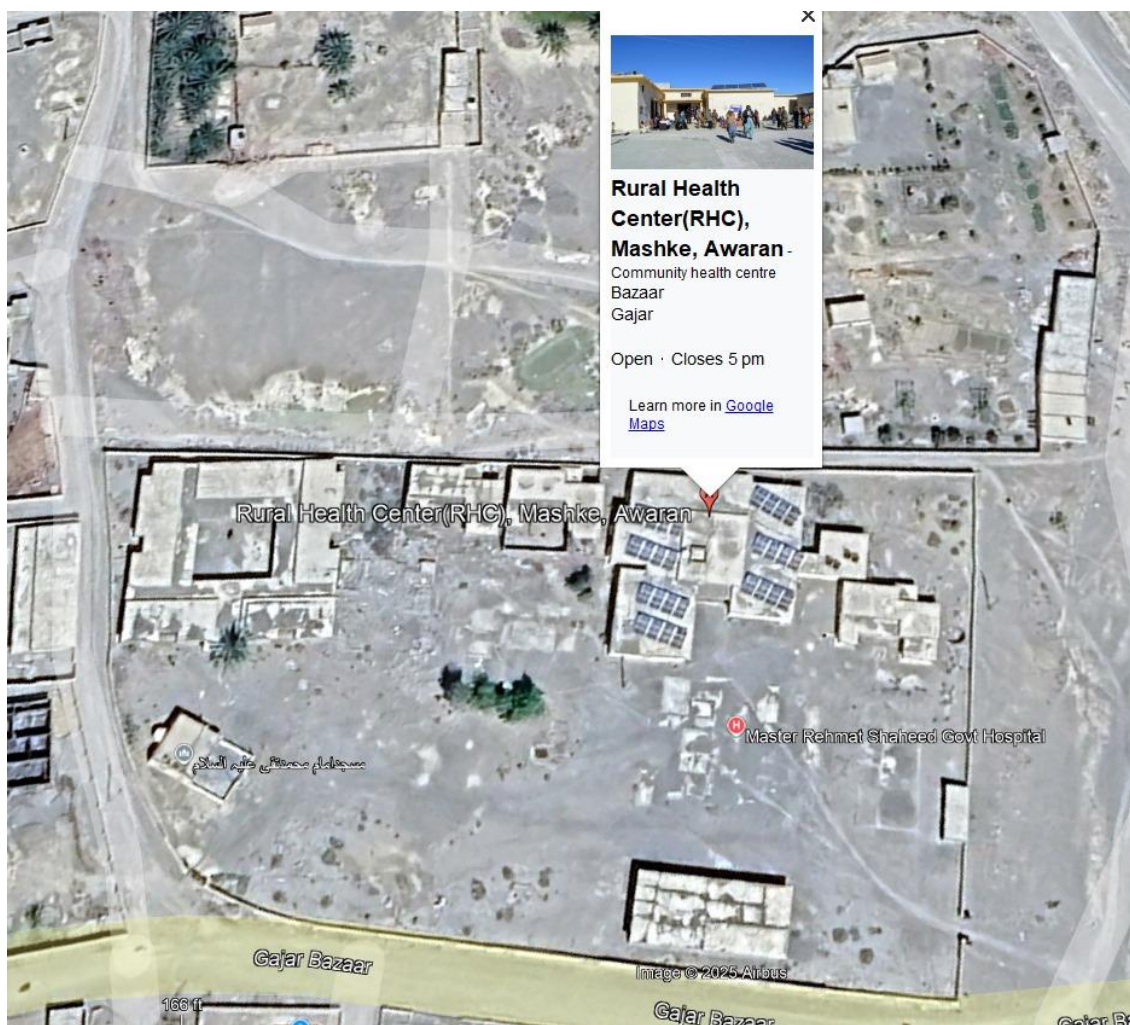
- Project administration
- Maintenance and upkeep of facility, fixtures, equipment etc.
- Transfer to Government of Balochistan on completion of Concession

## **7. HAND-OVER OF THE PROJECT**

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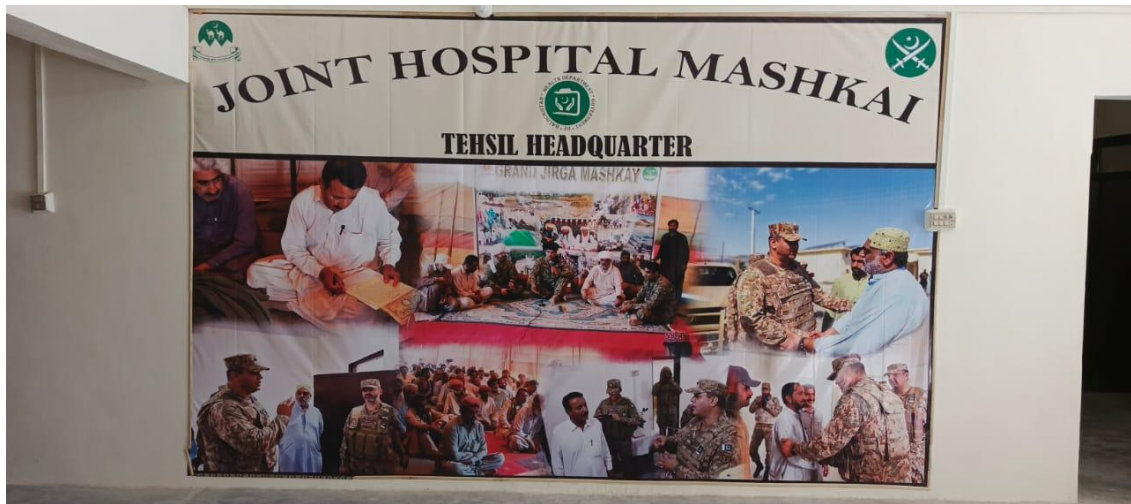
The Concessionaire is responsible for handing over the Project to the Agency in a good working condition at the end of the Concession Period as specified in the Concession Agreement without any further compensation to the Concessionaire at the time of such transfer. The Project and related assets are subject to an inspection and correction process to ensure that they are handed over in accordance with established terms and conditions.

## ANNEXURE L – PROJECT LOCATION



GOOGLE COORDINATES 27°06'37"N 65°33'30"E









## ANNEXURE M – KEY PERFORMANCE INDICATORS

**Annuity Amount Payment Damages Events** means the following events (as certified in writing by the Independent Expert) which shall result in deduction / damages of the annuity amount payable to the concessionaire:

- (a) Non-compliance of any one or more of the key performance indicators as mentioned in the table below; and/or
- (b) the Project (or any part thereof) is closed to Users;

Sr. No.	Indicator	KPI Score Assigned	* KPI Score Achieved	Means of Verification	Frequency	* Comments / Justification
1	Maintain daily attendance of staff – Including Doctors/Specialists, Male & Female Nurses/LHVs/Paramedics- not less than 80 % at all times	10%		Staff attendance data and report from biometric system and hospital management system	Monthly	
2	Maintain log of functional and operational availability of facilities and equipment – Instances of non-functional Facilities and equipment should not exceed 3 instances per month.	8%		Reports and data from Hospital management system, relevant department and machinery logs, physical MR Records and files	Quarterly	
3	Availability of critical medical equipment (eg ventilators). – Instances of non- functional equipment should not exceed 3 instances per month.	8 %		Reports and data from Hospital management system, relevant department and machinery logs, physical MR Records and files	Monthly	
4	Not more than 2 days per month of downtime of critical Equipment which includes - Anesthesia Machine , Respiratory Ventilator , ICU Bed Medical Stretcher, Patient Monitor , Syringe Pump, Infusion Pump Ultrasound Machine, Machine, Vital Signs Monitor , Sequential Compression Device, Enteral Feeding Pump, defibrillators-	8 %		Maintenance records, machine logs, Hospital management system data and reports,	Monthly	
5	Project completion as per agreed milestones and timelines	10%		Completion reports, physical visit reports and completion certificates	Quarterly	
6	Zero major accidents during development / rehabilitation( Yes - 100% / No – 0%)	2%				
7	Adherence to hospital hygiene standards( Yes - 100% / No – 0%)	6%		Cleanliness records, Monthly Inspection reports	Monthly	

8	At least 70% staff retention on an annual basis	4%		Staff attendance data and report from biometric system and hospital management system	Quarterly	
9	Keep a record of Gender-wise patient visits/follow-ups in OPD, Emergency, and Labs/Radiology( Yes - 100% / No – 0%)	4%		Reports and data from Hospital management system, relevant department and machinery logs, physical MR Records and files	Quarterly	
10	Availability of Pharmaceutical Medicines for patients ( Yes - 100% / No – 0%)	10%		Medical stock register, reports and data from hospital management system, physical verification and inspection	Quarterly	
11	Keep the Blood Bank Screening Facilities and Bio-Med waste disposal facilities operationalized ( Yes - 100% / No – 0%)	6%		Reports and data from Hospital management system, department and machinery logs, physical MR Records and files	Quarterly	
12	At least two training sessions per year for doctors, nurses, and paramedics. ( Yes - 100% / No – 0%)	6%		Training reports, Personnel files,	Bi - Annually	
13	Note more than 10 Unresolved complaints per month	4%		MR Files, Complaint records and meeting minutes	Quarterly	
14	HMIS operationalized/Reporting & Accuracy - ( Yes - 100% / No – 0%)	5%	y	Cross reference of Hospital management system data and reports against physical files, records	Quarterly	
15	Adherence to employment contracts and labor laws ( Yes - 100% / No – 0%)	2%		Personnel file, hospital Management systems	Monthly	
16	Availability of remote consultations ( Yes - 100% / No – 0%)	2%		System reports, System logs, Department files and hospital patient records	Monthly	
17	Cases of gross negligence not exceeding 5 % of Patients per month	5%		Reports and data from Hospital management system, relevant department and machinery logs, physical MR Records and files	Quarterly	
	<b>Total</b>	<b>100%</b>				

*\* To be filled by the Independent Auditor based on the evaluation of records / performance on quarterly basis*

*\* The KPIs stated above are non-exhaustive. Additional KPIs may be added in the O&M scope.*

### **EFFECT OF NONCOMPLIANCE OF KPIs**

- In the event that the total weighted average score on Key Performance Indicators (KPIs) mentioned above is less than 80% but more 70%, notices will be issued to address and mitigate the discrepancies.
- In the event that the total weighted average score on Key Performance Indicators (KPIs) mentioned above is less than the threshold of 70%; a penalty of 5% of the monthly annuity amount shall be imposed for every 1% of the shortfall from the threshold.

## **MONITORING & EVALUATION**

An Independent Auditor/ Expert shall be appointed by the Authority to monitor and evaluate the KPIs.

## **ANNEXURE N – GUIDELINES FOR THE FINANCIAL MODEL / BID**

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### **Bid Evaluation Criteria**

#### **EVALUATION CRITERIA**

Bids of only those Bidders shall be considered who meet the basic eligibility criteria set forth in Annexure A (*Basic Eligibility Criteria*)

The Implementing Agency shall attribute a technical score to responsive Technical Proposals.

Technical Proposals scoring less than **70 POINTS** shall be rejected.

The technical evaluation score shall be determined as per Annexure B – Technical Evaluation Criteria:

For technical qualification, a Bidder must score at least *Seventy (70)* or more marks. The detailed technical evaluation criteria for Technical Proposal is set out in Annexure B (*Technical Evaluation Criteria*)

#### **SUCCESSFUL BIDDER**

**The Bidder quoting the lowest value against the Financial Evaluation Criteria set out as Financial Bid Price under Annexure I-12 (FINANCIAL BID PRICE FORM) shall be declared as the Successful Bidder (under least cost selection method).**

#### **Guidelines for Estimating and Preparing the Financial Model/Bid**

Following are the guidelines for estimating and preparing the financial model/bid for the Bidder(s):

1. The Bidder(s) is **not** required to estimate the cost of development, rehabilitation, refurbishment and improvement, required during the construction/development Period as per this RFP for bidding purposes at this stage. Further, cost of procurement of plant and equipment is also not required to be filled in at this stage. Post award of the contract to successful bidder, the concessionaire is required to visit the site and estimate the costing for rehabilitation of the facility and procurement of equipment along with the specifications. Approved budget cap for this activity is indicated in the RFP. The cost estimations along with specifications will be submitted to the IE and IA for due vetting and review (*all the associated cost(s) for this activity shall be borne by the concessionaire and cost to be included in the O&M costing*). After the review, the same

will be presented before the PSC for consideration and final approval. The procurement process will be executed through BPPRA Rules (BPPRA system) and work awarded to selected 3<sup>rd</sup> party vendor(s). The cost shall be paid by the GoB in twelve equal monthly tranches in advance at the start of each month of the development period against the submission of Advance Payment Security and physical progress report. For clarity, disbursement of second to twelfth tranches shall be subject to the approval of the Independent Auditor.

2. The Bidder(s) shall estimate the costs of operation and maintenance (O&M') to achieve the KPIs, during the O&M Period, as per this RFP. [Explanation: The cost of salaries of the existing government staff of the hospital shall be paid by the Government to the Private Partner for onward payment to the relevant staff members. Thus, the Bidder is required to quote the salaries of additional staff that it intends to hire during the O&M Period.
3. The Bidder(s) shall quote the monthly management fee that it intends to receive from the Authority, and such management fee shall form part of the cost of O&M.

While estimating the costs for operation and maintenance, the Bidder shall take into account the inflation at the rate of 10% and all applicable taxes.

The O&M Cost of the first month of the O&M Period will be released by the Authority to the Private Partner in advance, however for the subsequent months following procedure will be followed:

- i. 30% of the O&M Cost will be paid in advance at the start of the relevant month; and
  - ii. The remaining 70% of the O&M Cost will be paid upon receipt of the certificate from the Independent Auditor/ Expert.
4. Completion of the Financial Bid Forms I - 11.1 to Form I -12

## **ANNEXURE O – ELIGIBILITY CRITERIA FOR IMPORTS / PROCUREMENT OF MACHINERY / MEDICAL EQUIPMENT (SEPARATE BIDDING VIA BPPPA)**

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**The following eligibility criteria is being shared for record purposes only and pertains to procurement of machinery / medical equipment which will be done via separate bidding.**

To ensure that quality & compliant machinery and medical equipment are procured under the **Public-Private Partnership (PPP) Model** of O&M (Operate and Maintain), the following eligibility criteria shall be applied:

### **1. Compliance with International & National Standards**

- Equipment must comply with WHO, ISO (International Organization for Standardization), and DRAP (Drug Regulatory Authority Pakistan) / CE (Conformité Européenne, Europe) / PSQCA (Pakistan Standards and Quality Control Authority) standards where applicable.
- Certification from Pakistan's Drug Regulatory Authority (DRAP) for all medical devices and pharmaceuticals.
- Compliance with Pakistan Medical Device Rules 2017 for import and procurement of medical instruments.

### **2. Manufacturer & Supplier Qualifications**

- Manufacturer must have 3 - 5 years of experience in procuring and supplying the specified medical equipment.
- Supplier must be registered with Pakistan Engineering Council (PEC) or other relevant regulatory bodies.
- In case of Imported equipment, the manufacturer should have international agreements for similar equipment supply.
- A valid certificate of origin from the country of manufacture must be provided.
- Supplier must provide after-sales service support, including maintenance and repair warranty.
- Equal opportunities shall be provided to local manufacturers and producers meeting the required standards, ensuring fair competition with international suppliers.

### **3. Equipment Specifications & Performance Requirements**

- Equipment should be brand new and unused (no refurbished or second-hand equipment allowed).

- Detailed technical datasheets and operational manuals must be provided by the supplier.
- Equipment must have a minimum operational life of 5 years, with easy availability of spare parts for the next 10 years.
- Energy-efficient and solar-compatible equipment will be preferred where applicable.
- Medical imaging devices must have low-radiation emission and comply with radiation safety guidelines.

#### **4. Testing, Inspection & Verification**

- All imported medical equipment must undergo pre-shipment inspection by a third-party agency (e.g., SGS, Bureau Veritas, Inspectorate Pakistan or equivalent).
- Upon delivery, equipment must be tested and verified by the hospital's technical team and independent quality assurance experts before acceptance.
- Biomedical calibration and validation must be conducted by certified professionals before commissioning.

#### **5. Import Licensing & Customs Clearance**

- In case of Imports the supplier must possess a valid import license for medical equipment.
- All shipments must comply with Pakistan Customs regulations, and the necessary duty exemptions or concessions (if applicable) must be documented.
- Supplier must ensure timely customs clearance and transportation to designated healthcare facilities without delays.
- Locally manufactured medical equipment must meet national quality and safety regulations, ensuring competitive participation in procurement processes.

#### **6. Training & Technical Support**

- Supplier must provide on-site training for doctors, nurses, and biomedical engineers for operating the equipment.
- Minimum six (6) months of technical support post-installation is mandatory.
- Emergency repair service should be available within 24-48 hours of complaint reporting.



## 7. Financial & Contractual Obligations

- Supplier must provide warranty for at least 3 years, with an option to extend based on performance.
- Payment terms shall be performance-based, with a percentage retained until full operational validation.
- Procurement shall be conducted through competitive bidding to ensure transparency and cost-effectiveness.
- Local manufacturers and producers meeting compliance requirements shall be given equal opportunity to participate in the bidding process.

## 1. DETAILED ELIGIBILITY CRITERIA FOR MEDICAL EQUIPMENT PROCUREMENT (AS FINALIZED IN THE PPP AGREEMENT)

S No.	Eligibility Factors	Requirement	Document Required
1	Experience	Medical Equipment supplies to large hospitals in Pakistan of an amount of at least PKR 300,000,000 in aggregate in the last 3 Years	Copy's of Supply Order's with relevant completion certificate's or Inspection Report's or delivery challan (items must cross-verify with supply order)
2	Financial Capacity	Turn over of at least PKR 100,000,000 in each of the last 3 Years	Supporting Bank Certificate of Company's Bank Account
3	Status As Active Tax Payer	Presence in Active Tax Payer List	NTN Certificate and proof of Presence in ATL
4	Sales Tax Registration	Sales Tax Certificate	GST Registration Certificate or NTN Certificate with highlighted GST Number
5	Non Blacklisted Certificate	The bidding firm must not be currently blacklisted by any procuring agency of Pakistan	Duly signed & stamped declaration of non blacklisting on company's Letter head by the bidder verifiable from all PPPRAs web portals
6	Joint Venture	JV is not permissible	Undertaking on company letterhead for applying as sole-bidder.
7	Bid Security	Submission of the required Bid Security. In case Bid Security is not found as required during financial evaluation the bidding firm shall be declared as in-	In case the Bid Security is a fixed amount or is required as percentage of the estimated budget, (non-confidential), please attach clear scan of the Bid Security In case the Bid Security is required as

		eligible and non-responsive	percentage of the offered cost (confidential), please attach declaration of submission of the Bid Security on bidders Letter head
8	Bidding document Fee	Submission of the required Bidding document Fee	Receipt of payment of Bidding document Fee
9	BRA Registration	Balochistan Revenue Authority Registration	Balochistan Revenue Authority Registration Certificate. If not already registered with BRA, then Registration Certificate must be provided within 20 Days (Twenty) Days of being responsive
10	Local office	The Bidder have the functional office in Quetta, or will establish office after award of contract to ensure local presence for repair and maintenance in a timely manner	Undertaking of firm on Company Letterhead that successful bidders will establish office in Quetta.
11	Undertaking	An affidavit of PKR: 100/- from Bidder having following undertaking: a) Bid Validity Compliance (90 Days) b) Delivery Period Compliance (90 Days) c) Non-Black Listing d) Price Reasonability e) Compliance of warranty period. f) Agreement with all terms & conditions g) Agreement of operations of plant during the warranty period.	Notarized Stamp Paper
12	Delivery Compliance	The bidder must be submit delivery compliance certificate / undertaking to supply the goods to the concerned health facility throughout Balochistan.	Undertaking on bidders Letter Head
13	After Sales and Service Certificate/ warranty	Firm must ensure after sales and services during warranty period of 03 (Three) Years	Undertaking of the firm on Company Letterhead

14	Catalogue / Brochure & Technical Datasheet	Catalogue / brochure & technical data sheet having complete technical specifications of all quoted products	Colored copy of catalogue / brochure / technical data sheets along with technical proposal. Without Catalogue / brochure & technical data sheet; bid shall be declared as In-Eligible and Non-responsive
15	Manufacturer Authorization	The bidder will have to give valid proof of being manufacturer / Authorized distributor of Manufacturer	Certificate of Authorization/ Authorization letter signed and stamped on the manufacturer's letterhead must be attached
16	PEC Registration	The bidding firm should be registered with Pakistan Engineering Council (PEC) in ME06 category	Valid PEC registration certificates for mentioned categories or above.

**NOTE: It is mandatory for the bidders to meet all the above-mentioned requirements of eligibility. In case of not meeting any single requirement, the Bid shall be declared IN-ELIGIBLE / NON-RESPONSIVE**

## **2. EVALUATION CRITERIA (MEDICAL EQUIPMENT) (AS FINALIZED IN THE PPP AGREEMENT)**

**Important Note: The Medical Equipment will be procured via a separate Tender.**

The evaluation criteria is based on **the highest scoring of the aggregate of Quality-Cost score** where, the weightage of Quality & Cost scores shall be **70% (Q)** and **30% (C)** respectively. The evaluation procedure shall be as follows;

**Initially, the eligibility of Bids will be assessed, then the technical score of the eligible bids shall be calculated in the following manner: Technical Score of Under consideration Bid = (Technical marks of Under consideration Bid x 50% (Q))** Bids scoring **70% (R)** in technical evaluation shall be declared responsive.

**Subsequently, financial score of the responsive bids shall be calculated in the following manner:**

**Financial Score of Under consideration Bid = (Price of Under consideration Bid / Price of lowest financial bid) x 50% (C)**

In case, two or more lowest evaluated bids are tie or equal, work would be awarded to the bidder quoting better specification or additional accessories / service. In case, the specification / service of the item/s is also identical, preference would be given to the bidder quoting shorter delivery / completion time. In case, the delivery time is also equal, preference would be given to the bidder having greater experience. In case, the experience of the bidders is also equal, preference would be given to the bidder having greater financial turn-over. In case, the financial

turn-over is also same, the procuring agency shall award the contract on the basis of toss to the winning bidder.

The procedure shall be applied on knock-down basis as follows: -

### **1. Bidders Eligibility Assessment.**

Initial evaluation of the Technical proposals shall be carried-out by the **Procurement Committee**, as per the requirements of the eligibility criteria laid down under the heading of "Letter of Invitation for Bids - Eligibility Criteria for Bidders"

### **2. Return of Financial Proposals from Ineligible Bidders.**

Proposals from Ineligible Bidders shall be declared "Non-Responsive", consequently shall NOT be accepted for any further evaluation:

1. Their Financial Proposals shall be returned without being opened.
2. Their Bid security shall be released upon their written request.

It shall be mandatory for a bidder to meet all Eligibility Factors to be considered Eligible.

### **3. Evaluation.**

The Bids received from Eligible Bidders for conformance with the required technical qualification (which includes specification, schedule of requirements and all other administrative and legal requirements as stated in the Data-Sheet) on basis, in the following manner.

## Evaluation Criteria (as finalized in the PPP Agreement)

Sr. #	Description	Total Marks
1	Total Marks	100

Total Marks - Incremental - Document		
Sr. #	Factors	Total Marks
1.1	Technical Portion of Firm	19
1.2	Experience Record and Past Performance	30
1.3	Financial Capabilities	12

1.4	Technical Proposal Evaluation	39
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Technical Portion of Firm - Incremental - Document			
Sr. #	Factor	Required Document	Total Marks
1.1.1	License / Registration / Membership	The firm registration with Pakistan engineering council in ME06 & ME07 category C2 and O6 or above	5
1.1.2	ISO	Valid ISO 9001 Quality Management Certificate of the firm / bidder from PNAC accredited body.	5
1.1.3	Specialization	Diploma of 3 Associate Engineers (DAE) in electrical / Mechanical / industrial. DAE certificate must be submitted. (One mark for each certificate)	3
1.1.4	Specialization	3 Graduate Engineer with PEC Registration in electrical / Mechanical / industrial. PEC registration card of the engineer must be submitted. (2 marks for each).	6

Experience Record and Past Performance - Incremental - Document						
Sr. #	Factor	Required Document	Per Project Marks	Projects Accepted by PA	Marks Obtained	Total Marks
1.2.1	02 marks for each satisfactory installation report / performance certificate (verifiable) of the firm / bidder on letter head signed and stamped from the public sector/ private sector for the quoted brand, supported by Supply order/Purchase order/ Contract agreement/ work order, upto maximum 15 Certificates should be submitted.	Workorder & Completion Certificate / Installation Report	02			30

Financial Capabilities - Incremental - Document			
Sr. #	Factor	Required Document	Total Marks

1.3.1	Last three years Audited Balance Sheet of the firm Duly attested by Chartered Accountant	Audit Report	4
1.3.2	Last three-year sale tax return	Sales Tax Returns	4
1.3.3	Last three-year income tax return	Income Tax Returns	4

#### Technical Proposal Evaluation - Incremental - Document

Sr. #	Factor	Required Document	Total Marks
1.4.1	Fully compliance with the required specifications as per Statement of Requirement. Minor deviations may be accommodated up to 4, subject to the condition that main function and performance in any aspect would not be affected. More than 4 minor deviations will be considered as major deviation and the bidder will be considered as non-responsive for the quoted item. (One mark for each deviation will be deducted).	Brief details of method of assuring of quality of goods on letter head of firm with attached technical proposal.	24
1.4.2	CE certificate of the quoted item	Valid CE Certificate	5
1.4.3	ISO 9001 Quality Management Certificate of the manufacturer.	Valid ISO 9001 Quality Management Certificate	3
1.4.4	ISO 14001 Environmental Certificate of the bidder.	Valid ISO 14001 Environmental Certificate	2
1.4.5	ISO 13485 of the bidder.	Valid ISO 13485	5