



GOVERNMENT OF SINDH HEALTH DEPARTMENT



INVITATION FOR BIDS

DESIGN, UPGRADE, OPERATE, MAINTAIN, AND TRANSFER OF

JINNAH POSTGRADUATE MEDICAL CENTER SAFETY & SECURITY PROJECT UNDER PUBLIC-PRIVATE PARTNERSHIP MODE

Procuring Agency: Health Department, Government of Sindh
RFP Ref. No.: HD-PPPN/PROC-JPMC/2024-25

PROJECT BRIEF

Jinnah Postgraduate Medical Center (JPMC) Karachi, a leading public healthcare institution in Sindh province under the administrative control of the Health Department GoS ('**Agency**'), provides comprehensive medical services to approximately 1.2 million patients annually. Located on a 148-acre campus, JPMC's existing capacity with 2,200+ beds in 36 departments offers a broad range of services, from diagnostic testing and specialized treatments to rehabilitation programs, addressing the diverse healthcare needs of the community.

Given the urgent need for enhanced safety and security at JPMC, the Agency intends to upgrade the existing security infrastructure by engaging a private partner to design, upgrade, operate, maintain, and transfer a state-of-the-art advanced security system ('**Project**'), ultimately protecting the hospital, its staff, property, patients, the public, and controlling traffic within JPMC premises.

PROJECT SCOPE

The Project scope of work shall include, inter alia, the following:

- establishment of infrastructure and security desks to provide security services and patient guide/ counseling;
- installation of an AI-enabled CCTV system with facial recognition, body-worn cameras, an access control system, and walk-through gates and metal detectors;
- installation of a comprehensive fire alarm system, including fire extinguishers and fire suppression devices;
- implementation of a guard patrol system to ensure vigilant monitoring of all sensitive locations;
- operation and maintenance of the Project; and
- transfer of the Project to the Agency and/or JPMC upon contract expiration.

CONCESSION PERIOD

The Project is structured with a six (6) month conditions precedent period, a six (6) month installation period, and a five (5) year operation period. For more details regarding the Project scope and timeline, please refer to the request for proposals document ('**RFP**'), which will be issued by the Agency on 12th May 2025.

ELIGIBLE BIDDERS

The Agency hereby invites interested parties, either as a single entity or a consortium formed by two (2) or more persons, to participate in the tender procedure and submit their bids for the Project in accordance with the requirements of the applicable evaluation documents, including the Sindh Public Procurement Act, 2009, and the Sindh Public Private Partnership Act, 2010, and rules, regulations, instructions framed thereunder.

PRE-BID MEETING SCHEDULE*

Pre-bid Meeting: Monday, 26th May 2025

*For further details, refer to the RFP Section 2 (*Data Sheet*) of Volume 1 (*Request for Proposal*)

BIDDING PROCEDURE

The Project's procurement shall be conducted through a national open competitive bidding process using single-stage two-envelope procedure, as per the applicable evaluation documents and is open to all eligible interested parties.

Interested parties are required to submit only one (1) bid, comprising of one (1) Technical Proposal and one (1) Financial Proposal and other supporting documents (as applicable), as identified in the RFP, using Electronic Government Procurement, i.e., PPRA Sindh e-Pak Acquisition & Disposal System ('**SPPRA EPADS**') no later than 12:00 hours PST on 12th June 2025 ('**Bid Submission Deadline**'). Physical Bids will not be accepted.

The Technical Proposals will be opened on the Bid Submission Deadline at 13:00 hours PST in the presence of the bidders' representatives, who may wish to attend, at the Committee Room of the Planning & Development Board, 2nd Floor, Tughlaq House, Sindh Secretariat, Shahrah-e-Kamal Atta-Turk Road, Karachi. After completion of evaluation of Technical Proposals, bidders who have submitted responsive Technical Proposals in terms of the applicable evaluation documents shall be invited to attend the opening of the Financial Proposals.

All Bids, as part of the Technical Proposal, shall be accompanied by a scanned copy of the bid security not less than PKR 21,000,000/- (Pakistani Rupees Twenty-One Million only). The original copy of the bid security shall be submitted via mail or physically by hand by the Bid Submission Deadline at the address given below. The bid security shall be an irrevocable, unconditional and on-demand bank guarantee in the form attached with the RFP issued in accordance with the requirements set out in the instructions to bidders. It is mandatory for bids to be prepared using the standard formats for Technical Proposals and Financial Proposals, as provided in the RFP. Bids that are not prepared on the prescribed formats may not be considered for evaluation.

Interested parties may acquire the RFP before the Bid Submission Deadline, either: (a) physically, by submitting a written application at the address provided below, specifying their full name, address and contact details; or (b) electronically, by downloading from the websites of SPPRA EPADS or PPP Unit or Agency, and intimating the Agency in writing through a letter or via email, its full name, address and contact details.

The Agency reserves all rights to: (a) suspend, cancel, discontinue, modify, extend or reinstate the Tender Procedure; (b) accept or reject any Bid or disqualify any or all Bidders; (c) modify all or any dates stated in the RFP; or (d) amend the RFP, Project's scope or make clarifications thereof, at any time without any obligation to inform any interested party or bidder of the grounds, justification, or reason for such action and without liability, in accordance with the Applicable Evaluation Documents.

**Senior Director, Public Private Partnership Node
Health Department, Government of Sindh**

Address: Public Private Partnership Node, Health Department, Sindh Nursing Directorate (Near Nanal Heights), Kala Pul, Karachi

Phone: +92 21 99223740 - 99222193 **Fax:** +92 21 99223741 **Email:** info.p3proc@gmail.com

Website: Agency - <https://health.sindh.gov.pk/> <https://tiny.cc/HD>; **SPPRA EPADS** - <https://portalsindh.eprocure.gov.pk/>; **PPP Unit** - <https://www.pppunitsindh.gov.pk/>

NUST and UoS advance strategic ties with China on skills development

In a significant boost to Pakistan-China academic and technological cooperation, two major Pakistani universities—National University of Sciences and Technology (NUST) and the University of Sargodha (UoS)—hosted high-profile Chinese delegations this week.

The engagements focused on advancing green innovation, clean energy, and vocational training, marking a deepening of bilateral ties under the broader Belt and Road Initiative (BRI).

At NUST, the 'NUST - SIF Green and Low Carbon Summit' was jointly organized by NUST, COMSISTECH, and the Sino-International Entrepreneurship Federation (SIEF). China. The event brought together a distinguished lineup of Chinese and Pakistani researchers, entrepreneurs, and policy experts committed to forging a sustainable and resilient future, Gwadar Pro reported on Tuesday.

In his welcome address, Dr. Rizwan Riaz, Pro-Rector Research, Innovation & Commercialization (RIC-NUST), presented NUST's robust research and innovation ecosystem. He emphasized the need to strengthen bilateral collaborations in green innovation, clean technology, and low-carbon economic growth, drawing on successful past linkages with Chinese academic and industrial partners.

The summit featured keynote addresses by leading Chinese scholars. Professor Dr. Huangzhang Du spoke on the role of green technologies as a "Catalyst for Economic Growth," while Academician Xiong Jian offered insights into "Net-Zero" Carbon Building Technologies and next-generation energy systems.

Dr. Chen Yang highlighted the potential of circular economy models in bridging research and industrial application, and Dr. Jin Jianhui focused on green transformation pathways for small and medium enterprises (SMEs).

A panel discussion featuring experts from both nations explored new avenues for collaboration in sustainable industrial practices and renewable energy.

The summit concluded with a visit to NUST's cutting-edge National Science and Technology Park (NSTP) and School of Interdisciplinary Engineering & Sciences (SINES), where the Chinese delegates interacted with local startups and innovators driving Pakistan's clean tech ecosystem.

Meanwhile, a three-member Chinese delegation led by Ms. Hong Yan Niu, Director of the Belt and Road Special Committee, visited the University of Sargodha to discuss future joint ventures in research, business development, and youth vocational training.

The delegation was received by Vice Chancellor Prof. Dr. Qasim Abbas and held fruitful discussions with key university officials including Prof. Dr. Jaz Asghar, Director of External Linkages, and Prof. Dr. Tahir Muntaz Awaz, Director of the Pakistan Institute of China Studies.

Discussions revolved around launching collaborative research and development (R&D) projects, vocational training programs tailored to empower youth, and the potential establishment of a technology center aimed at community service and innovation.

The visiting delegates expressed admiration for UoS's academic environment and commitment to industrial partnership, signaling strong interest in building long-term, impactful partnerships. AGENCIES

Photo exhibition commemorates 74 years of Pak-China diplomatic ties

The Embassy of Pakistan in China inaugurated a special photo exhibition on Tuesday titled 'Iron Brothers Through Time: Chronicles of Pakistan-China Friendship' to commemorate 74 years of diplomatic relations between the two countries and the 10th anniversary of President Xi Jinping's landmark visit to Pakistan in 2015.

Ambassador Khalid Heshmi, in his keynote address, described the exhibition as a "living testament to the cohesiveness of a friendship that has withstood the tests of time, transitions, and trials."

He highlighted powerful images capturing milestone moments from the Pakistan Air Force escorting President Xi's aircraft to Pakistan International Airlines becoming the first non-communist airline to land in China in 1964, CEN reported.

"This friendship is not the product of convenience," Ambassador Heshmi said, quoting national poet Allama Iqbal to emphasize that the Pakistan-China relationship is one of conscious will and mutual respect.

"Let this exhibition remind us not only of what we have achieved, but what we continue to stand for - peace, prosperity, stability, and trust."

The chief guest, Vice Minister of the International Department of the CPC Central Committee, Sun Haiyan lauded the exhibition, calling it a "perfect title to define China-Pakistan friendship." APP

Mohsin Naqvi briefs US envoy on post-attack situation

Federal Interior Minister Mohsin Naqvi held an important meeting with the acting Ambassador of the United States, Natalie Baker, to discuss the evolving regional situation following India's recent attack.

The meeting took place in Islamabad on Wednesday and was attended by US Political Counselor Zack Harkindler and Minister of State for Interior Tal Chaudhry.

During the meeting, Minister Naqvi gave a comprehensive briefing to the US delegation on the aftermath of the Indian aggression, expressing Pakistan's serious concerns over the incident and its implications for regional peace.

"India has put the peace and stability of South Asia at stake," said Mohsin Naqvi. He further emphasized that "India has torn apart regional harmony and by targeting civilians, it has blatantly violated international laws."



The interior minister stated that Pakistan acted responsibly and showed maximum restraint in the face of provocation. However, he stressed that Pakistan's commitment to peace should not be misunderstood as weakness.

"We gave a strong and appropriate response in defense of our homeland," Naqvi asserted. "Pakistan will never allow any compromise on its national

security."

He also revealed that Pakistan had already informed friendly nations about India's aggressive intentions well before the recent developments, urging the international community to take notice of the destabilizing actions.

The meeting reflects Pakistan's ongoing diplomatic efforts to inform its allies and maintain transparency over the situation while reaffirming its commitment to peace, law, and regional stability. APP

China to maintain close contact with Pakistan, envoy tells Dar

Ambassador of China to Pakistan Jiang Zaidong Wednesday called on Deputy Prime Minister and Foreign Minister Senator Muhammad Khuram Dar and discussed the current situation following India's aggression against Pakistan.



DPM/PM briefed the Chinese Ambassador on the serious situation following India's unprovoked violation of Pakistan's sovereignty and the tragic loss of innocent lives. He underscored Pakistan's firm resolve to protect its sovereignty and territorial integrity at all costs. The two sides exchanged views on regional security developments and agreed to maintain close coordination and communication across all relevant areas. APP

KP govt on toes in light of Indian aggression

Provincial government has issued comprehensive advisory and emergency preparedness

Khyber Pakhtunkhwa Government has issued a comprehensive advisory and emergency preparedness in the light of Indian aggression.

"In view of Indian aggression, all field formations, emergency services, line departments, and critical institutions to initiate pre-emptive readiness protocols under the Provincial Contingency Framework" said statement of KP Home Department here Wednesday.

The District Administration (DC) Offices were directed to activate District Emergency Coordination Committees (DECCs) including Police, Health, Local Government, Rescue 1122, Civil Defense, Education, and Media Focal Persons, identify and prepare designated shelters (schools, community halls, mosques) in each tehsil, stock emergency relief kits including tents, drinking water, and bedding.

Ensure safe custody of public records, fuel reserves and other essentials, cancel all leave of all departments and admin staff, NO-ONE to leave station till further orders.

Rescue 1122 / Emergency Services were directed to maintain full operational readiness of all ambulances, fire brigades, and water rescue units, deploy rapid disaster response units to potential high-risk zones and conduct mock drills in coordination with Civil Defense to rehearse protocols.

Khyber Pakhtunkhwa Government directed hospitals & DHQs to fully activate Emergency Response Plans at all hospitals, BHUs,

and trauma centers, set in place facilities to mass casualty reception, reinforce supply of antibiotics, surgical kits, burn care material, and blood units, maintain doctor & paramedic emergency rosters round the clock besides cancelled all leaves.

It was further directed to keep psychological support teams ready for stress trauma management.

KP Govt has suspended all non-essential gatherings, sports events, or school functions until further instruction, conduct civil defense awareness sessions in educational institutions, prepare premises for potential use as relief shelters or field hospitals in emergencies.

The civil defense were tasked to activate air raid sirens, warning systems, and civil volunteer networks, rehearse blackout protocols and protection of public from aerial threats, and distribute leaflets/posters on sheltering techniques and first aid along local bodies.

Police & Law Enforcement Agencies were issued direction to secure communication nodes, fuel stations, grid installations, bridges, and sensitive buildings, enhance patrolling near military and civil aviation areas, supply chain and food & fuel security.

DCs tasked to monitor availability of essential food items, issue warning to traders against hoarding or overpricing, coordinate with PSOs/Shell fuel stations to ensure fuel depots are secure and functioning.

Volunteer & community mobilization organizations tasked to revive local Village and Neighborhood Committees (VNCs), mobilization of Red Crescent and Scouts for emergency assistance.

Prepare local communication trees for trusted informants in case of internet disruption, information and media management route all communication through designated

focal persons.

Monitor misinformation, rumors or sensationalism, maintain measured and confident tone in public outreach were directed.

Commissioners were tasked to designate command officers for continuity, DCs and DPOs to prepare work-from-safe-location plans for core staff.

This alert is issued in the spirit of strategic readiness and not an announcement of imminent danger.

Citizens must remain calm, vigilant, and cooperative. All departments are directed to report daily readiness status to the Home Department Control Room (24/7 Operational).

Inspector General of Police Khyber Pakhtunkhwa, Zulfiqar Hameed, here Wednesday directed the officers and personnel of the Khyber Pakhtunkhwa Police to remain poised and alert at their respective stations.

He instructed them to maintain coordination with military authorities within their jurisdictions to provide assistance as per operational requirements, handle any emergency situations, monitor suspicious activities, and actively support patrolling and search operations in their areas.

In his statement, the IGP instructed police officers to provide full support to the district administration in maintaining law and order, ensuring continuity of essential services, facilitating evacuation and relief efforts if needed, and maintaining supply chains and logistics.

He urged officers to fully implement standard operating procedures (SOPs) for protection and to be thoroughly prepared in this regard. The Inspector General will also hold a meeting with provincial officers. APP

KP govt launches major youth, sports initiatives: CM's spokesman

The Khyber Pakhtunkhwa government under the leadership of Chief Minister Ali Amin Gandapur has taken significant steps to empower youth and promote sports across the province, said Faraz Ahmad Mughal, the spokesperson for the CM.

Mughal highlighted here on Wednesday that the provincial government allocated Rs 550 million last year for the establishment and completion of youth centers in various districts. As part of the Elhasan Nawajan Program, loans worth PKR 1 billion were provided to around 750 young individuals to support entrepreneurship and self-employment.

He further shared that Rs 300 million were spent on sports events for youth activities, while over 1,800 athletes participated in inter-provincial sports events organized by the government.

The provincial marathon event attracted more than 3,500 athletes from across the country, showcasing KP's growing role in promoting sports, he said adding that a three-day livestock and horse festival also saw the participation of 2,500 performers and athletes.

Traditional sports competitions were held in Mardan, Swabi, and Lakki Marwat, involving over 500 athletes, while the renowned Tour de Peshawar cycling event featured 120 top cyclists from across Pakistan. APP

Excavation of Mohmand Dam powerhouse slope completed

Major milestone for Pakistan's flagship Mohmand Dam Hydropower Project, April 2025 marked the successful completion of the powerhouse main slope excavation and associated support works.

This critical achievement now paves the way for the commencement of full-scale construction of the concrete powerhouse structure, a core component of the project.

Undertaken under challenging geological conditions, the excavation phase posed numerous technical difficulties that demanded high-intensity coordination between design and construction teams.

According to Gwadar Pro, initially designed to involve the removal of 832,000 cubic meters of rock, the excavation volume more than doubled—reaching a total of 1.68 million cubic meters—due to unforeseen subsurface conditions and the need for dynamic design adjustments. AGENCIES

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ELIGIBLE BIDDERS

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PRE-BID MEETINGS SCHEDULE*

Pre-bid Meeting: Monday, 26th May 2025

*For further details, refer to the RFP Section 2 (Data Sheet) of Volume 1 (Request for Proposal)

BIDDING PROCEDURE

The Project's procurement shall be conducted through a national open competitive bidding process using single-stage two-envelope procedure, as per the applicable evaluation documents and is open to all eligible interested parties.

Interested parties are required to submit only one (1) bid, comprising of one (1) Technical Proposal and one (1) Financial Proposal and other supporting documents (as applicable), as identified in the RFP, using Electronic Government Procurement, i.e. **PPRA Sindh e-Pak Acquisition & System (SPPPA EPADS)** no later than 1200 hours PST on 12th June 2025 ('Bid Submission Deadline'). Physical Bids will not be accepted.

The Technical Proposals will be opened on the Bid Submission Deadline at 1300 hours PST in the presence of the bidders' representatives, who may wish to attend at the Committee Room of the Planning & Development Board, 2nd Floor, Tughlaq House, Sindh Secretariat, Shikhar-e-Kamal, Alta-Turk Road, Karachi. After completion of evaluation of Technical Proposals, bidders who have submitted responsive Technical Proposals in terms of the applicable evaluation documents shall be invited to attend the opening of the Financial Proposals.

All Bids, as part of the Technical Proposal, shall be accompanied by a scanned copy of the bid security not less than PKR 21,000,000/ (Pakistan Rupees Twenty-One Million only). The original copy of the bid security shall be submitted via mail or physically by hand by the Bid Submission Deadline at the address given below. The bid security shall be an irrevocable, unconditional and on-demand bank guarantee in the form attached with the RFP issued in accordance with the requirements set out in the instructions to bidders. It is mandatory for bids to be prepared using the standard formats for Technical Proposals and Financial Proposals, as provided in the RFP. Bids that are not prepared on the prescribed formats may not be considered for evaluation.

Interested parties may acquire the RFP before the Bid Submission Deadline, either: (a) physically, by submitting a written application at the address provided below, specifying their full name, address and contact details; or (b) electronically, by downloading from the websites of SPPPA EPADS or PPP Unit or Agency, and submitting the Agency in writing through a letter or via email, its full name, address and contact details. The Agency reserves all rights (a) suspend, cancel, discontinue, modify, extend or reinstate the Tender Procedure; (b) accept or reject any Bid or disqualify any or all Bidders; (c) modify all or any dates stated in the RFP; or (d) amend the RFP's Project's scope or make clarifications thereof, at any time without any obligation to inform any interested party or bidder of the grounds, justification, or reason for such action and without liability, in accordance with the Applicable Evaluation Documents.

Senior Director, Public Private Partnership Node Health Department, Government of Sindh
Address: Public Private Partnership Node, Health Department, Sindh Nursing Directorate (Near Nanal Heights), Kala Pul, Karachi
Phone: +92 21 99223740 - 99221313 Fax: +92 21 99223741 Email: info.p3proc@gmail.com

Website: Agency - <https://health.sindh.gov.pk/> <https://ttny.co/tdb> SPPPA EPADS - <https://portal.sindh.eprocure.gov.pk/> PPP Unit - <https://www.pppunit.sindh.gov.pk/>

عائتي پر برسات متاثرن جي گهرن جي ريفر مان ڪٽوتي، احتجاج

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ٻي آهي، اهي جو طرز معارف تي ڪجهه آهي
 آباد ڪوٽاري ٿين ڪاٺي جي ايسل مشيني جي سيم
 من ٿي جو مزو ٿي آهي اڻڄاتل ٽاڪين واقعي
 شڪس داخل ٿي ٿي ڪي

مؤرخان و محققان در این باره اظهار نظر کرده اند و بر این باورند که این کتاب یکی از مهم ترین آثار تاریخی ایران است و به دلیل اهمیت آن، باید در دسترس عموم قرار گیرد. این کتاب در سال ۱۳۰۵ خورشیدی در تهران چاپ شد و به دلیل اهمیت آن، به عنوان یکی از مهم ترین آثار تاریخی ایران شناخته می شود.

میردادی سے پہلے تین ٹیپس سنا گیا لیکن
مگر کڑی روایتیں ان کیسٹس آئی تھیں جہاں پہلی
ٹپس آئی تھی اُنہی کے آج بھی بھارتی روایتیں

در این سال که به عنوان سال «توسعه» در نظر گرفته شده است، در حالی که در سالهای گذشته، تمرکز بر «تعمیر و بازسازی» بوده است، در این سال، تمرکز بر «توسعه و گسترش» خواهد بود. در این سال، تمرکز بر «توسعه و گسترش» خواهد بود. در این سال، تمرکز بر «توسعه و گسترش» خواهد بود.

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حکومت سندھ

حکومت سندھ - ہیلت دیپارٹمینٹ

واکن لاء دعوت



حکومت سندھ

پبلک پرائیویٹ پارٹنرشپ موڊ جنم پوسٽ گريجوئيٽ ميڊيڪل سينٽر سيٽيٽي اينڊ سبڪي گورنمينٽ پروجيڪٽ جي ڊزائين، ايگريڊ، هلائڻ، سارسٽيال ۽ منتقلي

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GOVERNMENT OF SINDH
SERVICES, GENERAL ADMINISTRATION
COORDINATION DEPARTMENT
(Implementation & Coordination Wing)

Karachi, dated the 6th June, 2024.

NOTIFICATION

NO.SO(C-IV)/SGA&CD/4-7/12 (P-III): In pursuance of sub-rule (2) of Rule 82 of the Sindh Public Procurement Rules, 2010 (as amended) and in supersession of this department's Notification of even number dated 13.06.2023, the competent authority (**Chief Secretary, Sindh**) is pleased to re-constitute a **Technical & Financial Evaluation Committee (TFEC)** for "Contracting out Safety and Security Services of JPMC Karachi" under the Public Private Partnership (PPP) Node, with the following composition & Terms of Reference (TORs), with immediate effect:-

1.	Chairman, Planning & Development Board, Planning & Development Department, Government of Sindh	Chairman
2.	Secretary, Health Department, Government of Sindh	Member
3.	Special Secretary (Development), Health Department, Government of Sindh	Member
4.	Executive Director, JPMC, Karachi	Member
5.	Director General, PPP Unit, Finance Department, Government of Sindh	Member
6.	Representative from Information, Science & Technology Department (not below the rank of BS-19)	Member
7.	Director PPP Node, Health Department, Government of Sindh	Member / Secretary

Terms of Reference of the Committee:

- To oversee the complete procurement process of operations of Safety and Security Services at JPMC, Karachi;
- To extend the date in respect of any activity of the project timeline in accordance with the provisions of Sindh Public Procurement Rules, 2010;
- To review and approve the bidding documents such as evaluation / selection criteria of documents & request for proposal (RFP), Concession Agreement and project Brief / Information Memorandum for the purpose of issuing the same to the prospective bidders, by the Procuring Agency i.e. Health Department;
- To hold pre-bid conference, if there need be, and contract negotiations with the qualified bidder(s) by itself or through its authorized representative(s) and address the queries of the bidders leading to finalization of the RFP and draft Concession Agreement;
- To recommend the preferred bidder to the Procuring Agency and/or the PPP Policy Board for issuance of letter of intent / award.
- To review financial documents and financial security arrangements.
- To perform any other function as assigned to it under the Sindh Public Procurement Rules, 2010.

(ASIF HYDER SHAH)
CHIEF SECRETARY, SINDH

-(2):-

NO:SO(C-IV)SGA&CD/4-7/12 (P-III)

Karachi, dated the 6th June, 2024.

Copy is forwarded for information & necessary action to:-

1. The Chairman, Planning & Development Board, Government of Sindh, Karachi.
2. The Principal Secretary to Governor Sindh, Karachi.
3. The Principal Secretary to Chief Minister Sindh, Karachi.
4. The Administrative Secretaries (all), Government of Sindh.
5. The Chairman / Members (all) of the Technical & Financial Evaluation Committee.
6. The P.S. to Chief Secretary Sindh.
7. The P.S. to Secretary (I&C), SGA&CD.
8. Master file.



(ZUBAIR UDDIN)
SECTION OFFICER (C-IV)



GOVERNMENT OF SINDH
SERVICES, GENERAL ADMINISTRATION &
COORDINATION DEPARTMENT
(Implementation & Coordination Wing)

Karachi, dated the 30th October, 2024

NOTIFICATION

NO:SO(C-IV)/SGA&CD/4-7/2012(P-III): In pursuance of rule 82(A) of the Sindh Public Procurement Rules, 2010 (SPP Rules), a Complaint Redressal Committee (CRC) is hereby constituted to redress the complaints of bidders which may arise during the procurement proceedings in relation to the “Contracting out Safety and Security Services of Jinnah Postgraduate Medical Centre (JPMC), Karachi” under Public Private Partnership (PPP) Mode, being undertaken by the Health Department (Procuring Agency), with the following composition and Term of References (TORs), with immediate effect:-

1	Dr. Kazim Hussain Jatui, an officer of BPS-21 of Government of Sindh	Chairman
2	Representative of the Accountant General Sindh, Karachi	Member
3	Independent Professional (nominated by Head of Procuring Agency)	Member

Terms of Reference:

- To take all or any of the actions/ decisions in line with the SPP Rules, 2010;
- to dispose of the complaint, if the Committee finds it to be unsatisfactory, unjustified, frivolous and/ or baseless;
- to announce its decision within seven (07) days and thereafter convey the same to the bidder and the Sindh Public Procurement Regulatory Authority (SPPRA) within three (03) working days; and
- to perform any other function ancillary to the above and/or as assigned to it under the SPP Rules.

ASIF HYDER SHAH
CHIEF SECRETARY, SINDH

NO:SO(C-IV)/SGA&CD/4-7/2012(P-III)

Karachi, dated 30th October, 2024

Copy is forwarded for information & necessary action to:-

1. The Chairman, Planning & Development Board, Government of Sindh, Karachi.
2. The Principal Secretary to Governor Sindh.
3. The Principal Secretary to Chief Minister Sindh.
4. The Secretary, Health Department, Government of Sindh, Karachi.
5. The Secretary, Finance Department, Government of Sindh, Karachi.
6. The Secretary, Livestock & Fisheries Department, Government of Sindh, Karachi.
7. The Accountant General Sindh, Karachi.
8. The Director General PPP Unit, Finance Department, Government of Sindh, Karachi.
9. The Managing Director, SPPRA, Government of Sindh, Karachi.
10. The Chairman / Members of the Committee.
11. The Deputy Secretary (Staff) to Chief Secretary Sindh.
12. The P.S. to Chief Secretary Sindh.
13. The P.S. to Secretary (I&C), SGA&CD.
14. Master file.



(ZUBAIR UDDIN)
SECTION OFFICER (C-IV)

30/10/2024



GOVERNMENT OF SINDH HEALTH DEPARTMENT

**DESIGN, UPGRADE, OPERATE, MAINTAIN AND TRANSFER OF
JINNAH POSTGRADUATE MEDICAL CENTER SAFETY & SECURITY PROJECT UNDER PUBLIC-
PRIVATE PARTNERSHIP MODE**

THE PROJECT RFP INCLUDES:

VOLUME I	TENDER PROCEDURE
VOLUME II	CONCESSION AGREEMENT

**FOR TECHNICAL STUDIES AND
BID PREPARATION/ SUBMISSION**



**[CLICK HERE TO DOWNLOAD
BIDDING FORM F2 – FINANCIAL FORMS
\(MICROSOFT EXCEL FILE\)](#)**

12TH MAY 2025

Address: Public Private Partnership Node, Health Department, Sindh Nursing Directorate (Near Nanal Heights), Kala Pul, Karachi

Phone: +92 21 21 99223740 – 99222193 **Fax:** +92 21 9922374 **E-mail:** info.p3proc@gmail.com

Website: Procuring Agency - <https://health.sindh.gov.pk/> <https://tiny.cc/HD>; **PPP Unit -** <https://www.pppunitsindh.gov.pk/>



HEALTH DEPARTMENT, GOVERNMENT OF SINDH

REQUEST FOR PROPOSAL DESIGN, UPGRADE, OPERATE, MAINTAIN, AND TRANSFER JINNAH POST GRADUATE MEDICAL CENTER SAFETY & SECURITY PROJECT UNDER PUBLIC PRIVATE PARTNERSHIP MODE



12th May 2025

**VOLUME I: TENDER PROCEDURE
FOR
SINGLE STAGE - TWO ENVELOPE PROCEDURE**



LETTER OF INVITATION FOR BID

No. HD-PPPN/PROC-JPMC/2024-25

Karachi, dated the 12th May 2025

REFERENCE: JINNAH POST GRADUATE MEDICAL CENTER (JPMC) SAFETY AND SECURITY PROJECT.

Dear Bidder,

The Public Private Partnership Node, Health Department, Government of Sindh (the **Authority**) invites sealed Proposals from Bidders for the design, upgrade, operation, maintain, and transfer of safety and security services at Jinnah Post Graduate Medical Centre (JPMC) for a period of 5½ years, including a ½ year Installation Period and a five (5) year operation period (the **Project**).

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 of selecting a Preferred Partner that will, pursuant to a Concession Agreement to be entered into between the Authority and the Concessionaire to undertake the Project.

Bidders must provide information indicating that they are qualified to perform the services as per the requirements of this RFP. A Bidder will be selected under procedures set out in this RFP and in accordance with the procurement procedures (single stage two envelope) laid down under the Sindh Public Procurement Act, 2009, and the Sindh Public Procurement Rules, 2010 thereto (as amended from time to time) and the Sindh Public Private Partnership Act, 2010 (as amended from time to time).

In order for a proposal to be evaluated by the Technical and Financial Evaluation Committee (TFEC), the Bidders must meet all of the eligibility requirements stated herein.

The key dates (as may be extended by the Authority in its discretion) in this stage of the bidding process are as follows:

Activity	Target Date
Issuance of RFP Documents	12 th May 2025
Clarifications / Comments Request Deadline	6 th June 2025
Pre-Bid Conference / Bidders Meetings	26 th May 2025
Release Amended RFP Documents (if required)	28 th May 2025
Bids Submission Deadline	12 th June 2025-12:00 Hours
Technical Bids Opening	12 th June 2025 - 13:00 Hours



Financial Bids Opening	24 th June 2025
Publication of the Evaluation Report	30 th June 2025
Notification of Award	Within Bid Validity Period
Signing of the Concession Agreement with Successful Bidder	Within 30 days of the Notification of the Award

Bidders are required to submit only one (1) Bid, comprising of one (1) Technical Proposal and one (1) Financial Proposal along with other supporting documents (as applicable), as identified in the RFP, through the SPPRA EPADS which can be accessed using the link provided in Section 2 (*Data Sheet*), no later than **12:00 hours PST** by the Proposal submission deadline. Physical submission of Bids shall not be accepted except for the purpose of submitting the original Bid Security and any other documents specified in the RFP.

The Technical Proposals will be opened on the Proposal Deadline at **13:00 hours PST** in the presence of the representatives of the Bidders who may wish to attend. After completion of evaluation of the Technical Proposals, Bidders who have submitted responsive Technical Proposals in terms of the eligibility criteria shall be invited to attend the opening of the Financial Proposals. The date, time and location of the opening of Financial Proposals shall be advised in writing to all technically qualified Bidders by the Authority.

All Bidders are required to furnish, as part of their Technical Proposals, the original Bid Security, equivalent to Pakistani Rupees Twenty-One Million only (PKR 21,000,000/-). The original Bid Security shall be furnished at the submission address indicated in the Data Sheet no later than **12:00 hours PST** by the Proposal Deadline either through mail or physically by hand (in a sealed envelope). The scanned copy of the Bid Security shall be uploaded by Bidders together with the Technical Proposal *via* SPPRA EPADS no later than **12:00 hours PST** by the Proposal Deadline. The Bid Security shall be in the form of pay order or demand draft or an irrevocable, unconditional and on-demand bank guarantee in the form attached as Form F3 (*Form of Bid Security*) of the RFP.

Bidders may acquire the RFP before the Proposal Deadline, either: (a) physically, by submitting a written application at the address provided below, specifying their full name, address and contact details; or (b) electronically, by downloading from SPPRA EPADS and/or the websites of PPP Unit, and intimating the Authority in writing through a letter or via email, its full name, address and contact details.

The Bidders are advised to evaluate their Bids under the “**BASIC ELIGIBILITY CRITERIA**” set-out at Section 2.7 as ineligibility with the same, including qualifying other material terms and conditions, shall make the proposal non-compliant against this bidding process.

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

ATTENTION : DIRECTOR PPP NODE,



HEALTH DEPARTMENT, GOS

Public Private Partnership Node, Health Department

Government of Sindh

ADDRESS : Women Resource Centre , Near Naval Heights, Kala Pul, Karachi.
Public Private Partnership Node, Health Department, Government
of Sindh, Women Resource Centre , Near Naval Height, Kala Pul
Karachi.

TELEPHONE : 92-21-99223740

Email : Info.p3proc@gmail.com

SPPRA EPADS - <https://portalsindh.eprocure.gov.pk>



IMPORTANT NOTICE / DISCLAIMER

This RFP and the attached documents are provided to the recipient solely for use in preparing and submitting its proposal for participation in the competitive bidding process to provide safety & security services at Jinnah Post Graduate Medical Centre (JPMC) for the Concession Period. This RFP is being issued by the Public Private Partnership Node, Health Department, Government of Sindh solely for use by prospective bidders in considering the Project. *Unless expressly specified otherwise, all capitalized terms used herein shall bear the meaning ascribed thereto in the glossary of this RFP.*

The Proposals will be evaluated by the TFEC constituted in accordance with the Applicable Laws. none of the above entities (including, *inter alia*, the Authority, 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 bidding 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 Proposal 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 Proposal/response to this RFP submitted by a Bidder shall be construed based on the understanding that the Bidder has done a complete and careful examination of this RFP and has verified all the information received from the Authority (including from its employees, personnel, agents, consultants, advisors and contractors etc.).

Any Proposal/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/Proposal in response to this RFP, the Bidder has, after a complete and careful examination, made an independent evaluation of this RFP, scope of the Project, the Project requirements, the applicable standards, the Project site, existing Project assets and other infrastructure of security and safety, local conditions and all information provided by the Authority or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations under the Concession Agreement. The Authority (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 bidders shall have no claim whatsoever against the authority 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 the part of the Authority that a Concession will be awarded.



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GLOSSARY

TERM	MEANING
Annuity Payments	The payment starting from first year of operations that the Authority has to make to the Concessionaire on a quarterly basis against satisfactory services rendered under the Concession Agreement that shall constitute the agreed operations & maintenance expense for that period.
Expiry Date	The date falling on the 5 th yearly anniversary of the commencement of O&M Period.
Applicable Laws	All applicable laws, promulgated or brought into force and effect by the Government of Sindh or the Government of Pakistan, as the case may be, including regulations and rules made thereunder, and judgments, decrees, injunctions, writs and orders of any court of record.
Authority or GoS	Public Private Partnership Node, Health Department, Government of Sindh (“GoS”)
Best Evaluated Bid	Has the meaning ascribed thereto in Section 1.4.2 (<i>Award of Concession</i>).
Bid(s)	Any and all proposals and bids submitted by the bidders as a response to this RFP, that are prepared and submitted in accordance with this RFP and are in compliance of the same.
Bid Price	Means the present value calculated using the 15% discount rate of a total bid price that includes Installation Cost, present value of O&M Cost and Management Fee and all other applicable duties and taxes, as will be set out in each Bidder's Financial Bid, in accordance with ANNEX G.
Bid Validity Period	The period of ninety (90) days starting from the proposal deadline.



TERM	MEANING
Bidder	means an interested bidder who is a registered enterprise / company/ partnership or a consortium that is eligible for this bidding process in accordance with the RFP Document.
Bidder's Collaborator	The bidder, a member or participant of the bidder, any of their respective authorized officers, directors, managers, employees, supervisors, sub-contractors, consultants, advisors, representatives, agents, successors, and respective assigns, the bidder's key individuals.
Claims	Claims, legal action, lawsuits, grounds for action, debts, royalties, accounts, bonds, guarantees, actions for contribution, indemnity, commitments, contracts, losses (including indirect losses), damages, costs, grievances, enforcement, rulings, obligations, debts (including those related to or stemming from a lost opportunity), demands, and rights of any nature whatsoever, whether actual, pending, potential, or possible, legal, express or implicit, present or future, and known or unknown.
Substantial Completion Date	Has the meaning ascribed thereto in the draft Concession Agreement. means the date notified by the Independent Expert being the date on which the obligations, during the Installation Period, are fulfilled, deferred or waived by the Authority in terms of this Agreement.
Commitment Form	The commitment form, in form and substance as attached to this RFP as FORM -F5 OF ANNEXURE – F
Compliant Proposal	Any proposal that: <ul style="list-style-type: none"> (i) each page of the bid submitted in response to this RFP, and all documents submitted pursuant to this RFP are duly signed / initialed by the authorized signatories of the prospective bidder along with its stamp or the lead member of the consortium along with its stamp, as the case may be. (ii) each page of the bid submitted in response to this RFP, is correctly numbered in ascending order (iii) meets the eligibility requirements specified in Section 2.7;



TERM	MEANING
	<p>(iv) in the reasonable opinion of the TFEC, meets or surpasses all of the technical requirements for a proposal specified in this RFP;</p> <p>(v) meets the requirements of the RFP sufficiently and in such a manner that the proposal would be considered to be complete, competitive, and submitted in good faith by a bidder who intends to fulfil all the requirements of this RFP;</p>
Concession Agreement	The agreement entitled “CONCESSION AGREEMENT” entered into between the Authority and the Concessionaire, in the form and substance attached as Volume 2 to this RFP.
Concession Period	The period commencing from the date of commencement of Installation Period and ending on the Expiry Date or the Termination Date, whichever is earlier.
Concessionaire	The bidder that, further to this RFP and the final selection process, is declared the preferred bidder and is issued the LOI. The Concessionaire shall be the entity that will enter into the Concession Agreement with the Authority.
Conflict of Interest	Has the meaning ascribed thereto in Section 1.18 (<i>No Conflict</i>)
Consortium	A bidder comprised of a group of two or more enterprises formed to submit a proposal and, if applicable, to carry out the services for the Concession Period. However, the maximum number of members of Consortium must not be more than five (5) including Lead Member.
Consortium Power of Attorney	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 FORM F 7 OF ANNEXURE – F to Volume 1 of this RFP.
Consultation and	A process that includes this RFP; consultation with bidders; attendance at Pre-bid Conferences; issuance of a draft or revised version(s) of the draft concession agreement; receipt and consideration of comments from bidders



TERM	MEANING
Selection Process / Competitive Selection Process	and information provided in response to a request from the authority; 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.
Draft Concession Agreement	Volume 2 of this RFP, titled as the “DRAFT CONCESSION AGREEMENT.”
Effective Date	Has the meaning ascribed thereto in the Concession Agreement.
Financial Model	The financial model submitted by the bidder as part of its proposal that meets the requirements of ANNEXURE G (Format of Financial Bid and Financial Model) .
GoS Representative	Representatives of the GoS, as appointed by the authority, which may include: <ul style="list-style-type: none"> (i) Project manager, as appointed by the authority, for the project; and (ii) Any other representatives
Independent Expert	Has the meaning ascribed thereto in the draft concession agreement.
Integrity Pact	The instrument entitled ‘Integrity Pact’ as attached to this RFP as Form F-8 of ANNEXURE F , duly signed by the authority and the bidder.
Installation Cost	means the capital expenditure that is quoted by the Bidder in its Financial Bid related to the goods, works and services required to be completed in the Installation Period. A month-wise break-up of Installation Cost (for the Installation Period) shall be included in the Financial Model by each Bidder.
Installation Period	Has the meaning ascribed to it in the Concession Agreement.
Joint Bidding	



TERM	MEANING
Agreement	An agreement between the members of the consortium, conveying, <i>inter alia</i> , the intent to undertake the project collectively, in terms of Section 3.1.1 (b) of this RFP.
Key Individual	An individual who holds one of the following positions for a bidder: <ul style="list-style-type: none"> • Project head; • IT Specialist; • Admin & HR; • Security Head; • Security Supervisor;
Lead Member	Any member of the consortium that leads the consortium throughout the project and liaises between the authority and the consortium, as appointed pursuant to the consortium power of attorney and the joint bidding agreement.
Letter of Intent / LOI	Has the meaning ascribed to it in Section 1.11.1.
Management Fee	means the cost charged by the Bidder for providing its services to the Authority for managing and operating the Project during the Installation Period and O&M Period. The Management Fee quoted by the Bidder shall be separate in respect of each year of the Contract Period. The cost head 'Management Fee' shall be adjusted for any Annuity Amount Payment Adjustments based on the evaluation of the Key Performance Indicators (KPIs), therefore, the Bidder is required to quote Management Fee no less than 7.5% and not more than maximum 15% of the total of the O&M Costs as per Financial Model of the Bidder.
Member	An enterprise that is part of a bidder/consortium on an exclusive basis and that will commit to undertake the project, as mentioned by the bidder in the joint bidding agreement.
Notice of Selection of the Preferred Bidder	The Authority's notice sent to preferred bidder, in terms of Section 1.10, following the selection of the preferred bidder.



TERM	MEANING
O&M Period	The period of five (5) years commencing from the Substantial Completion Date.
Installation Performance Security	Has the meaning ascribed to it in the Concession Agreement.
O&M Performance Security	Has the meaning ascribed to it in the Concession Agreement.
PPP	Public Private Partnership.
PPP Act	The Sindh Public Private Partnership Act, 2010 (as amended from time to time).
PPP Unit	The Public Private Partnership Unit of the Finance Department of the Government of Sindh.
Pre-Bid Conference	The conference relating to the queries raised and clarifications sought by the prospective bidders that are to be held on the dates set out in the project schedule.
Preferred Bidder's Collaborator	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, the preferred bidder's key individuals.
Preferred Proposals	Has the meaning ascribed thereto in Section 1.10.
Private Partner	Means: <ul style="list-style-type: none"> the enterprise or the consortium that, further to this RFP and the final selection process, is declared the preferred bidder and issued the LOI for, <i>inter alia</i>, the purposes of entering into the Concession Agreement with the Authority; and



TERM	MEANING
	<ul style="list-style-type: none"> the Concessionaire.
Project	Design, Upgrade, Operate, Maintain, and Transfer of Jinnah Postgraduate Medical Center Safety & Security Project under Public-Private Partnership Mode
Project Assets	Physical assets installed/ to be installed and in place at the JPMC which would be managed and operated by the Concessionaire according to the terms of the concession agreement. List of project assets are mentioned in Annexure-A .
Project Manager	Means the focal person appointed as the GoS representative.
Project Site	Jinnah Post Graduate Medical Centre and related infrastructure, the health facility where operations and management of security services are intended to be outsourced to a private party.
Proposal	A proposal submitted electronically by a bidder in response to this RFP and containing a technical proposal with relevant documents to meet eligibility criteria and proposal evaluations along with financial proposal.
Proposal Deadline	The deadline for the bidders to submit their proposals, the same being on or prior to 12 th June 2025 – 12:00 hours PST mentioned in this RFP, or any other date specified by the Authority by way of addenda.
RFP / Request for Proposals	<p>This Request for Proposal and all volumes, appendices, and addenda thereto, including:</p> <ul style="list-style-type: none"> Volume1 – Instructions to bidders Volume 2 – Draft Concession Agreement
Security Deposit / Bid Security	The security deposit that a bidder must provide PKR 21 Million, either in the form of a pay order or demand draft or bank guarantee, in favor of Secretary Health Government of Sindh, issued by a scheduled commercial bank operating in Pakistan acceptable to the GoS (with a minimum rating of 'AA-' by JCR VIS or an equivalent rating by PACRA), in form and substance as



TERM	MEANING
	<p>attached hereto as FORM F-3 (Form of <i>Bid Security</i>) and in the amounts and conditions specified in 'Bid Security'.</p> <p>It is being clarified that the Bid Security shall not be in the form of an insurance or corporate guarantee. However, the Bid Security in the form of a call deposit or demand draft or pay order in favor of the Secretary to Government of Sindh, Health Department, would be acceptable.</p>
Security System infrastructure.	<ol style="list-style-type: none"> 1. Electronic Security Systems: <ul style="list-style-type: none"> • Access Control Systems: Card readers, biometric scanners, electronic locks. • Intrusion Detection Systems: Sensors and alarms for unauthorized entry/activity detection. • Surveillance Systems: CCTV cameras and recording devices. 2. Fire Protection Systems: <ul style="list-style-type: none"> • Fire Alarm Systems: Smoke, fire, or heat detectors and alarms. • Fire Extinguishers: Portable devices for small fires. 3. Communication Systems: <ul style="list-style-type: none"> • Intercom Systems: Two-way internal communication. • Public Address Systems: Announcements to large areas. 4. Monitoring and Control Systems: <ul style="list-style-type: none"> • Command and Control Centers: Centralized monitoring and control locations. • Central Monitoring Rooms: Surveillance feed monitoring and security operations coordination. 5. Emergency Response Systems: <ul style="list-style-type: none"> • Panic Buttons: Emergency alert devices. • Emergency Notification Systems: Alerts and instructions for emergencies. 6. Perimeter Security: <ul style="list-style-type: none"> • Fencing and Gates: Physical access control barriers. 7. Security Personnel and Procedures: <ul style="list-style-type: none"> • Security Guards: Trained personnel for patrolling and monitoring. • Security Protocols: Established response procedures for incidents and emergencies. 8. Integration and Automation: <ul style="list-style-type: none"> • Integrated Security Systems: Combination of multiple security technologies. • Automation Systems: Automated security processes like door locking and alarm activation.
Signing Date	



TERM	MEANING
	Means the date on which Concession Agreement is duly signed by each of the Parties.
SPP Rules	The Sindh Public Procurement Rules, 2010 (as amended from time to time).
SPPRA EPADS	The SPPRA Sindh e-Pak Acquisition & Disposal System (Public Procurement Regulatory Authority Sindh EPADS website), which can be accessed using the link provided in Section 2 (<i>Data Sheet</i>).
Submission Guidelines	The step-by-step instructions for electronically submitting the Bid through the SPPRA EPADS (file uploading e-submission method), as may be amended from time to time by the SPPRA; the link for the Submission Guidelines is provided in Section 2 (<i>Data Sheet</i>).
TOR	Has the meaning ascribed thereto in Section 4.
Technical and Financial Evaluation Committee TFEC	The technical and financial evaluation committee formed in accordance with the applicable laws for the purpose of overseeing the Competitive Selection Process, including evaluating the proposals and recommending the preferred bidder in accordance with the PPP Act, the SPP Rules, and the RFP Document.
Termination Date	Has the meaning ascribed thereto in the Concession Agreement.



1. INFORMATION FOR BIDDERS

1.1 INTRODUCTION

JPMC in its present shape and form is one of the biggest public health care facilities operating in Sindh and serving 1.2 million patients annually, more than 438,000 patients examined in the emergency department alone. However, the facility is characterized by inappropriate infrastructure, lapses in security services and inefficient operation & maintenance of the assets and premises.

Since inception of Jinnah Post Graduate Medical Center Karachi (JPMC), it remained with the Federal Government and till its transfer to the Government of Sindh in 2011, no additional investment was made to enhance or improve its infrastructure. However, after its control was assumed by the Government of Sindh, its bed capacity increased from 1100 to 2200 beds. Its 2200 beds are in thirty-six (36) departments, with over a dozen major operation theaters and a huge outpatient's attendance.

The hospital has expanded exponentially and is considered amongst the biggest hospitals of Karachi. However, this transformation has neglected the basic concept of safety of staff, patients, family members and visitors. It has been observed many times that violence erupted at the JPMC and dozens of people vandalized the facility and attacked doctors allegedly. In the past JPMC Karachi has had unexpected undesirable situations like arguments, noisy scenes, accidents or thefts, that has a negative impact on the staff satisfaction and performance as well as compromised security measures.

JPMC is in dire need of having adequate safety and security services project, which is entrusted with the responsibility of watching over the entire hospital organization and preventing anything untoward (of nonmedical, nontechnical nature) from happening. Through this project, core duties would be the protection of hospital, its staff and property, the patients / public and their property and control the traffic within JPMC premises.

JPMC is located at Rafique Shaheed Road Cantonment area of Karachi, Sindh, [Pakistan](#). The description of Project location is as follows:

Covered Area	148 Acres
Location	Towards east: Bazzerta line Towards West: NICH Hospital Towards North: JSMU Towards south: Cardio Hospital
Existing Gates	04 Gates
Parking (Vehicle/Bikes)	Inside the premises
Covered Parking	Nil
PS Jurisdiction	PS Saddar
High Rise Building	JSMU G+ 5 Naval Heights G+ 17



Security Zone: (Sindh Police)	2 Sub- inspector Constable
SSU:	Nil
Special Branch:	01
Rangers:	10
Private Security:	80 security guards from private security
Government Security	80 security guards

The Authority desires to outsource the provision, management and operations of safety and security services at Jinnah Post Graduate Medical Centre Karachi (JPMC), in a manner that safety and security services at JPMC will be managed and run by a private party on a public-private partnership basis, under the Sindh PPP Act 2010 (the '**Project**'). It is envisaged that the private party will be selected by the Authority through a fair and transparent National Competitive Bidding (NCB) using Single- Stage-Two- process (the '**Bidding Process**') and the Authority will enter into a concession agreement with successful bidder whose bid found as the Best Evaluated Bid in respect of the Project.

This request for proposal is being issued by the Authority to all the prospective bidders and their eligibility shall be ascertained by the TFEC after bid submission deadline in accordance with the criteria and other terms & conditions set out in the RFP, including the SPP Rules.

1.2 PROJECT DESCRIPTION

The need of safety & security provision at JPMC was expressed by the management of the JPMC. JPMC is the largest hospital trying to provide care, comfort, and cure to the patient. It is visited by thousands of people, every day. It is very difficult to identify any antisocial element in the crowd or foresee anyone's intentions. Therefore, safety and security at JPMC have become vital to provide a safe and comfortable environment keeping in view the needs of both, patients and the staff. To ensure welfare of public, it is necessary to find potential threats highly prone to any criminal activity. These may be theft, violence, and other illicit behaviors that need attention without any delay. Along with other measures, hiring efficient safety and security service plan is required to keep peace and order in the premises around the clock within JPMC premises. Core duties would be the protection of hospital, its staff and property, the patients / public and their property and control the traffic within JPMC premises.

The Authority's key objectives for the Project include but not limited to:

1. improve the existing health care facility in terms of safety & security development and operate on Good industry practice;
2. develop and deploy infrastructure, security desks and guards at multiple locations of JPMC for an effective security service;
3. overcome the existing pitfall by establishing security monitoring systems to be in place throughout JPMC;
4. protect the JPMC site from terrorist activities; and



5. ensure safety of JPMC staff/ patients and visitors;
6. effectively manage waiting area and parking area;
7. provide services for Fire safety protection of JPMC;
8. deter security incidents, e.g., theft, vandalism, violence, etc. through CCTV cameras, Body worm cameras and Drone cameras;
9. arrange access control system to restrict unauthorized entries;
10. improve the confidence of public and build the image of public sector hospital.

1.3 PROPOSAL SUBMISSION PROCESS

- 1.3.1 This RFP is being issued as a part of the Competitive Selection Process to invite the Bidders to submit proposals electronically with the intent to enter the Concession Agreement.
- 1.3.2 The recipients of this RFP are hereby invited to submit a technical proposal and a financial proposal, each in a separate and sealed envelope, in respect of the services required for the project given in **Section 2 (Data Sheet)**.
- 1.3.3 Details of scope of work and the project are provided in Annex B (*Project Scope*).
- 1.3.4 Bidders are encouraged to submit their respective proposals after visiting the project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of existing safety and security equipment, existing human resource, access to site, handling and storage of materials, weather data, applicable laws, the general and local conditions associated with implementing the Project and any other matter considered relevant by them. Bidders are also encouraged to hire advisor for bid preparation (the **Bid Advisors**). All costs related to the visits to the project site and fee of the bid advisors, if any, shall be borne by the bidders and, regardless of the proposal and Competitive Selection Process outcome, the Authority shall not be liable in any manner for any costs incurred as a result of such visit(s) and its ancillary services required to the Bidders for the purpose of bid preparation and submission to the Authority.
- 1.3.5 The prospective bidders will be given the opportunity to discuss their comments and suggested changes to the RFP document in the pre-bid conference, as specified in the data sheet, provided however, the Authority does not make any express guarantee for accepting a substantial change in the technical parameters and financial aspects in response to the offered comments and suggestions.
- 1.3.6 Based on the comments and suggestions of the prospective bidders that are found valid and acceptable to the Authority in its sole discretion, a revised version of the RFP and/or draft Concession Agreement may be distributed to the bidders, reflecting the changes that are accepted by the Authority, entirely at the Authority's discretion in accordance with the applicable laws, the SPP Rules and the PPP Act.



- 1.3.7 While the information set out, or referred to, or included by reference in this RFP, has been prepared and included, Authority gives no representation whatsoever that it is update and comprehensive or that it has been independently verified.
- 1.3.8 Authority 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 bidders, and any liability related to such information is hereby expressly disclaimed.
- 1.3.9 Bidders will make an independent assessment of the accuracy and completeness of such information and will have no claim whatsoever against authority with respect to such information.
- 1.3.10 Any proposal submitted in response to this RFP is submitted upon a full understanding and agreement of terms related to **Section 2.1** (*Information for Bidder*) of this RFP and, therefore, the submission of Proposals in response to this RFP would be deemed as acceptance to the said terms.

1.4 AWARD OF CONCESSION

- 1.4.1 It is anticipated that through the competitive selection process, one of the bidder will be selected to become the Preferred Bidder who will then be issued the letter of award (LOA) which shall subsequently enter the Concession Agreement (as the Concessionaire) for the purposes of the Project.
- 1.4.2 Proposals from the prospective Bidders will be evaluated on the basis of the criteria specified in Section 2.7 (*BASIC ELIGIBILITY CRITERIA*) and **Section 2.6** (*Evaluation Criteria*). The Authority intends to select such Bidder as the Preferred Bidder that, *inter alia*, submits a substantial compliant proposal with the lowest and best evaluated bid price (the '**Best Evaluated Bid**').

1.5 STRUCTURE OF THE RFP

- 1.5.1 This RFP contains the following two volumes and their respective appendices and schedules:
 - a. VOLUME 1: INSTRUCTIONS TO BIDDERS; and
 - b. VOLUME 2: DRAFT CONCESSION AGREEMENT

1.6 NO OBLIGATION TO SELECT OR PROCEED

- 1.6.1 Notwithstanding any other section in this RFP, by submission of a proposal by a Bidder, such Bidder and the Bidder's collaborators acknowledges and agrees that:
 - a. the Authority 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 without assigning any reason whatsoever; 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 proposal that, in the sole opinion of the Authority, is incomplete or irregular, contains exceptions or deviations that are unacceptable to the Authority, or contains false or misleading statements, claims, or information, or omits any material information that must be submitted under the RFP by a Bidder or a Bidder's collaborator, or for any other reason whatsoever;

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

1.7 COSTS AND EXPENSES INCURRED BY THE BIDDERS

- 1.7.1 All costs, expenses and liabilities incurred by any Bidder (including all its members of the Consortium, as applicable) in connection with the preparation and submission of the RFP, including the provision of any additional information, attendance at meetings, conducting due diligence, visits to the project site, engagement of bid advisors and contractors etc., and in discussion with the Authority shall be, in each case, borne by the Bidders (including all its consortium members, as applicable).

1.8 DOCUMENTS

- 1.8.1 Bidders must prepare and submit their proposals in full compliance with the requirements of this RFP together with the submission of the documents, forms and instruments required for submission by this RFP.
- 1.8.2 Bidders requiring any clarification regarding the RFP and/or any documents/forms and instruments to be submitted pursuant to the same must notify the Authority, in writing via the SPPRA EPADS and shall also contact Authority in writing, at the address or through email provided in the Data Sheet or raise its enquiries during the Pre-Bid Meeting, not later than five (5) calendar days prior to the proposal submission deadline. The response, including a description of the inquiry but without identifying its source, shall be communicated to Bidders as well as uploaded on the websites of the Authority and PPP Unit.
- 1.8.3 At any time before the submission of proposals, the Authority may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP Document by amendment in accordance with the SPP Rules. The amendment shall be sent in writing to all invited Bidders and shall be binding on them. The amendment shall be published on SPPRA EPADS and/or the respective websites of the Authority and PPP Unit as in the same manner as initially published and the same shall be binding on Bidders. The Authority may, at its sole discretion, extend the deadline for the submission of proposals.



- 1.8.4 Each Bidder (and in case the bidder is a Consortium, the lead member) shall nominate a representative with whom the Authority should liaise with and shall provide such representative's details including designation and all relevant contact details. Legal documentation (e.g. power of attorney, board resolutions and 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.

1.9 SUBMISSION OF THE PROPOSALS

- 1.9.1 The Bidder (or in case of a Consortium, any Consortium Member) shall register itself as a 'SUPPLIER' on the SPPRA EPADS by creating a dedicated account. The Bidder (or in case of a Consortium, any Consortium Member) is responsible for ensuring its compliance with this requirement prior to the submission of its Bid. The submission of Bid shall be in accordance with any instructions set out for 'single stage two envelope' procedure in the Submission Guidelines.
- 1.9.2 The Bidder shall prepare one (1) Technical Proposal and one (1) Financial Proposal comprising the Bid as described in this RFP and submit PDF versions of the Technical Proposal and Financial Proposal clearly entitled as "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL" respectively. The Bidder shall merge all documents as applicable in terms of the Technical Proposal and Financial Proposal, each uploaded separately as a PDF on the SPPRA EPADS, ensuring compliance with the permitted file size and the Submission Guidelines.
- 1.9.3 The technical and financial proposals shall be prepared in indelible ink and shall be signed by the authorized representative of the Bidders. The representative's authorization shall be confirmed by a written power of attorney accompanying the proposals. All pages of the technical and financial proposals shall be initialed by the Bidder's authorized representative and be page numbered, before merging the respective documents as a PDF format.
- 1.9.4 The proposal shall contain no interlineations or overwriting except as necessary to correct errors made by the bidders themselves. Any such corrections shall be initialed by the person signing the proposal.
- 1.9.5 The completed technical and financial proposals shall be delivered on or before the time and date stated in the data sheet, i.e. on or prior to proposal deadline, and the technical proposals will be opened at 13:00 hours on the proposal deadline.
- 1.9.6 The proposals shall be valid for the number of days stated in the data sheet from the date of its submission. During this period, the Bidder shall keep available the professional staff proposed for the Project. The Authority shall make its best effort to complete the procedure at the location stated in the data sheet within this period.
- 1.9.7 In case of a Consortium, a joint bidding agreement shall also be submitted by the Bidders, specifically appointing a lead member of the Consortium.



- 1.9.8 The integrity pact, duly signed by the Authority and the Bidder (in case the of Consortium, each member), shall be submitted along with the Technical Proposal.
- 1.9.9 Either a board resolution or an authority letter, authorizing the person(s) signing the proposal / bid documents on behalf of the Bidder, shall be submitted. In case a Bidder is not a corporate entity, the requisite power of attorney appointing the authorized representative to sign on behalf of the Bidder shall be submitted.
- 1.9.10 Bids shall be submitted electronically by the Bidders via the SPPRA EPADS, except for the original Bid Security which shall be submitted: (a) through courier/express mail; or (b) by hand on or before the Proposal submission deadline at the address indicated in the Data Sheet.
- 1.9.11. Bids must be uploaded to the SPPRA EPADS no later than the Proposal submission deadline in accordance with this RFP.
- 1.9.12. Any delays in submitting the Bid on the SPPRA EPADS by a Bidder shall not be accepted as an excuse for failure to upload its Bid at the proper place and time. It shall be the Bidder's responsibility to ensure timely submission of its Bid in accordance with the SPPRA EPADS and Submission Guidelines.
- 1.9.13. Any Bidder may modify, substitute, or withdraw its Bid after submission and prior to the Bid Submission Deadline in accordance with the requirements of the SPPRA EPADS and Submission Guidelines.
- 1.9.14. The Financial Proposals shall remain secured/unopened on the SPPRA EPADS until the specified date and time of their opening, as communicated in advance by the Authority to the Bidders.

1.10 SELECTION OF THE PREFERRED BIDDER AND ANNOUNCEMENT

- 1.10.1 The TFEC will choose from among the compliant proposals that are technically qualified and offers the lowest and best evaluated bid price (the **Preferred Proposals**), expressed by the sum of payments required by the Bidder as calculated in accordance with **Annexure-G** of this RFP.
- 1.10.2 Once the evaluation of the proposals is completed by the Technical & Financial Evaluation Committee, the Authority shall announce the evaluation results in the form of a report giving reasons for rejection and acceptance of bids (the '**Bid Evaluation Report**'). The Bid Evaluation Report shall be posted on the Authority's and SPPRA EPADS websites at least three (3) Business Days of the issuance of LOI to the Preferred Bidder in accordance with the SPP Rules and PPP Act.

1.11 FINALIZATION OF THE TRANSACTION

- 1.11.1 Once the Preferred Bidder is announced, necessary negotiations will take place to finalize the Concession Agreement provided that such negotiations shall not amend or vary financial and technical aspects on which proposals were invited. After the Preferred Bidder is recommended by the TFEC, the Authority shall issue a letter of intent/ award (the '**Letter of Intent**') to that Preferred Bidder, which shall require that



Preferred Bidder to accept the LOI within fourteen (14) days from its issuance. Issuance of the LOI shall be subject to the necessary approvals of the Competent Authority, i.e., PPP Policy Board, and recommendations of the TFEC.

- 1.11.2 Each Bidder shall provide a scanned copy of Bid Security with its bid (as part of the technical proposal) and hard copy of the Bid Security before the Proposal Deadline at venue specified in the Data Sheet. Such Bid Security shall be required to be valid for an initial period of twenty-eight (28) days beyond the bid validity period. In case of a bid being successful and Bidder submitting such bid being declared the Preferred Bidder and issued an LOI, the Bid Security shall be replaced with the Installation Performance Security prior to the expiry of the Bid Security.
- 1.11.3 Should the Bidder refuse to sign the final version of the Concession Agreement with the Authority in the agreed upon form and content, the Authority shall be entitled to encash the full amount of the Bid Security and retain and use the proceeds at its sole discretion.

1.12 POTENTIAL CHANGES TO OR TERMINATION OF THE CONSULTATION & SELECTION PROCESS

- 1.12.1 The Authority 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 or 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 consultation and selection process in accordance with the SPP Rules. Any addendum will be issued by the Authority in writing and the same will be explicitly identified as an addendum to this RFP.
- 1.12.2 Not Used.
- 1.12.3 If the Authority terminates the consultation and selection process, the Authority 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 Authority considers to be most suitable, which does not exclude the involvement of one or more of the initially selected Preferred Bidder's collaborators.
- 1.12.4 In the event that the Authority rejects or annuls all the proposals, it may, at its discretion, cancel and re-invite fresh proposals or restart the consultation and selection process.
- 1.12.5 The Authority reserves the right to terminate the consultation and selection process at any time prior to the issuance of the Letter of Intent. The Authority shall, upon request by any of the Bidders, communicate to such Bidder, grounds for the cancellation of bidding process, but is not required to justify such grounds.
- 1.12.6 Any proposal submitted in response to this RFP is submitted upon a full understanding and agreement of terms related to this Section 1.12 (*Potential Changes to or Termination of the Consultation and Selection Process*) and, therefore, the



submission of proposals in response to this RFP would be deemed as an acceptance to the said terms.

1.13 NO CONTRACT

- 1.13.1 No contract whatsoever is created by or arises from this RFP (with the exception of the Commitment Form F- 5 found in **ANNEXURE F**), which, under no circumstances, constitutes an offer to enter into a contract with any party whatsoever.
- 1.13.2 The Authority 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 proposal submitted in response to it, or from the consultation and selection process.
- 1.13.3 Any proposal submitted in response to this RFP is submitted upon a full understanding and agreement of terms related to this Section 1.13 (*No Contract*) and therefore the submission of proposals in response to this RFP would be deemed as an acceptance to the said terms.

1.14 NO COLLUSION

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

1.15 PROJECT TEAM

- 1.15.1 The Authority is managing the procurement process and coordinating activities related to, consultation and selection process, legal affairs, communications and the other related issues.
- 1.15.2 The Authority will designate a project manager who will be mandated to oversee the entire work required to be carried out in respect of the Project.
- 1.15.3 Any other person or enterprise that has a contract with the Authority to work on this Project is also ineligible, unless specifically exempted by the Authority.

1.16 NO LOBBYING

- 1.16.1 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 Authority and/or the TFEC at any stage of this RFP process (including during the evaluation process), except as expressly directed or permitted by the Authority, 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.

- 1.16.2 The Authority reserves the right to disqualify any Bidder that, in the Authority's opinion, has engaged in lobbying in connection with this Project.

1.17 NO CLAIMS

- 1.17.1 The Authority 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 proposal or participating in negotiations for the Concession Agreement or any other activity related to or arising out of this RFP.

1.18 NO CONFLICT OF INTEREST

- 1.18.1 There should 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 LOI, it shall immediately notify the Authority in writing of such conflict of interest and the Authority, in its sole discretion, shall 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 Authority shall encash and appropriate the Bid Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority, including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to the Authority 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*:

- 1.18.1.1. 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 5% of its paid up and subscribed capital; or
- 1.18.1.2. a constituent of such Bidder is also a constituent of another Bidder; or
- 1.18.1.3. 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 (1.18.1.1) above); or
- 1.18.1.4. such Bidder has the same legal representative for purposes of this bid as any other Bidder; or
- 1.18.1.5. 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 bid of either or each of the other Bidder; or

- 1.18.1.6. Such Bidder has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.
- 1.18.2 The Authority reserves the right to disqualify any Bidder that in the Authority's opinion has a conflict of interest, whether such conflict exists now or is likely to arise in the future.
- 1.18.3 Any proposal submitted in response to this RFP is submitted upon a full understanding and agreement of terms related to this Section 1.18 (*Conflict of Interest*) and therefore the submission of Proposals in response to this RFP would be deemed as an acceptance to the said terms.

1.19 CONFIDENTIALITY

- 1.19.1. Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the competitive selection process. The Authority will 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 Authority 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 or is to enforce or assert any right or privilege of the statutory entity and/or the Authority.
- 1.19.2. All information supplied by the Authority in connection with the RFP, including the documents shared as a part of the data room, shall be treated as confidential and Bidders shall not, without the prior written consent of the Authority, at any time make use of such information for their own purposes or disclose such information to any person (except as may be required by law). Subject to the terms of this RFP, the RFP Documents shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and submission of the proposal in accordance herewith. The Authority will not return any bid or any information provided along therewith.
- 1.19.3. The RFP and every part of it and all other information provided by or on behalf of the Authority must be treated as private and confidential. Bidders shall not disclose the fact that they have been invited to submit a proposal or release details of the RFP other than on a strictly confidential basis to those parties whom they need to consult for the purposes of preparing the proposal.
- 1.19.4. Bidders shall not at any time release any information concerning the RFP and/or their proposal and/or any related documents and/or any negotiation and/or any discussion with the Authority in this connection for publication in the press or on radio, television, screen or any other medium without the prior written approval of the Authority.



- 1.19.5. Each Bidder undertakes to indemnify the Authority and to keep the Authority 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 1.19 (Confidentiality). Any proposal submitted in response to this RFP is submitted upon a full understanding and agreement of terms of this Section 1.19 (Confidentiality) and therefore the submission of bid in response to this RFP would be deemed as an acceptance to the said terms.

1.20 INSURANCES

- 1.20.1 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 assets, including existing assets, during the Concession Period. All fees, costs and other expenditures relating to such insurances shall be borne by the Concessionaire. Furthermore, the cost for such insurances be included in the Financial Model/ Bid by the Bidders and the Authority shall treat the same as part of the Bid Price.



2. DATA SHEET

2.1 INFORMATION FOR BIDDER

2.1.1 THE PROJECT

Design, Upgrade, Operate, Maintain, and Transfer of Jinnah Postgraduate Medical Center Safety & Security Project under Public-Private Partnership Mode

2.1.2 PROJECT DESCRIPTION

The project involves safety and security services at JPMC for a period of 5½ years, including six (6) months Installation Period. Detailed project description is mentioned in ANNEXURE B, C and D.

2.1.3 PRE-BID CONFERENCE

2.1.3.1 The pre-bid conference will be held at _____

VENUE: Public Private Partnership Node, Health Department, Government of Sindh, Women Resource Centre, Near Naval Height, Kala Pul , Karachi.

DATE: 26th May 2025

TIME: 15:00 hours *PST*

CONTACT PERSON: Nadir Hussain Askary
Assistant Director, Finance &
Administration, Public-Private
Partnership Node, Health Department
(0333 7572997)

2.1.3.2 All such queries and clarification bearing reference of the project shall be delivered at:

ATTENTION: Director PPP (Node), Health Department

ADDRESS: Public Private Partnership Node, Health Department,
Government of Sindh, Women Resource Centre, Near
Naval Height, Kala Pul, Karachi.

Email: info.p3proc@gmail.com

2.1.3.3 Queries and clarifications relating to the pre-bid conference on the technical matters, matters relating to the RFP and the pre-bid conference on financial and technical matters, shall be submitted in writing latest by 25th May 2025.



2.1.3.4 It shall be assumed by the Authority that subsequent to the pre-bid conference on the technical, RFP and financial matters, all the queries, comments and concerns of the Bidders have been addressed and answered to the full satisfaction of all the Bidders. Furthermore, any proposal submitted in response to this RFP is submitted upon a full understanding and agreement of terms related to this Section 2.1.3 (*Pre-Bid Conference*) and, therefore, the submission of proposals in response to this RFP would be deemed as an acceptance to the said terms.

2.1.3.5 The Authority, however, reserves the right to call any additional pre-bid conferences, if it so desires to

2.1.4 PROJECT LIAISON

2.1.4.1 The contact detail for the primary persons designated for this RFP are:

ATTENTION : DIRECTOR, PPP NODE, HEALTH DEPARTMENT.
GOVERNMENT OF SINDH
PHONE : (92) (21) (99223740)
ADDRESS : Public Private Partnership Node, Health Department,
Government of Sindh, Women Resource Centre,
Near Naval Height, Kala Pul, Karachi.
Email : info.p3proc@gmail.com

Note: Prospective Bidders intending to visit the Project's physical location may contact the Authority by email at least three (3) Business Days before the proposed visit plan. In response, the Authority shall confirm the approved visit schedule and the focal persons nominated for assisting the prospective bidders during the requested visit plan.

2.1.5 BID SUBMISSION: TIME AND PLACE OF DELIVERY

Electronic bids shall be submitted no later than 12:00 hours PST on 12th June 2025 using the SPPRA EPADS, i.e., <https://portalsindh.eprocure.gov.pk/>. The SPPRA Guidelines for submission of bids are available on <https://tiny.cc/HD>. Bidders shall submit hard copy of the Bid Security in a sealed envelope no later than the proposal deadline at the address specified under Section 2.1.4.1.

Bidders are responsible to ensure submitting their proposals, including hard copy of the Bid Security, within the stipulated date, time, and mode specified in Section 2.1.5.

2.1.6 The Bidder shall prepare one (1) Technical Proposal and one (1) Financial Proposal comprising the Bid as described in this RFP and submit PDF versions of the Technical Proposal and Financial Proposal clearly entitled as "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL" respectively. The Bidder shall merge all documents as applicable in terms of the Technical Proposal



and Financial Proposal, each uploaded separately as a PDF on the SPPRA EPADS, ensuring compliance with the permitted file size and the Submission Guidelines.

- 2.1.7 Each page of the bid submitted in response to this RFP, and all documents submitted pursuant to this RFP are duly signed / initialed by the authorized signatories of the prospective Bidder along with its stamp or the lead member of the Consortium along with its stamp, as the case may be.
- 2.1.8 Each page of the bid submitted in response to this RFP, is correctly numbered in ascending order.

2.2 BID VALIDITY

- 2.2.1 The bid shall remain valid and open for acceptance for the bid validity period of 90 days from the proposal deadline, as may be extended in accordance with the SPP Rules. In exceptional circumstance, prior to expiry of the original bid validity period, the Authority may request Bidders to grant a specified extension, up to the original bid validity period, in the period of validity. This request and the response thereto shall be made in writing through SPPRA EPADS.
- 2.2.2 A Bidder may refuse the afore-stated the Authority request and can claim for return of its Bid Security. A Bidder agreeing to the Authority's request will extend the validity of its Bid Security correspondingly.

2.3 OPENING OF THE PROPOSALS

- 2.3.1 The TFEC will open the proposals at the Committee room of P&D Board, second floor, Tughlaq house, Sindh Secretariat, Karachi, in the presence of Bidders or their authorized representatives who choose to attend, at a bid opening meeting one hour after the proposal deadline, i.e., 12th June 2025 at 13:00 hours PST. The Bidders' representatives who are present shall sign a register in evidence of their attendance.
- 2.3.2 The Authority will examine the proposals to determine whether they are complete and responsive in all aspects.
- 2.3.3 The Authority shall prepare detailed minutes of the bid opening for transparency and its own record in accordance with applicable laws.
- 2.3.4 The Bidder's names and other relevant details, as the Authority, at its discretion, may consider appropriate, will be announced at the bid opening.
- 2.3.5 Any effort by a Bidder to influence the Authority in the process of examination, clarification, comparison and evaluation of proposals, or decisions concerning award of a Concession, will result in the rejection of that Bidder's proposal, including forfeiture of the Bid Security.

2.4 TECHNICAL AND FINANCIAL EVALUATION COMMITTEE (TFEC)

- 2.4.1 The proposals will be evaluated by TFEC constituted in accordance with applicable laws. The TFEC will select such Bidder as the Preferred Bidder, who quoted the



lowest bid price, provided that it technically qualifies, and its bid is a compliant proposal following the terms and conditions set out in the RFP.

2.5 PROPOSAL EVALUATION PROCESS

2.5.1 TECHNICAL EVALUATION

The technical bids will be evaluated initially with respect to basic eligibility criteria as set out in Section 2.7. Technical bids will be evaluated against the technical evaluation criteria as set in this RFP. The Bidders achieving a minimum score of 70, or above shall be considered as technically qualified for the opening of financial bids. The Bidders who fail to qualify the criteria set out under Sections 2.6 to 2.8 will be returned their Bid Security in accordance with the SPP Rules.

2.5.2 FINANCIAL EVALUATION

Financial Bids of technically qualified Bidders shall be opened in the presence of Bidders and evaluated by TFEC. Lowest and best evaluated bids shall be considered for issuance of letter of award / contract.

2.6 EVALUATION CRITERIA

- 2.6.1 The TFEC shall carry out its evaluation, applying the evaluation criteria and point system specified below. Each responsive technical proposal shall be attributed to a score out of a total of 100 points.
- 2.6.2 After complete evaluation of technical proposals, the financial proposals of the bidders technically qualifying the criteria shall be evaluated. This qualification shall be based on the Bidder achieving a minimum technical score of **70 (seventy)**.
- 2.6.3 The TFEC will recommend to the Authority that Bidder as the Preferred Bidder, who quoted the lowest bid price provided that it technically qualifies and provided that the proposal is a compliant proposal.
- 2.6.4 The proposal must be submitted in accordance with the provisions at the place and by the deadline specified in Section 2.1.5.
- 2.6.5 The commitment form must be signed by the Bidder and its proposed key professional/Key Individual staff as part of the evaluation criteria.
- 2.6.6 Duly passed resolutions/ if applicable, giving the representative of the Bidder (and each of its members, in case of a Consortium) signing authority must accompany the proposal. In case a Bidder is not a corporate entity, the requisite power of attorney appointing the authorized representative to sign on behalf of the Bidder shall be provided.
- 2.6.7 The declaration, in form and substance attached hereto as **FORM F-6 OF ANNEXURE F**, with no amendments or changes thereto, must be signed by the Bidder's (in the case of Consortium, each member's) authorized representative.



- 2.6.8 The Bidders must provide the Bid Security with the technical proposal submitted described in Section 3.2 (*Bid Security*). The Bid Security submitted in the form of financial bank guarantee shall be written in English, and must be fully compliant with the form and substance attached hereto as **FORM F-3 OF ANNEXURE F**.
- 2.6.9 Any other errors or omissions in a proposal will not result in its automatic rejection. The TFEC reserves the right to ask Bidders to correct any errors or omissions in their proposals, by way of clarification(s) and/or presentation(s), in their proposal, to the TFEC's satisfaction, within the time limits specified in the request.
- 2.6.10 COMMERCIAL COMPLIANCE
- 2.6.10.1. In case the Bidder is a Consortium, once the proposal is submitted, the Bidder must be bound by a joint bidding agreement.
- 2.6.10.2. The Preferred Bidder must be an incorporated body or another type of legal entity.
- 2.6.10.3. The proposal must contain a detailed description of the Bidder, as specified in Section 3.1 (*Information Concerning the Bidders*).
- 2.6.10.4. Participants and key individuals (as defined above) 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.
- 2.6.10.5. Proposals must not be conditional.
- 2.6.11 A financial proposal must meet the following requirements in order to be considered as a compliant proposal:
- 2.6.11.1 The financial model/ financial bid:
- Provides composition of different costs on periodic basis i.e. on Quarterly basis;
 - Is consistent with the technical proposal and as per the "Guidelines to the Bidders for Preparation of the Financial Model" mentioned in the RFP.
- 2.6.11.2 The Bidder shall ensure that the contemplated annuity payments are sufficient to support reasonable fluctuations in the main risks of the cost of the project (e.g. inflation, O&M costs, etc.) within the Bid Price.

2.7 BASIC ELIGIBILITY CRITERIA

- **Registration with Pakistan Engineering Council (PEC)**



Registration with Pakistan Engineering Council is mandatory. In the case of a Consortium, the PEC registration of any firm of Consortium shall be required. Valid PEC registration certificates to be attached. The firm must be registered with PEC IN C2 with following codes.

- **EE02, EE03, EE04, EE06, EE07, EE08, EE09, EE10, EE11**

➤ **Registration with ISO**

The bidder should be registered with International Organization for Standardization in the following:

- **ISO 9001 for Quality Management Service Or HIPPA**
(in case of a Consortium, any member of Consortium)
- **ISO 27001 for Information Security Management**
(in case of a Consortium, any member of Consortium)

➤ **Year of Establishment**

The bidder (in case of a Consortium, all the members) must be in same business for at least last Five (05) years from the bid submission deadline

➤ **Registration with Regulatory Authorities**

The Bidder (in case of a Consortium, all the members) must possess valid registration certificate, in accordance with applicable laws, from income tax authority (i.e. the NTN certificate) and Sindh Revenue Board (SRB), if applicable. Each Bidder and its members (in case of Consortium) shall be an active filer of income tax and sales tax as applicable.

In case if a Bidder is a Consortium, all members of the consortium must meet the criterion.

In case if the Bidder or any member of the Consortium is exempt from payment of income tax, then a valid supporting document (i.e. NTN exemption certificate) should be submitted along with the bid.

The Bidder (in case of a Consortium, all the members) must submit constituent documents in accordance with applicable laws (Valid NTN certificate and tax returns filed for last three years to be attached and SRB certificate, if applicable).

➤ **Affidavit for government owned legal entities**

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

(Bidders who are government owned legal enterprise or institution shall also submit an additional/separate affidavit confirming that they are legally and financially autonomous and operating under commercial law);

➤ **Registration with APSAA (All Pakistan Security Agencies Association)**



In the case of a consortium, at least one member must have been a member of APSAA for a minimum period of three years. This requirement also applies to single bidders.

The Bidder shall provide a valid certificate of membership from APSAA and also previous certificates as part of the technical proposal.

➤ **Financial Strength**

The Bidder (in the case of a Consortium, any one of the Consortium Member alone) shall have a Net Worth of at least Pak Rupees hundred (100) million or above at the end of each year for the last two (2) financial years. The bidder shall provide audited financial statements, duly certified by a certified chartered accountant, for the most recent two (2) financial years for which such statements are available, including the consolidated balance sheet, income statement, statement of cash flows, and the accompanying notes.

➤ **No conflict of interest**

The Bidder shall not have any conflict of interest.

“**Conflict of interest**” means:

Where the Bidder provides, or could provide, or could be perceived as providing biased professional advice to the authority to obtain an undue benefit for himself or those affiliated with him;

Receiving or giving any remuneration directly or indirectly in connection with the project except as provided in the RFP;

Any engagement in consulting or other procurement activities of a Bidder that conflicts with his role or relationship with the authority under the Project;

Where an official of the authority 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 or in case of a Consortium, all members of the consortium shall submit an affidavit for non-conflict)

Relevant Form: **ANNEXURE F (Form F-4 Affidavit)**

➤ **Non- blacklisting**

The Bidder shall not be blacklisted.

“**Blacklisting**” means barring a bidder from participating in any future procurement proceedings by the authority or any governmental entity.

Bidders or in case of a consortium, all members of the Consortium) shall submit an affidavit for non-blacklisting.

Relevant Form: **ANNEXURE F (Form F-4 Affidavit)**

➤ **Litigation History**



All pending litigation against the bidder shall in total not represent more than fifty (50) % of the Bidder's net worth and shall be resolved against the Bidder.

(The Bidders (in case of Consortium, all members of the Consortium) shall provide details of the litigation or the Bidder (in case of consortium, all members of the Consortium) shall submit an affidavit in case of no litigation on Rs. 100 Stamp paper attested by notary public.

Relevant Form: **ANNEXURE F (Form F-4 Affidavit)**

➤ **History of Non-Performing Contracts**

Any non-performance of a contract by a Bidder should not occur in a period of three (3) years prior to proposal deadline based on all information on fully settled disputes or 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 Bidders have been exhausted.

The Bidders (in case of Consortium, all members of the Consortium) shall provide details of such non-performance of contracts or shall submit an affidavit in case if not applicable on Rs. 100 stamp paper attested by notary public.

Relevant Form: **ANNEXURE F (Form F-4 Affidavit)**

➤ **Failure to Sign Contracts**

The Bidder has not failed to sign a contract during the last year.

The Bidders (in case of Consortium, all members of the Consortium) shall provide details of such failure to sign contracts or the Bidder (in case of Consortium, all members of the Consortium) shall submit an affidavit in case if not applicable on Rs. 100 stamp paper attested by notary public.

Relevant Form: **ANNEXURE F (Form F-4 Affidavit)**

➤ **Security Management & Emergency/Crisis Management Policies**

The Bidders shall submit copy of their security management & emergency/crisis management policies. The security management & emergency/crisis management policies may at least include risk assessment and crisis management plan to cater the patients' and hospital safety in emergencies.

In case of a Bidder who is a Consortium, one member of the Consortium must meet the criterion.

2.8 SCORING CRITERIA

The evaluation criteria of the technical proposal and financial proposal shall be held under the Single Stage Two Envelope Method. The technical proposal of only those Bidders shall be considered who meet the basic eligibility criteria set forth in Section 2.7. The total score of the technical evaluation shall be one hundred (100).



Technical score shall be calculated as follows:

Serial No.	Category/ Criteria	Weightage/ Marks
1.	Relevant experience	45
2.	Team composition	15
3.	Financial capability	20
4.	Project methodology	20
	Total	100

2.9 TECHNICAL EVALUATION

The technical proposals opening shall be held at the time, date and venue as specified in Section 2 (*DATA SHEET*).

The technical proposal will be evaluated on the basis of criteria specified under Sections 2.7 (*BASIC ELIGIBILITY CRITERIA*) and 2.8 (*SCORING CRITERIA*)

Technical proposal of bidders meeting the basic eligibility criteria shall be considered and assessed.

The Bidders securing at least Fifty (50) percentage of marks or more in each Criteria/ Category, as listed/ tabulated above, and securing Seventy (70) marks or more in the overall Technical Evaluation shall qualify for further consideration. Financial proposals of those Bidders who secure less than seventy (70) marks shall be returned to the respective Bidders without any consideration.

1. TFEC shall attribute a technical score to responsive Technical Proposals in accordance with Section 2.9 below.

Following documents shall be evaluated (only for those Bidders who clear all mandatory requirements) on the basis of points as detailed below. Financial proposal of only those Bidders shall be opened which obtains at least 70% overall qualifying points out of 100 maximum points. The following information shall be presented in an orderly manner and no extra/ additional information is required so as to facilitate efficient evaluation: -

Relevant Experience	45 Marks
Relevant IT Experience	Max marks 25
Bidder should have relevant experience of supply, installations & configurations of following system executed during last Ten years. In case of a Bidder who is a Consortium, one member of the Consortium must meet the criterion.	



<p>1. IT INFRASTRUCTURE.</p> <p>High-Scale Project (4 Marks for one project + 1 Mark for additional project with Max 5 Marks): Experience of IT infrastructure essential to provide all IT System services required in the RFP including Optical Fiber Cabling (OFC) Network deployment of min. 2.5km in hospitals or universities or residential or industrial areas or airports; and/ or</p> <p>Medium-Scale Project (2 Marks for one project + 1 Mark for additional project with Max 3 Marks): Experience of IT infrastructure essential to provide all IT System services required in the RFP including OFC Network deployment of min. 1.5km in hospitals or universities or residential or industrial areas or airports; and/ or</p> <p>Small-Scale Project (1 Mark per Project up to Max 2 Marks): Experience of IT infrastructure essential to provide all IT System services required in the RFP including OFC Network deployment of min. 1km in hospitals, universities, residential or industrial areas or airports.</p>	5
<p>2. CCTV CAMERAS</p> <p>High-Scale Project (4 Marks for one project + 1 Mark for additional project with Max 5 Marks): Installation and maintenance of at least 300 CCTV cameras in facilities like hospitals or universities or colleges or corporate campuses or factories or malls or airports or regional transportation hubs with high security demands; and/ or</p> <p>Medium-Scale Project (2 Marks for one project + 1 Mark for additional project with Max 3 Marks): Installation and maintenance of 150-299 CCTV cameras in facilities like hospitals or universities or colleges or corporate campuses or factories or malls or airports or regional transportation hubs with high security demands; and/ or</p> <p>Small-Scale Project (1 Mark per Project up to Max 2 Marks): Installation and maintenance of 100-149 CCTV cameras in facilities like hospitals or universities or colleges or corporate campuses or factories or malls or airports or regional transportation hubs with high security demands.</p>	5
<p>3. BABY TAGGING SYSTEM</p> <p>High-Scale Project (05 Marks): Managing a baby tagging system with at least 200 tags per month in hospitals; and/ or</p> <p>Medium-Scale Project (03 Marks): Managing a baby tagging system with 100-199 tags per month in hospitals; and/ or</p> <p>Small-Scale Project (01 Marks): Managing a baby tagging system with at least 99 tags per month in hospitals.</p>	5
<p>4. COMMAND AND CONTROL ROOM</p> <p>High-Scale Project (4 Marks for one project + 1 Mark for additional project with Max 5 Marks): Establishment, and Operationalization of Central Command and control</p>	5



room with Video Wall (3x3) in hospitals or universities or Banks or malls or airports; and/ or	
Medium-Scale Project (2 Marks for one project + 1 Mark for additional mark with Max 3 Marks): Establishment, and Operationalization of Central Command and control room with Video Wall (2x2) in hospitals or universities or banks or malls or airports.	
5. FIRE ALARM SYSTEM	5
<p>High-Scale Project (4 Marks for one project + 1 Mark for additional project with Max 5 Marks): Managing a fire alarm system with a minimum of 150 detectors in hospitals or universities or colleges or corporate campuses or factories or malls or airports or regional transportation hubs with high security demands; and/ or</p> <p>Medium-Scale Project (2 Marks for one project + 1 Mark for additional project with Max 3 Marks): Managing a fire alarm system with a minimum of 100 – 150 detectors in hospitals or universities or colleges or corporate campuses or factories or malls or airports or regional transportation hubs with high security demands; and/ or</p> <p>Small-Scale Project (1 Mark per Project up to Max 2 Marks): Managing a fire alarm system with a minimum 50 detectors in hospitals or universities or colleges or corporate campuses or factories or malls or airports or regional transportation hubs with high security demands.</p>	
Relevant Operation & Management Experience	Max marks 10
<p>The bidder must have direct experience in providing Operation and Management services for projects. Bidder must submit details of the Operation and Management activities performed on projects. The following services would qualify as relevant direct management experience:</p> <p>In case of a Bidder who is a Consortium, one member of the Consortium must meet the criterion.</p>	
1. VISITOR MANAGEMENT:	5
<p>High-Scale Project (4 Marks for one project + 1 Mark for additional project with Max 5 Marks): Contracts of Visitors management executed / In hand for a minimum of 1,500 Visitors / Day in facilities like hospitals or universities or colleges or corporate campuses or factories or malls or airports or regional transportation hubs with high security demands; and/ or</p> <p>Medium-Scale Project (2 Marks for one project + 1 Mark for additional project with Max 3 Marks): Contracts of Visitors management executed / In hand (under one roof) for a minimum of 1,000 – 1499 Visitors / Day in facilities like hospitals or universities or colleges or corporate campuses or factories or malls or airports or regional transportation hubs with high security demands; and/ or</p> <p>Small-Scale Project (1 Marks + 1 Mark per Project, up to 3 Marks): Contracts of Visitors management executed / In hand (under one roof) for a minimum of 500 – 999</p>	



Visitors / Day in facilities like hospitals or universities or colleges or corporate campuses or factories or malls or airports or regional transportation hubs with high security demands.	
2. PARKING MANAGEMENT: High-Scale Project (3 Marks + 1 Mark per Project, up to 5 Marks): Contracts of Parking management executed / In hand for a minimum of 300 Cars in facilities like hospitals or universities or colleges or corporate campuses or factories or malls or airports or regional transportation hubs with high security demands; and/ or Medium-Scale Project (2 Marks for one project + 1 Mark for additional project with Max 3 Marks): Contracts of Parking management executed / In hand (under one roof) for a minimum of 200-299 Cars in facilities like hospitals or universities or colleges or corporate campuses or factories or malls or airports or regional transportation hubs with high security demands; and/ or Small-Scale Project (1 Mark per Project, up to 2 Marks): Contracts of Parking management executed / In hand (under one roof) for a minimum of 100 - 199 Cars in facilities like hospitals or universities or colleges or corporate campuses or factories or malls or airports or regional transportation hubs with high security demands.	5
Relevant Experience of Guards Services	Max marks 10
<p>In case of a Bidder who is a Consortium, one member of the Consortium must meet the criterion.</p> <p>High-Scale Project (7 Marks for one project + 3 Mark per Project, up to 10 Marks): Bidder must have at least three ongoing contracts (started from last six months) or completed contracts (of at least 60 guards) in organizations at the time of bidding or during the last ten (10) years.</p> <p>Medium-Scale Project (5 Marks for one project + 2 Mark for additional project with Max 7 Marks): Bidder must have at least three ongoing contracts (started from last six months) or completed contracts (of at least 40 guards) in organizations (out of which at least one at hospitals) at the time of bidding or during the last ten (10) years.</p> <p>Small-Scale Project (2 Mark per Project, up to 4 Marks): Bidder must have at least three ongoing contracts from last six months or completed contracts (of at least 30 guards) in organizations (out of which at least one at hospitals) at the time of bidding or during the last ten (10) years.</p>	10
Team Composition	Max marks 15



2. Key Professional Staff The Bidders shall attach CV of the relevant professionals and expert for each of the subcategory. (Maximum Marks = 15)	A. Core Team		10
	Project Head	04 Marks	
	IT Specialist	03 Marks	
	Admin & HR	03 Marks	
	B. Security Staff		05
	Security Head	3 Marks	
	Security Supervisor	2 Marks	
SUB TOTAL – II			15

The weight age points given to evaluate sub-criteria for qualifications and competence of key professional staff are:

Key Professional Management Staff	Required Credentials and Scoring	
Project Head (4 Marks) CV for 1 professional is required	Minimum Qualification MBA or Masters in project management or equivalent (01 Mark)	
	Relevant Experience	
	7 years to 10 years	01 Mark
	More than 10 years to 15 years	02 Marks
	More than 15 years	03 Marks
IT Specialist (3 Marks) CV for 1 professional is required	Minimum Qualification BS-IT or BS-CS or equivalent (01 Mark)	
	Relevant Experience	
	4 years to 5 years	1 Mark
	5 years to 8 years	1.5 Marks
	More than 8 years	2 Marks
Admin Manager (3 Marks) CV for 1 professional is required	Minimum Qualification: MBA or equivalent (01 Mark)	
	Relevant experience:	
	5 years to 8 years	1 Mark
	More than 8 years	2 Marks



Key Professional Security Staff	Required Credentials and Scoring	
Security Head (3 Marks) (CV for 1 professional is required along with experience documents)	Minimum Qualification: Graduate Ex-Army officer with at least the rank of Colonel or equivalent, with age less than 60 years (01 Mark)	
	Relevant Experience	
	5years experience in Civil/ Private Sector	1.5 Marks
Security Supervisor (2 Marks) (CV for 2 professionals is required along with supporting documents)	Minimum Qualification Intermediate – Ex-Army personnel with at least the rank of JCO (0.5 Mark)	
	Relevant Experience	
	5years experience in Civil/ Private Sector	01 Mark
	More than 5years experience in Civil/ Private Sector	1.5 Marks
<p><i>Note: For verification of the credentials of the experts presented in the bids by the Bidders, the Authority may require appointment letter, educational documents, or other satisfactory documentary evidence from the Bidders during the evaluation of the bids.</i></p> <p><i>For participants and key individuals who are not employees of the bidder, the bidder must complete and sign the commitment form, with no amendments or changes thereto</i></p>		

Financial Capability	Max marks
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<p>Financial Capability</p> <p>The bidders (in case of a consortium, any one member of the consortium) shall attach audited financial statements for the last three years.</p> <p>(Maximum Marks = 20)</p>	<p>A. Average annual turnover (for the last 03 years)</p> <p>The bidder shall have an average annual turnover for last three (03) years as reflected in the annual audited financial statement will be examined.</p> <p><u>Average Annual Turnover of:</u></p> <p>Above PKR 150 million and below PKR 250 million 10 marks</p> <p>Above PKR 250 million and below PKR 500 million 15 marks</p> <p>Above PKR 500 million 20marks</p> <p><i>Note: In case of a consortium, financial statements of respective member of Consortium will be considered for evaluation and scoring.</i></p>	<p>20</p>
<p>SUB TOTAL – III</p>		<p>20</p>



Project Methodology		Max marks
<p>The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TORs and ability to translate them into a feasible working plan. <i>(Note that, 'Proposed Methodology' presented by any Bidder in its Technical Proposal, shall not be more than 8,000 words.)</i></p>		
<p>Understanding of the Assignment and Proposed Methodology and Key Performance Indicators (KPIs)</p> <p>The Bidders shall submit the work methodology covering the required parameters shown in the table. Individual points shall be allocated based on the work methodology submitted by the Bidders.</p> <p>(Maximum Marks = 20)</p>	<p>i. Work plan for deployment and management of security system infrastructure including optical fiber, network cable, power cable and network accessories to integrate electronic security systems.</p>	2
	<p>ii. Work Plan for establishment and Operations of Command-and-Control Room.</p>	2
	<p>iii. Work plan for deployment and operations of CCTV system, artificial intelligent system, access control system and body worn cameras.</p>	2
	<p>iv. Work plan for baby tagging system.</p>	2
	<p>v. Work plan for fire safety system.</p>	2
	<p>vi. Work plan for management of subversive activity threats.</p>	2
	<p>vii. Work Plan for Quality System Management</p>	2
	<p>viii. Work plan for public address and PABX telephone communication system.</p>	2
	<p>ix. Work plan for management and operations of management staff and security staff.</p>	2
	<p>x. Crisis management policies</p>	2
SUB TOTAL – IV		20



2.10 FINANCIAL EVALUATION:

The TFEC will recommend to the Authority such Bidder as the Preferred Bidder who quoted the lowest bid price (as calculated in accordance with **Annexure-G**), provided that the Bidder technically qualifies and provided that the bid is a compliant proposal.

2.11 OTHER CONSIDERATIONS

- 2.11.1. The proposals must not be qualified, in any way whatsoever, apart from as allowed under the RFP and must be submitted strictly in accordance with this RFP.
- 2.11.2. All proposals and other supporting documents shall be typed in the English language and state all monetary amounts in Pakistani Rupees (PKR)
- 2.11.3. The proposals must be signed by the authorized signatory of the bidder and where applicable, each consortium member, signing under a power of attorney, substantially in the form specified in **FORM F-7 OF ANNEXURE F**, a copy of which is to be provided with the technical proposal.
- 2.11.4. The bid must also accompany a board resolution or an authority letter, in the form specified in **FORM F-7 OF ANNEXURE F**, authorizing 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 authorized representative on behalf of the bidder to sign the bid documents shall be provided.

2.12 CLARIFICATION OF PROPOSALS

- 2.12.1. No bidder shall be allowed to alter or modify his bid(s) after the expiry of deadline for the receipt of the bids: Provided that the TFEC may ask the bidders for clarifications needed to evaluate the bids. No change in the price or scope of the originally offered bids shall be sought or accepted, except for the correction of the arithmetic error and to understand the bidder's intentions for a decision on its responsiveness.
- 2.12.2. Except upon invitation and request from the TFEC, no additional information may be submitted by a Bidder after the proposal deadline. The TFEC will have no obligation to request a bidder to provide missing or deficient information.
- 2.12.3. Any proposals submitted in response to this RFP is submitted upon a full understanding and agreement of terms of this Section 2.12 (*Clarification of Proposals*) and, therefore, the submission of proposals in response to this RFP would be deemed as an acceptance to the said terms.

2.13 SELECTION OF PREFERRED BIDDER

- 2.13.1. The TFEC will recommend to the Authority the selected Preferred Bidder and the contact person nominated by the authority will advise all bidders in writing of the TFEC's recommendation.



- 2.13.2. Any proposal submitted in response to this RFP is submitted upon a full understanding and agreement of terms of this Section 2.13 (*Selection of Preferred Bidder*) and, therefore, the submission of proposals in response to this RFP would be deemed as an acceptance to the aforesaid terms.

2.14 RIGHT TO NEGOTIATE

- 2.14.1. Subject to the requirement of the SPPRA Rules and the PPP Act, after selection of the preferred bidder, the authority reserves the right to negotiate changes to the proposal or to any of the terms of the concession agreement, in accordance with applicable laws, provided however, the preferred bidder will not be entitled to initiate changes to its proposal, or to the concession agreement, except as set out and described in its proposal and agreed upon by the authority in writing before the bid submission deadline .
- 2.14.2. Any proposals submitted in response to this RFP is submitted upon a full understanding and agreement of terms of this Section 2.14 (*Right to Negotiate*) and, therefore, the submission of proposals in response to this RFP would be deemed as an acceptance to the aforesaid terms.



3. STANDARD PROPOSAL FORMS

3.1 INFORMATION CONCERNING THE BIDDERS

3.1.1 DESCRIPTION OF THE BIDDER

Each bidder must provide the following information:

- a. A detailed description of the bidder, including:
 - Legal name;
 - Complete head office contact information, including mailing address, telephone and fax numbers, and an e-mail address;
 - Incorporation details, including corporate charter, articles of incorporation, 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 proposal. the joint bidding agreement to be submitted along with the proposal, shall, *inter alia*:
 - mention date and place of signing;
 - convey the intent to enter into the concession agreement and subsequently perform all the obligations of the concessionaire in terms of the concession agreement, in case the project is awarded to the consortium;
 - clearly outline the proposed roles and responsibilities, if any, of lead member and other members (including each Member);
 - 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 in accordance with the Concession Agreement; and
 - Except as provided under this RFP, there shall not be any amendment to the joint bidding agreement after the proposal deadline.
- 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 concession period. further, in case of a single bidder (not a consortium), the bidder shall not, express with the prior written consent of the authority, sell, transfer, convey or otherwise dispose its direct and / or indirect right obtained by undertaking the project.
- d. Annual audited financial statements for the past three (3) years of the bidder and the bidder (in the case of a Consortium, any one of the Consortium Member alone).



- 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 authority by the bidder in any manner whatsoever.

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 bidders 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 bidder's proposal, 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 proposal.

3.2 BID SECURITY

- 3.2.1 A Proposal submitted by each Bidder must be accompanied by a bid security as part of the technical proposal in an amount equal to PKR 21 million, in Pakistani Rupees, which shall remain valid for a period of at least ninety (90) days plus twenty-eight (28) days beyond the original bid validity period making it total of one hundred eighteen (118) days from the proposal deadline. Bid security can either be in the form of a pay order or demand draft or bank guarantee issued by a scheduled commercial bank operating in Pakistan acceptable to the authority. The bid security, in case of a bank guarantee, must be in a form and substance as attached hereto as **FORM F-3 OF ANNEXURE F**.
- 3.2.2 The bid security submitted by the bidders shall be returned to the unsuccessful bidders upon signing of the concession agreement or upon the expiry of the validity period of the bid security.
- 3.2.3 Any Bid not accompanied by the required bid security, or accompanied by a bid security in an amount less than that required or other than in the form of a commercial bank guarantee or any other form, specified above, or from a commercial bank not acceptable to the authority or from a commercial bank that does not have a minimum credit rating of at least 'AA-' as rated by JCR VIS or an equivalent rating by PACRA or in the form as required by this RFP



shall be, in each case, rejected by the authority 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// performance security (as applicable) may be encashed by the authority in the following circumstances:

a. In the case, if a Bidder:

- requests to withdraw its bid after opening but within the bid validity period;
- does not accept the correction of the quoted amount following the correction of arithmetic errors;
- has been found black listed by any agency of Federal or Provincial Government.

b. In the case of a successful bidder, if it fails within the specified times to:

- Comply with the instructions laid down in the letter of intent within the time period stipulated therein;
- furnish the necessary performance security when required;
- sign the concession agreement.

3.3 INFORMATION CONCERNING THE DEVELOPMENT OF THE TECHNICAL PROPOSAL

- 3.3.1 Technical proposals submitted by bidders must contain all of the items specified in this RFP (including Section 3.5 (*List of Standard Proposed Technical Forms*)) and must adhere to the format described herein. In addition, bidders must ensure that their technical proposal is consistent with their financial proposal.
- 3.3.2 The technical proposal will provide the authority with the means for assessing the bidder's ability to comply with the technical specifications issued in this RFP. Bidder's disclosure of bid price within the technical proposal shall tantamount to declare the bid as non-responsive.
- 3.3.3 The Bid shall comprise a Technical Proposal, containing the documents listed in Section 3.5 of this RFP, and a Financial Proposal, as per Annexure G of this RFP, each submitted simultaneously through SPPRA EPADS in the manner prescribed in the Submission Guidelines.

3.4 INFORMATION CONCERNING THE DEVELOPMENT OF THE FINANCIAL PROPOSAL

The financial bid shall be provided in accordance with the format attached as ANNEXURE G (financial bid format) on the bid submission date.

Under no circumstances shall the GoS consider/accept a conditional bid.

The financial bid shall also include a fully functional, non-restricted, dynamically linked financial model in excel spreadsheet form in accordance with requirements of this RFP.



3.5 LIST OF STANDARD PROPOSAL FORMS

The standard forms for the technical proposal are provided in Annexure F.

- FORM – F-1 Basic Information Form
- FORM – F-2 Technical Bid Submission Form
- FORM – F-3 Form of Bid Security
- FORM – F-4 Affidavit
- FORM – F-5 Commitment Form
- FORM – F-6 Declaration
- FORM – F-7 Power of Attorneys
- FORM – F-8 Integrity Pact
- FORM – F-9 Key Personnel and CVs of proposed experts

The standard forms for the financial proposal are provided in Annexure F.

- FORM – F-10 Financial Bid Submission Form

Any additional information that the bidder may consider to be necessary for proposal.

The above form (Financial Bid Submission Form in MS Excel) can be downloaded from the websites of the Authority and PPP Unit. Bidders are required to use and fill in the forms available at the aforementioned websites. Once filled, the Bidder shall make the relevant Microsoft Excel file accessible to Authority *via* an unrestricted link shared by a Bidder in its Letter of Financial Proposal. Bidders are additionally required to export the relevant Microsoft Excel file in PDF and submit it with the Financial Proposal *via* the SPPRA EPADS; provided, that, in case of any discrepancies between the Microsoft Excel file and the PDF of the Financial Model, the latter shall prevail;



4. PROJECT SCOPE OVERVIEW / TERMS OF REFERENCE

4.1 PROJECT TERM AND PARTIES

4.1.1. PARTIES

The draft concession agreement governs the rights and obligations of both the GoS and the concessionaire. It will be signed between the GoS and the concessionaire at the conclusion of the competitive selection process.

4.1.2. TERM

The concession period will, unless specified otherwise in the draft concession agreement, commence from the effective date and will continue until the transfer date. The concession period is contemplated to include a six (6) month period to achieve substantial completion and a five (05) year operations period, as more particularly defined in the draft concession agreement.

4.2 PARTIES

- 4.2.1. The concessionaire shall enjoy the right of way and the structures designed and built by it for the concession period. On the transfer date, ownership of inter alia the concession assets will be transferred to GoS in accordance with the concession agreement.

4.3 PROJECT SCOPE

- 4.3.1. The scope of the project is set out in ANNEXURE B (Scope of Work). This scope of work relates to the hiring of Safety and Security Services at JPMC, description with supply and installation of security apparatus. Related specifications are laid out in ANNEXURE B

4.4 HANDING-OVER OF THE STRUCTURE

- 4.4.1. The concessionaire will be responsible for handing over the project assets and structures to the authority in a good working condition, as determined by the Independent Technical Expert, as specified and in accordance with the concession agreement without any further compensation to the concessionaire at the time of such transfer. These project assets and structures are subject to tests, inspections and correction processes as determined by the independent technical expert in order to ensure that they are handed over in accordance with the terms and conditions set out in the concession agreement.

4.5 ALLOCATION OF RISKS AND RESPONSIBILITIES

- 4.5.1. All risks and obligations of the authority and the private partner shall be in accordance with the 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.



4.6 COMPENSATION OF PRIVATE PARTNER

- 4.6.1. The concessionaire will be compensated for certain risks and responsibilities assumed under the concession agreement through the authority support in the form of periodic payments on quarterly basis.
- 4.6.2. The periodic payments are subject to deductions or holdbacks in the event of failure of concessionaire to abide by the concession agreement. The concessionaire's compensation is described in detail in the draft concession agreement.
- 4.6.3. Any proposal submitted in response to this RFP is submitted upon a full understanding and agreement therefore the submission of proposal in response to this RFP would be deemed as acceptance to the said terms.

4.7 SPECIFIC TAXATION FRAMEWORK FOR THE CONCESSION

- 4.7.1. The concessionaire shall be liable to pay all applicable federal, provincial and local taxes, levies and other charges as they exist on the day of proposal deadline.
- 4.7.2. The concessionaire's obligations to taxation and any taxation allowances are clearly identified in the concession agreement. The bidder should state its acceptance of these obligations and should show the extent and timing of its tax provision and the proposed tax depreciation policy that will be adopted for each category of asset (it should be assumed for taxation purpose that the residual value of all assets at the end of the concession period will be zero). For the sake of clarity, the concessionaire is expected to pay all the taxes, rents, and charges payable to any local government, provincial or federal government and it would not be allowed to seek any support from the authority if it was unaware or ignorant of any tax, rate or charges, as in effect on the proposal deadline, this shall be applicable to the new applicable taxes as well.

4.8 ENVIRONMENTAL MATTERS

- 4.8.1. The authority is committed to respecting the environment on all of its projects. The concessionaire will be required to ensure that works are carried out in accordance with all applicable standards

4.9 KEY PERFORMANCE INDICATORS (KPIs)

- 4.9.1. The KPIs related to inter alia the operation and maintenance of the JPMC project are set out in ANNEXURE H and will be incorporated in the O&M Manual to be prepared by the Concessionaire. Corresponding penalties/liquidated damages amount as applicable and set out in the Draft Concession Agreement will also be included in the O&M Manual. List of major KPIs are detailed in ANNEXURE H (KPIs); provided, that such KPIs are non-exhaustive and shall be further detailed in the O&M Manual.



ANNEXURES



ANNEXURE A

EXISTING PROJECT ASSETS

Sr # No	Items	Qty
1	CCTV Cameras	150
2	LCD 40 Inch	10
3	LCD 21 Inch	04
4	LCD 28 Inch	01
5	PC	04
6	Printer	01
7	Controller For PTZ	02
8	Wireless walkie talkie	02
9	Racks	02
10	Network Video Recorder	06
11	AC	03
12	Fan	03
13	Lights	18
14	Wi-Fi Device	01
15	UPS	01
16	Fire balls	02
17	CCTV Console	01
18	Cabinet Table	02
19	Chairs office	05
20	Wireless Mouse	05
21	Keyboard	04
22	Wire Mouse	04





ANNEXURE B

SECURITY APPARATUS AND SCOPE OF WORK

SECURITY APPARATUS

1.	Infrastructure, cabling (power & connectivity) with power, fibre and fibre modules, junction boxes etc. for long distance cover	to provide and install all necessary Gigabit optical network infrastructures To establish a central point for security coordination on each floor
2.	CCTV video security equipment	24 Hour monitoring of all Key Area
3.	Body worn cameras	To deter and increase evidence quality
4.	Access control system	To prevent unauthorized access
5.	Walk through gates	To prevent entries with restricted objects
6.	Barriers	To mitigate ground risks
7.	Boundary fence	To secure the premises
8.	IP PA system & communication system	For better call optimization and inter-office coordination
9.	Security lighting	For illuminating key areas, these may be sensor i.e. movement operated
10.	Fire alarm system	For fire safety
11.	Baby mother tagging system for 300 babies	To prevent child abduction
12.	Guard patrolling system	To secure blind spots
13.	Allied Systems	To make the system pro active
14.	Car Lifters	To lift vehicles from no parking
15.	Control room renovation & furniture	For Monitoring via CCTV set-up



SCOPE OF INFRASTRUCTURE, CABLING (POWER & CONNECTIVITY) WITH POWER, FIBRE AND FIBRE MODULES, JUNCTION BOXES ETC. FOR LONG DISTANCE COVER

To accomplish sufficient surveillance, IT equipment to store, retrieve, transmit, and manipulate data, will be introduced at Jinnah post graduate medical center through this project under PPP mode. To accomplish safety and security system of high quality, infrastructure should be based on the needs, so that needed capabilities can be provided.

As a part of security infrastructure, security check posts and guideline counters will be installed by concessionaire. The concessionaire will be responsible:

1. To establish a network of electronic security systems and devices that is configured, operated, maintained, and enhanced to provide security functions and services for operational and emergency communications and notification, intrusion detection, physical access control, video surveillance, guard patrol tour management, baby tagging and other security equipment to achieve risk mitigation objectives.
2. To provide and install all necessary Gigabit optical network infrastructures complying with the latest standards and technology.
3. To engage a sufficient number of resources on the early stage of the development.
4. To install security desks at multiple locations of JPMC for an effective security service and guidance/counseling of patients to reduce untoward incidents and activities.
5. To guide patients, attendants, and visitors to ensure safe and secure environment.
6. To assure to keep workers from violating safety protocols.
7. Ensure facility meets security standards.
8. To deter trespassers and unauthorized individuals from entering restricted areas of JPMC.
9. Capture incidents which might hinder operations.
10. To know and control the boundaries of trusted access to the information system, both physically and logically.
11. Concessionaire will be responsible for maintaining at least 8 security check posts to cover the hospital entrance and perimeter.
12. These posts will be manned by uniformed and armed guards at all times.
13. The guards placed at these posts will also have walkie-talkies and will be in contact with command room at all times.
14. These points will act as a deterrence for any potential subversive activities in the hospital.



15. A clear plan should be in place for re-enforcement of armed personal in the event of any threat.

SCOPE OF CCTV VIDEO SECURITY EQUIPMENT

This work includes installation operations, maintenance and inspection of CCTV cameras and their housings units, including the performance of repairs/adjustments on as-needed basis. Security cameras will be installed at all 28 departments in both inside and outside of the building. Both public and restricted access entrances/exits will also be under supervision. Cameras will also be installed in parking lots and loading areas to help catch any suspicious activity outside hence staircase and elevators will also be monitored through CCTV Cameras.

Security cameras equipped with artificial intelligence video analytics will be installed to provide 24/7 surveillance. AI applications enabled cameras will be installed to monitor virtual lines inside buildings to notify appropriate personnel in case of trespassing or unauthorized access to a specific area.

The concessionaire 's scope of CCTV work includes:

1. To install, operate and maintain CCTV system with licensed software and to provide CCTV report of any incident as required by the JPMC Management.
2. To inspect cables and connectors and cable protection between pole and pan/tilt unit or camera enclosure for abrasions, cracks or deterioration.
3. To ensure Camera surveillance equipment remains appropriately placed and continues to be pointed in the necessary direction on each floor and wherever required
4. An extensive coverage of all the access points shall be maintained at all times with the CCTV surveillance cameras with face recognition.
5. Improve overall safety of humans and belongings.
6. To establish Technology-driven comprehensive hospital security surveillance.
7. To catch suspicious activity or unwanted visitors who have somehow bypassed check-in.
8. To reduce violent incidents and increase response time with the help of AI Cameras by monitoring common areas in hospitals, such as ERs, lobbies and cafeterias for aggressive behavior or acts of violence.
9. To always guard and protect the property of hospital against intruders, theft burglary, pilferage, sabotaged and damaged by miscreants.
10. To create a log with a record of maintenance and testing of the equipment.
11. To maintain accurate record of non-functional equipment and problem areas and it must be readily available for spot inspection.



12. The defected cameras be made repaired and operational within twenty-four (24) hours
13. no information/data leakage should happen at any time from the record room. Concessionaire will be held directly responsible in any such event.
14. The Concessionaire shall not data lock any of the security equipment.
15. Hospital administration has a right to ask for any video records from the past 30 days at its own discretion. No information (video footage etc) would be provided to anybody without the prior approval of hospital administration.
16. During the Contract period the Concessionaire shall be responsible for maintenance and repair of the system including the repair of workmanship defects, free of charge (parts and labor).
17. To keep Off-site recording of 30-days.
18. The Concessionaire will be responsible for removal and safe storage of CCTV cameras in case of renovation of an area, or where evidence shows that a CCTV camera location is no longer justified.
19. The Executive Director JPMC should receive daily log / daily incident reporting through the system.
20. The Executive Director JPMC should also have an access (restricted view access may be) to Security Camera footages and system.

SCOPE OF BODY WORN CAMERAS

10 number of body worn cameras with docking stations will be used for adequate coverage of untoward activities.

These cameras will be used by security supervisors and special service unit commandos. Body worn cameras will be used to record any acts of threats of verbal and/or physical aggression, intimidating or unreasonable behavior, or verbal and racial abuse hence incidents of violence.

Concessionaire will be responsible;

1. To upload daily records to docking station
2. To provide evidence in the investigation of an offence or suspected offence with prior approval from authority

SCOPE OF ACCESS CONTROL SYSTEM

JPMC remains open 24 hours a day, seven days a week, and is required to be accessible to the public. As a result, there are hundreds of unknown visitors daily. Patients (or even family members of patients) often become belligerent or even violent.

The concessionaire will be responsible:



1. To supply, installation, testing, commissioning, and operational readiness of Access Control System
2. For segregation of departments, allowing only those who have received prior authorization to enter.
3. The system shall be a large networked system to interconnect multiple buildings with the capacity to track when card users come and go.
4. The system shall provide programming of the ACS system software for the door and the interlock functions and provide for integration between the ACS and the fire alarm system.
5. The system shall, upon receipt of fire alarm signals, drop out all locking devices with the alarm zone.
6. The concessionaire shall issue RFID Cards to authorized entries.
7. To protect employees, and their assets from unwanted visitors.

SCOPE OF WALK-THROUGH GATES

39 number of walkthrough gates with visual & audio alarm system will be installed at JPMC. Scope of concessionaire will involve:

1. To deploy walk through gates with various security levels/zones so that sensitivity may be controlled as per the security requirement.
2. To deter individuals to carry any metal in JPMC.
3. Also provide a for security guards.
4. To ensure presence of physical security guard to track any alarm from the walkthrough gates & thoroughly search the individual who triggered the alarm.
5. To physical stop/check any individual who is detected to have a metal with him.

SCOPE OF BARRIERS

There are already four barriers and blockades put up to protect JPMC, but these are not enough for a complex spread over 148 acres of land. Concessionaire will be responsible:

1. To install electronic and hydraulic barriers as perimeter barriers at the main entrances except emergency gate so as to ensure smooth operation within various wards of the hospital, to provide substantial protection against intruders.



2. To install retractable bollards to reduce and control unexpected traffic and mass gathering in case of any emergency within the city.

SCOPE OF BOUNDARY FENCE

Razor barbed wire and wall top electric fencing at boundaries will be installed to:

1. Prevent unauthorized entry and egress from the ground and
2. Protect patients, staff, and visitors from deterring theft, anti-social behavior and reducing the risk of malicious damage.

SCOPE OF IP PA SYSTEM & COMMUNICATION SYSTEM

IP public address system will be installed for setting out the plan for public announcements on daily basis and emergency announcements in case of catastrophic incidents like fire etc.

Telephone exchange will be developed for better call optimization and inter-office coordination so that the workflow is streamlined.

Guards using two-way radios will hear out problems or emergency situations that may occur in real time that will help to achieve a quick and accurate response. Intercoms at reception areas and intake desks will help staff to communicate remotely, limiting the need for face-to-face communication during any untoward or in the event of emergency.

Concessionaire will be responsible following areas;

1. To install and implement a streamlined IP communication system through specified phone systems.
2. IP Public address system should be able to cover individual wards as well outside waiting areas and the announcements should be made as per requirements.
3. Wards should not have undue announcements to avoid disturbance of attendants and health care professionals.

SCOPE OF SECURITY LIGHTING

Industrial grade lights will be installed to:

1. provide a comfortable secure environment for staff and patients and necessary level of care.
2. provide energy-efficient lighting for waiting areas, parking lots, building security, and exterior illumination of JPMC.

SCOPE OF FIRE ALARM SYSTEM

Fire alarm system will be installed to ensure safety of staff, patients/ public and property in case of fire. Concessionaire will design fire safety system in such a way that in the event of fire, fire safety team get everyone inside the hospital compound up and out of the building as quick as possible.



Custom emergency plans will be designed by concessionaire to ensure that all the children with their mothers, patients, as well as the doctors, nurses, surgeons, and other hospital staff are able to evacuate quickly and safely in the event of a fire.

To protect patients, staff & public present in the hospital at any time, a fire protection system will be installed with fire balls, fire extinguishers, a fire alarm system and smoke detectors to protect humans & important hospital equipment.

Fire extinguisher balls will be placed in Nursery, OT and ICU of JPMC building where the hotspots are such as flammable objects, circuit breaker box and gas tank in case of fire, it will put out the fire by itself thus guarding lives and property.

Concessionaire will be responsible;

1. For supply, installation and maintenance of fire safety equipment.
2. To refill/replace the equipment before its expiry date .
3. To carry out the fire drill annually in consultation with the management.
4. To be in coordination and act as per recommendation of the fire department.
5. To advise and manage any other requirement in the changing environment.
6. To ensure the safety of patients, staff, and visitors at JPMC.
7. To maintain communications with staff, patients, visitors, and the media.
8. To coordinate response, release of information, and ongoing operations with law enforcement.
9. To display Fire exit plans will on all floors, and gates.

SCOPE OF BABY MOTHER TAGGING SYSTEM

From the moment a baby is born to the day it is discharged to go home, safety and comfort is of utmost importance in any pediatric environment.

With the primary aim of newborn safety especially from abduction, babies and mothers will be tagged to control child theft & child swapping.

Baby tagging system is major part of project to minimize the incidents like babies kidnapping and concessionaire must be experienced to operate baby tagging system and will be responsible to run the system as below:



1. To keep the infants secure with real-time location information until babies are in the territory of baby tagging system
2. To prevent any mishap like abduction of babies and illicit attempts to move infants to and from wards.
3. To remove tags with movement of babies in case of discharge, death, LAMA and to maintain the log.
4. Concessionaire will make daily report of tagged babies and submit to the JPMC management
5. Concessionaire will tag all babies admitted in neonatal ward AT ALL TIMES.
6. Concessionaire will depute baby tagging operations staff in all shifts at nursery.
7. The Concessionaire will be responsible to remove tags from babies at the time of discharge.
8. Concessionaire must depute technically experienced staff to run baby tagging system.
9. Concessionaire will be responsible to demonstrate any tagged baby on demand of JPMC management for System verification.
10. Baby tagging system should be active 24/7 without any problem or fault.
11. The deputed staff will be responsible to minimize unauthorized visitors from nursery ward.
12. Concessionaire should be responsible to monitor tagged babies 24/7.
13. Baby tagging system should be active 24/7 without any problem or fault.

SCOPE OF GUARD PATROLLING SYSTEM

One of the primary purposes of security officer patrol is to prevent security incidents both by physically preventing the act and by creating the image that the organization is properly protected.

A guard patrolling system will be used for logging the rounds of guards, through which patrolling of JPMC will be maintained. JPMC has so many blind spots vulnerable to security breaches therefore, visible patrols should be maintained to monitor building making sure that the premises are secure.

Concessionaire will be responsible:

1. To prepare safety/ security checklists and daily written reports as well as incident logs.
2. To ensure that the security guard has been posted at the remotest position of JPMC and a person inspect rooms and equipment.



3. To ensure that guards are attentive at their duties in rotation and not sleeping at location or wasting time as the system must also identify if they have deviated from their course of action.
4. Concessionaire will be responsible for make schedule for regular guard patrol at all time.
5. Concessionaire will be responsible to produce the report to JPMC administration on a regular basis.

SCOPE OF SECURITY

1. Monitor the perimeter of the hospital including parking and waiting areas, garden, and main gates. And also identify and try to prevent any encroachments of the above-mentioned area
2. Minimize unauthorized entry/exit of attendants into the main wards of hospital building.
3. To provide Software system database for gynecology (nursery) with the Ability to inform the exact location of any Infant/Child.
4. Car entry will be controlled and limited.
5. Training sessions for the hospital staff should be conducted to help the come up to the expected service level as well as cope with system-wide changes being instituted.

SCOPE OF PROJECT SECURITY HEAD:

1. Should be a retired army officer not below the rank of Colonel.
2. Should be less than 60 years of age.
3. Should have experience of running security projects of similar sorts.
4. Should be responsible to have a clear chain of commands for security guards, SSG guards, CCTV operating staff, visitor management staff, etc.
5. Should be responsible for developing and executing an action plan for different type of situations including patient conflicts, abduction attempts, thefts or attempted thefts, risks for subversive activities including contingency plans.
6. Should be responsible for maintaining at least one arsenal room within the hospital in the event of a hostage situation.
7. Should be responsible for close coordination with law enforcing agencies including police, rangers etc.

SCOPE OF SECURITY GUARDS



1. The security guards provided should be under the age of 60 years.
2. The security guards provided should be medically fit.
3. A guard deployed at institute should not be deployed anywhere else.
4. Guards deployed should have at least education of Higher Secondary Level.
5. The duty hours of security guards will be fixed, with each guard working 8 hours a day, in order to maintain an efficient security check.
6. The security guard provided should be at least 5 feet 6 inches tall.
7. The following equipment in addition to the gun should be provided by the Concessionaire as per the need basis:
 - Torches
 - Light arms, tazers or batons.
 - Designated guard will be carrying weapon and ammunition only at designated locations at all time.
 - Walkie-Talkie sets with control room connection
8. The guards must be reasonably polite; guards should preferably be bilingual.
9. Guards must report suspicious activities to a security chief/ supervisor.
10. Guards should be regularly and periodically rotated within and from outside the hospital.
11. Spot checks must be made on the security guards, if they are at their assigned posts.
12. Corruption in any manner or form shall not be tolerated. Individuals found in such acts or corruption or misappropriation or misbehaving shall be promptly terminated from service by the Concessionaire.

SCOPE OF SSG GUARDS

1. Should be retired from SSG services
2. Will carry their own special uniforms
3. Will be used as deterrence for any subversive activity and major conflicts
4. Will have a separate chain of commands from other routine guards



5. Will be responsible for developing and executing a working plan in consultation with the hospital management
6. Spot checks must be made on the security guards, if they are at their assigned posts.
7. Corruption in any manner or form shall not be tolerated. Individuals found in such acts could be terminated from service.

ON PREMISE/ BACK OFFICE DATA CENTER FOR RECORD KEEPING

1. Concessionaire must have their own data center for online CCTV record keeping.
2. Concessionaire should be responsible for Online Record Keeping of entire Data with connection from any broadband company.
3. In case of any incidence, the Concessionaire should be responsible to provide CCTV footage.



ANNEXURE C

REQUIRED QUANTITIES WITH RECOMMENDED LOCATIONS



ANNEX C-I CCTV VIDEO SECURITY EQUIPMENT

Table 1: ARTIFICIAL INTELLIGENCE AND IP CAMERAS

S. NO	LOCATION	AI QTY	IP QTY
1	Chest & TB Ward	1	10
2	Chest & TB Ward OPD	2	6
3	Eye Ward OPD	1	4
4	Eye Ward OT	1	3
5	Diagnostic Centre OPD	1	3
6	Eye & Chest Ward	1	6
7	Gynecology ER Ward IN Gate	1	-
8	Gynecology Building	-	30
9	Gynea Basement Parking	-	6
10	Gynecology Doctor's Parking Entrance	1	6
11	Gynecology OPD	1	10
12	Nursing Hostel	1	8
13	Barzarta Line Entrance	1	8
14	Hospital Entrance Imambargh	1	-
15	Hospital Main Store	1	6
16	Atomic Energy Centre	1	12
17	BMSI Training Centre Entrance	1	12
18	BMSI Laboratory	1	5
19	School of Paramedics	1	8
20	Ward 6 Entrance (Diabetes & Medicine)	1	6
21	Ward 6 OPD Entrance	1	6
22	Ward 7 Main Entrance	1	10
23	Ward 7 OPD Entrance	1	6
24	Ward 6 & 7 Bike Parking	1	2
25	Ward 5 Entrance (Poison & Medicine)	1	8
26	Ward 23 Entrance (ICU)	1	-
27	Admin Block Entrance	2	8
28	Ward 4 Entrance (Oncology)	2	12
29	Doctor's Colony Entrance	1	12
30	Director's Colony Entrance	1	12
31	Staff Colony IN & OUT	2	10
32	Surgical Staff Bike Parking	-	2

S. NO	LOCATION	AI QTY	IP QTY
33	Old Surgical IN & OUT	2	8
34	Emergency Parking Entrance	1	2
35	Ward 28 (Neuro Medicine)	1	10
36	Epilepsy Centre OPD	1	6
37	ER Backside IN & OUT	2	2
38	Ward 19 Entrance (Urology)	1	4
39	Ward 19 OPD Entrance (Urology)	1	2
40	Ward 22 Entrance (Kidney)	1	6
41	Ward 22 OPD Entrance	1	4
42	Laboratory Gate (Ground Floor)	1	5
43	Hospital 2 nd Main Store	1	7
44	Blood Bank	1	-
45	Main Laboratory Entrance (2 nd Flr)	1	5
46	OLD E&T Gate	1	2
47	Vaccination Centre Entrance	1	4
48	Auditorium Entrance	1	15
49	Main Doctor's Car Parking Entrance	1	6
50	Main Bike Parking Entrance	1	3
51	Surgical Bike & Car Parking Entrance	1	10
52	Main Pharmacy Entrance	2	8
53	Main Cafeteria Entrance	1	10
54	Main Gate JPMC IN & OUT	2	-
55	Nursing School	2	8
56	Special Ward	2	8
57	Surgical Ward Entrance	1	-
58	Surgical OPD	1	-
59	Radiology Department Entrance	2	8
60	Rangoonwala Entrance	1	4
61	Physiotherapy College Entrance	1	4
62	Speech Therapy OPD Entrance	1	8
Total No. of Artificial Intelligence & Normal Cameras		70	396



Table 2: CCTV CAMERAS AT BOUNDARY WALLS AND JPMC ROADS

S. NO	LOCATION BOUNDARY WALL	IP QTY
1	Pir Bukhari Mazar to Imam bargah Wall	20
2	School Road to JPMC Emergency Wall	45
3	Emergency backside to doctor's Colony backside wall JPMC	40
4	Doctors' colony to staff colony wall	15
Total number of Boundary Wall Cameras		120

S. NO	LOCATION JPMC ROADS	IP QTY
1	Bizerta to Nursing Hostel Road	8
2	Gynecology to Masjid Road	12
3	Gynecology front Road to Imam bargah Road	16
4	Atomic Road to Helipad Road	15
5	Oncology Ward to Special Ward Road	8
6	Kitchen to Doctor's Colony Road	14
7	Admin Block to Surgical Complex Double Road	10
8	Doctor's Main Car Parking to Main Gate Double Road	20
9	Emergency Road to Ward 19 Road	4
10	Main Emergency Road (Closed Gate)	4
Total number of Cameras at JPMC Roads		111



ANNEX C-2

BODY WORN CAMERAS

Table 3: BODY WORN CAMERAS AND DOCKING STATIONS

S. NO	ITEM	QTY
1	Body Worn Cameras	10
2	Docking Stations	02
3	Licensed Software	01



ANNEX C-3

ACCESS CONTROL SYSTEM

Table 4: ACCESS CONTROL SYSTEM WITH ELECTRONIC LOCKS

S. NO	LOCATIONS	QTY
1	Chest & TB Ward	09
2	Eye Ward	08
3	Gynecology Ward 8	09
4	Gynecology Ward 9	05
5	Gynecology Ward 9-B	05
6	Ward 6 (Diabetes & Medicine)	04
7	Ward 7 (Hepatitis & Medicine)	07
8	Ward 5 (Poison & Medicine)	05
9	Oncology Ward	05
10	Emergency	02
11	Ward 20 (Psychology)	02
12	Ward 28 (Neuro Medicine)	04
13	Ward 19 (Urology)	05
14	Ward 22 (Kidney)	03
15	Ward 27 (Oral and Maxillofacial)	04
16	Administration Block	08
TOTAL NUMBER OF CONTROLLED ENTRIES		85



ANNEX C-4

WALK THROUGH GATES

Table 5: WALK THROUGH GATES AND METAL DETECTORS

S. NO	LOCATIONS	QTY
1	Nursing Hostel Entrance	01
2	Transport workshop Entrance	01
3	Eye OT Entrance	01
4	Diagnostic Centre Entrance	01
5	Chest & TB Ward Entrance	01
6	Chest & TB Ward OPD Entrance	01
7	Special Ward Entrance	01
8	Cyber Knife Entrance	01
9	Radiology Entrance	01
10	Rangoonwala Building Entrance	01
11	Blood Bank Entrance	01
12	Main Laboratory Entrance	01
13	Emergency Laboratory Entrance	01
14	Najum ud din Auditorium Entrance	01
15	Main Emergency Entrance	04
16	BMSI Entrance	01
17	Ward 19 (Urology) & Ward 19 OPD Entrance	02
18	Ward 22 (Kidney) & Ward 22 OPD Entrance	02
19	Ward 28 (Neuro Medicine) Entrance	01
20	Gynaecology Entrance	02
21	Gynaecology OPD Entrance	01
22	Ward 5 (Poison & Medicine) Entrance	01
23	Ward 6 (Diabetes & Medicine) Entrance	01
24	Main Library Entrance	01
25	Main Pharmacy Entrance	01
26	Oncology Ward Entrance	02
27	Admin Main Entrance	01
28	Admin Education Department Entrance	01
29	Ward 7 (Hepatitis & Medicine) Entrance	01
30	Diabetic OPD Clinic Entrance	01
31	School of Paramedic Entrance	01
32	BMSI Laboratory Entrance	01
TOTAL NUMBER OF WALKTHROUGH GATES		39
TOTAL NUMBER OF METAL DETECTORS		25



ANNEX C-5

BARRIERS

Table 6: AUTOMATIC, MANUAL AND HYDROLIC BARRIERS

S. NO	LOCATION	ELECTRONIC BARRIER QUANTITY	FABRICATED BARRIER QUANTITY	HYDRAULIC BARRIER QUANTITY
1	Main JPMC IN Gate	-	-	01
2	Main JPMC OUT Gate	-	-	01
3	Main Emergency (Closed Gate)	-	-	01
4	JPMC Staff Colony & Bazarta Line Main Entrance	-	-	01
5	Emergency Backside Bazarta Entrance	-	-	01
6	Eye Ward and Chest Ward Main Entrance	-	01	-
7	Nursing College Entrance	-	01	-
8	Cyber Knife Entrance	-	02	-
9	Gynecology OPD and Emergency Parking	-	02	-
10	Ward 6 (Diabetes & Medicine) Entrance	-	01	-
11	General Medical Store Entrance	-	01	-
12	Transport and Workshop Entrance	-	01	-
13	Ward 7 (Hepatitis & Medicine) Entrance	-	01	-
14	Ward 5 (Poison & Medicine) Entrance	-	01	-
15	Admin Entrance	04	-	-
16	Main Emergency Entrance	-	01	-
17	Ward 19 (Urology) & Ward 22 (Kidney) Entrance	-	01	-
18	Blood Bank Main Entrance	-	01	-
19	Medical Complex Entrance	-	01	-
20	Staff Parking Medical Complex Entrance	-	01	-
21	Special Ward Entrance	-	02	-
22	Medical Complex Main Parking Entrance	-	02	-
23	Doctor's Colony Entrance	01	-	-
24	Director's Colony Main Entrance	01	-	-
25	96 Mess	-	01	-
26	Oncology Ward Entrance	-	01	-
27	Main Kitchen Entrance	-	01	-
28	Doctor's Car Parking Entrance	02	-	-
29	Bike Parking Najamuddin	-	01	-
30	Main Emergency Bike Parking	-	01	-
31	Ward 28 (Neuro & Medicine) Entrance	-	01	-
TOTAL NUMBER OF BARRIERS		08	26	05



ANNEX C-6

BOUNDARY FENCE

Table 7: RAZOR BARBED WIRE WITH WALL TOP ELECTRIC FENCING

S. NO	LOCATIONS	QTY
1	Pir Bukhari Mazar to Imam bargah Wall	347 meters
2	School Road to JPMC Emergency Wall	821 meters
3	JMPC Emergency backside to Doctor's Colony backside wall	770 meters
4	Doctors colony to staff colony wall	300
TOTAL MEASUREMENT OF BOUNDARY FENCE		2238 METERS



ANNEX C-7

PUBLIC ADDRESS SYSTEM

Table 8: PA SYSTEM WITH WALKIE TALKIES AND COMMUNICATION SYSTEM

S. N O	LOCATIONS	Qty
1	IP Public Address System including Speaker 10Watt with Amplifiers, Wireless Mic & Desktop Mic interconnecting all 28 departments of JPMC	01
2	Wireless Walkie Talkie Sets	150
3	Telephone Exchange for interconnection of all 28 Departments of JPMC	01

S. N o.	LOCATION OF SPEAKERS	Qty	S. No	LOCATION OF SPEAKERS	Qty
1	Gynaecology Wards	12	21	Blood Bank & Laboratory	12
2	Eye OT	03	22	Ward 27 (Maxillofacial)	03
3	Eye OPD	03	23	Speech Therapy OPD	03
4	Chest & TB Ward	05	24	Ward 5 (Poison & Medicine)	03
5	Ward 7 (Hepatitis & Medicine)	03	25	Bazarta to Nursing Hostel Road	03
6	Ward 7 (Hepatitis & Medicine) OPD	03	26	Gynaecology to Masjid Road	04
7	Ward 06 (Diabetes & Medicine)	04	27	Gynaecology front Road to Imambargah Road	10
8	Ward 06 (Diabetes & Medicine) OPD	03	28	Atomic Road to Helipad Road	05
9	Oncology Ward	05	29	Oncology Ward to Special Ward Road	08
10	Oncology Ward OPD	02	30	Admin Block to Surgical Complex Double Road	08
11	Ward 20 (Phycology & Medicine)	04	31	Doctor's Main Car Parking to Main Gate Double Road	12
12	Ward 20 (Phycology & Medicine) OPD	01	32	Emergency Road to Ward 19 Road	08
13	Rangoonwala Building	05	30	Admin Block to Surgical Complex Double Road	08
14	Main Emergency	15			
15	Ward 28 (Nero Medicine)	05			
16	Ward 28 (Nero Medicine) OPD	03			
17	Ward 19 (Urology)	04			
18	Ward 19 (Urology) OPD	02			
19	Ward 22 (Kidney)	04			
20	Ward 22 (Kidney) OPD	02			



ANNEX C-8

SECURITY LIGHTING

Table 9: INDUSTRIAL GRADE LIGHTS

S. NO	LOCATIONS	QTY
1	Bazarta to Nursing Hostel Road	05
2	Gynaecology to Masjid Road	04
3	Gynaecology front Road to Imambargah Road	07
4	Atomic Road to Helipad Road	07
5	Oncology Ward to Special Ward Road	05
6	Kitchen to Doctor's Colony Road	07
7	Admin Block to Surgical Complex Double Road	05
8	Doctor's Main Car Parking to Main Gate Double Road	10
9	Emergency Road to Ward 19 Road	03
10	Main Emergency Road (Closed Gate)	04
11	Pir Bukari Mazar to Imambargah Wall	14
12	School Road to JPMC Emergency Wall	29
13	JMPC Emergency backside to Doctor's Colony backside wall	30
14	Doctor's Colony to Staff colony Wall	10
TOTAL NUMBER OF LIGHTS		140



ANNEX C-8

FIRE ALARM SYSTEM

Table 10: FIRE EXTINGUISHERS, FIRE BALLS AND SMOKE DETECTORS

S. NO	LOCATION	Fire Extinguishers	Fire Balls	Smoke Detector
1	Chest & TB Ward	12	8	4
2	Chest & TB Ward OPD	4	-	-
3	Eye Ward OPD	6	-	-
4	Eye Ward OT	12	6	6
5	Diagnostic Centre OPD	6	-	-
6	Gynecology Emergency Ward	30	30	-
7	Doctor's Parking Entrance	4	-	-
8	Gynecology OPD	15	-	-
9	Nursing Hostel	20	-	-
10	Hospital Main Store	2	6	-
11	BMSI Training Centre Building	8	-	-
12	BMSI Laboratory	4	6	-
13	School of Paramedics	2	-	-
14	Ward 6 (Diabetes & Medicine)	6	6	2
15	Ward 6 OPD	4	-	-
16	Ward 7 (Hepatitis & Medicine)	8	4	3
17	Ward 7 OPD	4	-	-
18	Ward 6 & 7 Bike Parking	2	-	-
19	Ward 5 (Poison & Medicine)	10	10	4
20	Ward 23 (Medical ICU)	10	20	6
21	Admin Block	10	20	-
22	Ward 4 (Oncology)	12	15	-
23	Doctor's Colony	10	-	-
24	Director's Colony	10	-	-
25	Surgical Parking	4	-	-
26	Special Ward	12	-	-
27	Surgical Complex	25	50	-
28	Radiology Department	25	25	-
29	Rangoonwala Building	20	20	-
30	Old Surgical Building	10	-	-
31	Emergency Parking Entrance	2	-	-
32	Ward 28 (Nero Medicine)	8	5	-
33	Epilepsy Center OPD	12	-	-
34	Ward 19 (Urology)	6	5	4
35	Ward 19 OPD (Urology)	2	-	-
36	Ward 22 (Kidney)	6	4	4
37	Ward 22 OPD	3	-	-
38	Laboratory	6	-	-
39	Hospital 2 nd Main Store	6	10	4
40	Blood Bank	8	8	4
41	Main Laboratory (2 nd Floor)	14	14	10
42	Physiotherapy College	6	-	-
43	Speech Therapy OPD	6	6	-
44	Najmuddin Auditorium	8	-	-
45	Main Doctor's Car Parking	4	-	-
46	Emergency Bike Parking	2	-	-
47	Main Bike Parking	2	-	-
48	Surgical Bike & Car Parking	4	-	-
49	Main Pharmacy	3	4	5
50	Main Cafeteria	2	6	-
51	Main Gate JPMC Check post	1	1	-
52	Nursing School	10	-	-
53	Main Emergency	25	25	-
54	Ward 27 (Maxillofacial Surgery Ward)	12	-	-
55	Hospital General Store	6	-	-
56	Ward 6 & 7 Waiting Area	2	-	-
57	Gynecology Waiting Area	2	-	-
58	Ward 23 Waiting Area	2	-	-
59	Rangoonwala Building Waiting Area	6	-	-
60	Eye Ward & Chest Ward Waiting Area	2	-	-
61	Ward 5 Waiting Area	2	-	-
62	Blood Bank & Laboratory Waiting Area	4	-	-
63	Oncology Ward Waiting Area	2	-	-
TOTAL NUMBER OF FIRE EQUIPMENT		493	314	56



ANNEX C-9

BABY MOTHER TAGGING SYSTEM

Table 11: **BABY MOTHER TAGGING SYSTEM FOR 300 BABIES**

S. NO	LOCATIONS	QTY
1	Active RFID Wrist Band Tags with complete system	For 300 Babies



ANNEX C-10

GUARD PATROLLING SYSTEM

Table 12: READERS AND RFID CONTACT POINTS

S. NO	LOCATIONS	QTY
1	Guard Patrol Readers with contact points	12



ANNEX C-11

ALLIED EQUIPMENT

Table 13: GENERATORS, POLES, LIFTERS & OTHERS

S. NO	ITEMS	QTY
1	Generator 25KVA Japanese	01
2	UPS 10KVA System	04
3	A.C. Capacity 2 Ton Standing Unit	04
4	Poles for Lights and Cameras	140
5	Car and Motor bike Lifters	02
LOCATIONS OF POLES FOR LIGHTS & CAMERAS		
1	Bazarta to Nursing Hostel Road	5
2	Gynaecology to Masjid Road	6
3	Gynaecology front Road to Imambargah Road	8
4	Atomic Road to Helipad Road	8
5	Oncology Ward to Special Ward Road	5
6	Kitchen to Doctor's Colony Road	8
7	Admin Block to Surgical Complex Double Road	5
8	Doctor's Main Car Parking to Main Gate Double Road	10
9	Emergency Road to Ward 19 Road	4
10	Main Emergency Road (Closed Gate)	4
11	Pir Bukari Mazar to Imambargah Wall	18
12	School Road to JPMC Emergency Wall	16
13	JMPC Emergency backside to Doctor's Colony backside wall	18
14	Doctor's Colony to Staff colony Wall	25
TOTAL NUMBER OF POLES		140



ANNEX C-12

COMMAND AND CONTROL ROOM

Table 14: ESTABLISHMENT OF CONTROL ROOM & FURNITURE

S. NO	LOCATIONS	QTY
1	Solid Wooden Door with Glass Door with Aluminum fixings Monitoring Console on International Standard	01



ANNEXURE D

TECHNICAL SPECIFICATIONS



ANNEXURE – D (1)

SECURITY INFRASTRUCTURE

DESCRIPTION OF WORKS

Scope of Work involves:

S. No.	Network Infrastructure	Qty
1.	Infrastructure, Cabling (Power & connectivity) With Power, Fiber and modules, Junction Boxes, Switches, Racks, Access points etc for long distance cover Complete in all respect	01 job
2.	Security Check Posts	12
3.	Security Rooms for guidance and counselling	06

The scope of services shall include work associated with low voltage contracting and network and telecommunications infrastructure installations including work area outlets, backbone and riser cabling, equipment racks, cable tray, terminal blocks, cross-connect systems, optical fiber and terminations, removal of abandoned cabling, system testing and documentation.

Scope of this work will involve designing & structuring of Command and Control Room and setting up infrastructure by considering N+1 redundancy, Remote manageability, scalability and setting up the infrastructure for high efficiency containing the following elements:

Structured cabling for Network, Power etc. for the proposed area.

Server & Network racks with cooling, Monitoring and remote management system.

Replacing existing structure with fire retardant partitioning, fireproof glasses, fireproof doors etc. within the Control room. Integration of following systems at command-and-control room

- IP based high resolution video surveillance system
- Fire Detection, Alarm & Suppression System
- Access Control System
- Redundant and Modular Power Distribution System.
- Network Management System
- Installation and configuration of Integrated Management Software for centralized monitoring & control of Safety, Security System and for Servers & Network Components.

Security desks at multiple locations of Six positions of JPMC shall be deployed for an effective security service and guidance/counseling of patients to reduce untoward incidents and activities.



The system shall be designed for ultimate reliability and maximum operating efficiency using only the highest quality, fully field proven products.

The system components shall be of modular design to allow ease of installation, service, future expansion, upgrades and addition to the system.

The system components shall have operating environments to allow complete functionality at a temperature of 0 to 50 degree centigrade and a relative humidity of 90% (non-condensing).

Bidders are encouraged to submit their respective proposals after visiting the project site and ascertaining for themselves the site requirements, conditions, location, surroundings, climate, availability of power, access to site, handling and storage of materials, weather data, applicable laws, the general and local conditions associated with implementing the project and any other matter considered relevant by them.



ANNEXURE – D (2)

CCTV VIDEO SECURITY EQUIPMENT

GENERAL

DESCRIPTION OF WORKS

Concessionaire shall supply, installation, testing and commissioning of the complete IP based CCTV system for internal and external surveillance.

The system shall be designed for ultimate reliability and maximum operating efficiency using only the highest quality, fully field proven products.

The system components shall be of modular design to allow ease of installation, service, future expansion, upgrades and addition to the system.

The system components shall have operating environments to allow complete functionality at a temperature of 0 to 50 degree centigrade and a relative humidity of 90% (non-condensing).

SCOPE OF WORK

Provide complete closed circuit surveillance system including with centralized monitoring room design and multiple surveillance points.

The IP based CCTV system shall provide visual images from the cameras located throughout the facility to the command and control room. The cameras shall be connected to switch and then to Network Video Recorder.

The system shall consists of but not limited to the following:

S. No.	CCTV Video Security Equipment	Qty
1.	8MP PTZ Camera 36X Zoom	30
2.	8MP IP Vari-focal Cameras with face detection	396
3.	4MP IP Vari-focal Cameras with face detection	231
4.	4MP Artificial Intelligence Cameras	70
5.	PTZ Controller For Hi Speed Dome Camera Controls	6
6.	Hard Disk Drives 6TB Surveillance	244
7.	Video Walls	2
8.	Surveillance Drone Cameras	2
9.	Network Video Recorders	25
10.	Artificial Intelligence Video Recorders	5
11.	Latest Generation PC at Control Room with 21" LCD	15
12.	Full HD 15" Laptops Latest Generation	5
13.	Storage Server	6
14.	Client Servers	2



15.	Licensed Software For Central Monitoring of CCTV System, Access Control System and Artificial Intelligent System for 800 cameras	1
16.	Any other requirement as per authority requirement.	

The control room shall have a custom built control desk to accommodate the color LED monitors and PC's as well as all related accessories.

All specific CCTV camera locations shall be selected to provide a view of the maximum amount of space. Also minimum storage recording should be one month of all cameras.

All CCTV system equipment supplied shall be compatible to include similar characteristics of bandwidth, impedance synchronization, polarity and sensitivity.

The system shall be an integrated CCTV control system based on an open protocol communications network.

The works under this specification shall include such items or details as testing, adjusting, identification tags on equipment, training and manuals for operation, training and maintenance of this system.

All CCTV equipment and components shall be capable of operating from a power source of 240 volts AC. Single phase. 50 Hz. unless noted otherwise. All components and equipment shall be supplied with the appropriate power supply to operate from this voltage.

SUBMITTALS

Concessionaire shall submit all items in accordance with the requirements and shall include but not be limited to the following:

- A. Model numbers of all components furnished on the job.
- B. Manufacturer's original catalog and technical data sheets for all components.
- C. Input power requirements for all system components.
- D. Manufacturer's User's Manuals and Installation Manuals.
- E. Certificate for the country of origin.

PRODUCTS

SYSTEM DESCRIPTION

The IP based CCTV System main equipment shall be installed in the Command & Control room. All the cameras in the building shall be connected via fiber and Ethernet Cat6 cable to the active switch and to the NVR. The Workstations which have VMS video management software shall be connected to the hard disk recorder transmitter for locally viewing the cameras. The Networked based system that utilizes Local, Wide and Global Area Networks. It shall be capable of digitizing and compressing video and switching it to the Security room via a 100/1000BaseT Network.



SYSTEM COMPONENTS

1. **8MP PTZ CAMERA 36X ZOOM**

Cameras must be enabled of following features:

- High quality imaging with 8 MP resolution
- 8MP 36X Network Laser Speed Dome
- Clear imaging against strong backlight
- Rapid Focus
- DORI features (detect, observe, recognize, identify)
- algorithm for auto-tracking 2.0 and perimeter protection

Image Sensor	2/3" Progressive Scan CMOS
Min. Illumination	Color: 0.005 Lux @(F1.5, AGC ON) B/W: 0.0005 Lux @(F1.5, AGC ON) 0 Lux with laser
Day & Night	IR cut filter
Movement Range	360° endless
Aperture Range	F1.5 to F4.5
Focal Length & FOV	7.5 mm to 270 mm, 36× Optical, Horizontal field of view: 56.1° to 2.0° Vertical field of view: 33.4° to 1.1° Diagonal field of view: 62.9° to 2.3°
IR Range	Up to 500 m laser distance
Working Distance	10 mm to 1500 mm (wide-tele)
Max. Resolution	4096 × 2160
Video compression	H. 265+
Presets	300
Patrol Scan	8 patrols
Pattern Scan	4 pattern scans
Smart Features	Perimeter Protection
	Event Detection
	Smart Tracking
	Smart Record
	Eight fixed region of interest with each stream
Simultaneous Live View	Up to 20 channels
Network Storage	NAS, ANR
On-board Storage	Built-in memory card slot, support micro SD card, up to 256 GB
Power Consumption and Current	12 VDC, 1.08 A, max. 13 W PoE (802.3at, 42.5 V to 57 V), 0.36 A to 0.27 A, max. 15 W
Power Supply	24 V, 3.0A, 50/60Hz, AC (Max. 60 W, including max. 18 W for laser and max. 12 W for heater) Hi-PoE, 42.5 to 57V, 1.41A
Protection	IP67 Standard, 6,000V Lightning Protection, Surge Protection and Voltage Transient Protection



2. 8MP IP VARI-FOCAL CAMERAS WITH FACE DETECTION

Cameras must be enabled of following features:

- High quality imaging with 8 MP resolution
- Motorized varifocal lens
- Clear imaging against strong backlight
- Audio and alarm interface
- motion detection for comparing sequential video frames to determine whether there has been any movement within a scene.
- Video tampering detection to recognise if an area of a camera has been purposely covered or blocked.
- Scene change detection register if someone changes the camera's viewing direction
- Intrusion Detection, Line Crossing Detection, Region entrance detection
- Region Exiting Detection to detect people, vehicles or other objects which exit from a predefined virtual region

Image Sensor	1/2.8" Progressive Scan CMOS
Min. Illumination	Color: 0.005 Lux @ (F1.6, AGC ON), B/W: 0 Lux with IR
Wide Dynamic Range	120 dB
Day & Night	IR cut filter
Angle Adjustment	Pan: 0° to 355°, tilt: 0° to 90°, rotate: 0° to 360°
Lens Type	Lens
Focal Length & FOV	Varifocal lens, motorized lens, 2.8 to 12 mm
	2.8 to 12 mm, horizontal FOV 108° to 30°, vertical FOV 56° to 17°, diagonal FOV 131° to 35°
Supplement Light Type	IR with Smart Supplement Light
IR Range	Up to 60m
Max. Resolution	3840 × 2160
Video compression	H. 265+
Video Bit Rate	32 Kbps to 16 Mbps
Environment Noise Filtering	Yes
User/Host	Up to 32 users. 3 user levels: administrator, operator and user
Network Storage	NAS, ANR
Day/Night Switch	Day, Night, Auto, Schedule
On-board Storage	Built-in memory card slot, support micro SD card, up to 256 GB
SNR	≥52db
Image Enhancement	BLC, HLC, 3D DNR
Basic Event	Motion detection (human and vehicle targets classification), video tampering alarm, exception
Smart Event	Line crossing detection, intrusion detection, human and vehicle targets classification
Face Detection	Yes
Linkage Method	Upload to FTP/memory card/NAS, notify surveillance center, trigger recording, trigger capture, send email
Storage Conditions	-30 °C to 60 °C (-22 °F to 140 °F). Humidity 95% or less (non-condensing)
Software Reset	Yes
Power Consumption and Current	12 VDC, 1.08 A, max. 13 W PoE (802.3at, 42.5 V to 57 V), 0.36 A to 0.27 A, max. 15 W
Power Supply	12 VDC ± 25% PoE: 802.3at, Class 4
Power Interface	Ø 5.5 mm coaxial power plug
Protection	IP67 (IEC 60529-2013), IK10 (IEC 62262: 2002)



3. 4MP IP VARI-FOCAL CAMERAS WITH FACE DETECTION

Cameras must be enabled of following features:

- High quality imaging with 4 MP resolution
- Motorized varifocal lens
- Clear imaging against strong backlight
- Audio and alarm interface
- motion detection for comparing sequential video frames to determine whether there has been any movement within a scene.
- Video tampering detection to recognise if an area of a camera has been purposely covered or blocked.
- Region entrance detection
- Region Exiting Detection to detect people, vehicles or other objects which exit from a predefined virtual region
- Water and dust resistant (IP67) and vandal resistant (IK10)
-

Image Sensor	1/3" Progressive Scan CMOS
Min. Illumination	Color: 0.005 Lux @ (F1.6, AGC ON), B/W: 0 Lux with IR
Wide Dynamic Range	120 dB
Day & Night	IR cut filter
Angle Adjustment	Pan: 0° to 355°, tilt: 0° to 90°, rotate: 0° to 360°
Lens Type	Varifocal lens, motorized lens, 2.8 to 12 mm
Focal Length & FOV	2.8 to 12 mm, horizontal FOV 95.8° to 29.2°, vertical FOV 50.6° to 16.4°, diagonal FOV 114.6° to 33.4°
Supplement Light Type	IR with Smart Supplement Light
IR Range	Up to 60m
Max. Resolution	2688 × 1520
Video compression	H. 265+
Video Bit Rate	32 Kbps to 08 Mbps
Environment Noise Filtering	Yes
User/Host	Up to 32 users. 3 user levels: administrator, operator and user
Network Storage	NAS, ANR
Day/Night Switch	Day, Night, Auto, Schedule
On-board Storage	Built-in memory card slot, support micro SD card, up to 256 GB
Communication Interface	1 RJ45 10M/100M self-adaptive Ethernet port
Image Enhancement	BLC, HLC, 3D DNR
Basic Event	Motion detection (human and vehicle targets classification), video tampering alarm, exception
Smart Event	Line crossing detection, intrusion detection
Linkage Method	Upload to FTP/memory card/NAS, notify surveillance center, trigger recording, trigger capture, send email
Storage Conditions	-30 °C to 60 °C (-22 °F to 140 °F). Humidity 95% or less (non-condensing)
Software Reset	Yes
Power Consumption and Current	12 VDC, 1.08 A, max. 13 W PoE (802.3at, 42.5 V to 57 V), 0.36 A to 0.27 A, max. 15 W
Power Supply	12 VDC ± 25% PoE: 802.3at, Class 4
Power Interface	Ø 5.5 mm coaxial power plug
Protection	IP67 (IEC 60529-2013), IK10 (IEC 62262: 2002)



4. 4MP ARTIFICIAL INTELLIGENCE CAMERAS

Cameras must be enabled of following features:

- High quality imaging with 4 MP resolution
- Excellent low-light performance via DarkFighter technology
- Motorized varifocal lens
- Clear imaging against strong backlight
- 5 streams
- Audio and alarm interface
- Face Recognition to give the best shot of a target face through detecting, tracking, capturing, grading and selecting. The camera must be enabled of capturing the face and output the features, such as gender, age, and expression. The camera must be able to use face exposure function to dynamically adjust face area exposure of captures and to ensure high face picture quality.
- Perimeter Protection to detect target and to monitor the actions of line crossing, intrusion, region entrance, and region exiting. The cameras should be able to filter out the mistaken alarm caused by the interference of leaves, lights, animal, flag, etc.
- Multi-Target-Type Recognition to detect and capture the face, human body, vehicle in the specified region and to output the features, such as gender, age, top color, and vehicle type.
- Water and dust resistant (IP67) and vandal resistant (IK10)

Image Sensor	1/1.8" Progressive Scan CMOS
Min. Illumination	Color: 0.0005 Lux @ (F1.2, AGC ON); B/W: 0.0001 Lux @ (F1.2, AGC ON), 0 Lux with IR
Wide Dynamic Range	140 dB
Day & Night	IR cut filter with Blue glass module
Angle Adjustment	Pan: 0° to 355°, tilt: 0° to 90°, rotate: 0° to 360°
Lens Type	Varifocal lens, motorized lens, 2.8 to 12 mm
Focal Length & FOV	2.8 to 12 mm, horizontal FOV: 114.5° to 41.8°, vertical FOV: 59.3° to 23.6°, diagonal FOV: 141.1° to 48° 8 to 32 mm, horizontal FOV: 42.5° to 15.1°, vertical FOV: 23.3° to 8.64°, diagonal FOV: 49.6° to 17.3°
Iris Type	P-Iris
Focus	Auto, Semi-auto, manual
IR Wavelength	850nm
Max. Resolution	2560 × 1440
Video compression	H. 265+
Video Bit Rate	32 Kbps to 08 Mbps
Target Cropping	Yes
Audio Type	Mono Sound
User/Host	Up to 32 users. 3 user levels: administrator, operator and user
Network Storage	NAS, ANR
Day/Night Switch	Day, Night, Auto, Schedule, Alarm Trigger
On-board Storage	Built-in memory card slot, support micro SD card, up to 256 GB
Communication Interface	1 RJ45 10M/100M self-adaptive Ethernet port
Image Enhancement	BLC, HLC, 3D DNR
Basic Event	Motion detection video tampering alarm, video quality diagnosis, vibration detection
Smart Event	Line crossing detection, intrusion detection, region entrance detection, region exiting detection, audio exception detection, scene change detection, defocus detection
Face Capture	<ul style="list-style-type: none"> • Detects up to 60 faces simultaneously



	<ul style="list-style-type: none"> Uploads face with background and closed-up face pictures
Linkage Method	Upload to FTP/memory card/NAS, notify surveillance center, trigger recording, trigger capture, send email
Storage Conditions	-30 °C to 60 °C (-22 °F to 140 °F). Humidity 95% or less (non-condensing)
Software Reset	Yes
Power Consumption and Current	12 VDC, 1.08 A, max. 13 W PoE (802.3at, 42.5 V to 57 V), 0.36 A to 0.27 A, max. 15 W
Power Supply	12 VDC ± 25% PoE: 802.3at, Class 4
Power Interface	Ø 5.5 mm coaxial power plug
Protection	IP67 (IEC 60529-2013), IK10 (IEC 62262: 2002)

5. PTZ CONTROLLER FOR HI SPEED DOME CAMERA CONTROLS

Controller must be enabled of following features:

- fully touch-enabled and detachable network keyboard
- Live view on touch panel
- Wi-fi Supported
- DVI and HDMI output to monitor;
- Controllable of 8000 devices
- PTZ control, setting and calling preset, patrol and pattern
- Support upgrade and configuration files import/export by USB flash disk;
- Support recording and picture capturing; saving files in USB flash disk or uploading to server;
- Two-level user authority and up to 32 user accounts are configurable: one admin and 31 operators.
- Add cameras in batches by importing an Excel file from a USB drive

Operating System	Android 6.0
TFT LCD Screen	10.1" TFT LCD touchscreen Resolution: 1280 × 800
Joystick	4-axis joystick
Local Decoding	Local live view at 1080P/720P/HD1/BCIF/CIF/QCIF resolution, and up to 16-division window display
Two-way audio input	1-ch, 3.5mm connector (2.0Vp-p, >1kΩ)
Audio Output	1-ch, 3.5mm connector
Network Interface	10M/100M/1000M Adaptive Ethernet port
USB Interface	USB 2.0 × 2
Video Interface	HDMI, DVI
Power Supply	12V DC /POE

6. HARD DISK DRIVE 6TB SURVEILLANCE

Interface	SATA 6Gb/s
Drive Bays Supported	8+
Cameras Supported	Up to 64



Max. Sustained Transfer Rate OD (MB/s)	195MB/s
Cache (MB)	256
Load/Unload Cycles	300,000

7. VIDEO WALL

i. LED 55"

- Razor-thin bezels at 0.44mm
- 4K chip

Size	55"
TFT LCD Screen	LED Backlight (Direct Type)
Resolution:	1920 x 1080
Panel	IPS
Number of Colors	16.7 million
Angle of View	Horizontal : 178 degrees, Vertical: 178 degrees
Response Time	8 ms (G to G)
Contrast Ratio	1,200:1
Brightness	500 nits
Pixel Pitch (H X V)	0.63 x 0.63 mm
Input Interfaces	VGA x 1, HDMI x 1, DVI x 1, DP x 1, USB x 1
Output Interfaces	HDMI x 1
Power Consumption	up to 190 W

ii. Video Wall Controller

Controller must be enabled of following features:

- supports displaying multiple dynamic images on multiple display terminals at the same time.
- Multiple signal sources are supported, including VGA, DVI, HDMI, DP and IP.
- Support 4K@60 Hz input, transmission and output.
- Support decoding national standard stream.
- Support 16 channels 1080P@30 network signal decoding and displaying on the wall, and the local video file playback displaying on the wall.
- Up to 8+2 image layers must be displayed on one screen, including one caption layer and a background layer.
- Users must have permission to manage the signal sources and video wall.
- Built-in matrix feature
- Support crossing-window video roaming.
- Support the adjustment of display wall connection to match the virtual display wall window of client software with the output interface of controller.
- A single device must support 8 video wall management.

Screen Resolution	480 × 272
Host System	11, sub board slots, 1, switch board slot, 2, main control slots
Screen Size	105.42 mm (length) × 67.07 mm (width)
Power Supplies	1+2 redundant power supplies
Bus Type	10 Gigabit network switching
Management Network Interface	2, 10 M/100 M/1000 M self-adaptive



Working Temperature	0 °C ~ 50 °C
Serial Interface	RS 232
Network Interface	UTP Network Interface x 1

8. SURVEILLANCE DRONE CAMERAS

Max Ascent Speed	S-mode: 6 m/s, P-mode: 5 m/s
Max Descent Speed	S-mode: 4 m/s, P-mode: 3 m/s
Max Speed	S-mode: 45 mph (72 kph) A-mode: 36 mph (58 kph) P-mode: 31 mph (50 kph)
Max Tilt Angle	S-mode: 42° A-mode: 35° P-mode: 25°
Max Angular Speed	S-mode: 250°/s A-mode: 150°/s
Max Service Ceiling Above Sea Level	19685 ft (6000 m)
Max Wind Speed Resistance	10m/sec
Max Flight Time	Approx. 30 minutes
FOV	Forward: 60° (Horizontal), ±27° (Vertical) Backward: 60° (Horizontal), ±27° (Vertical) Downward: 70° (Front and Rear), 50° (Left and Right)
Sensor	1-inch CMOS Effective pixels: 20M
Mechanical Shutter Speed	8-1/2000 s
Image Size	3:2 Aspect Ratio: 5472×3648 4:3 Aspect Ratio: 4864×3648 16:9 Aspect Ratio: 5472×3078
Max Video Bitrate	100Mbps
Battery	6000 mAh LiPo 2S

9. NETWORK VIDEO RECORDERS

NVR must be enabled of following features:

- Up to 32-ch 12 MP IP cameras must be connected
- Connectable to the third-party network cameras
- ANR technology to enhance the storage reliability when the network is disconnected
- Dual-OS design
- Support multiple VCA (Video Content Analytics) events i.e. fire/ ship/ temperature/ temperature difference detection triggered video files

IP video input	32 Channel
Incoming bandwidth	320 Mbps
Outgoing bandwidth	256 Mbps



Remot econnection	128
VGA1 /HDMI1 output resolution	HDMI1: 4K (3840 × 2160)/60Hz, 4K (3840 × 2160)/30Hz, 2K (2560 × 1440)/60Hz, 1920 × 1080p/60Hz, 1600 × 1200/60Hz, 1280 × 1024/60Hz, 1280 × 720/60Hz, 1024 × 768/60Hz
VGA2 /HDMI2 output resolution	1920 × 1080p/60Hz, 1280 × 1024/60Hz, 1280 × 720/60Hz, 1024 × 768/60Hz
Decoding format	H.265/H.265+/H.264/H.264+/MPEG4/MJPEG
HDD SATA	8 SATA interfaces with 1 eSATA
External interface	2, RJ-45 10/100/1000 Mbps self-adaptive Ethernet interface, RS-232; RS-485; Keyboard, Front panel: 2 × USB 2.0; Rear panel: 1 × USB 3.0
Power Consumption and Current	200W
Power Supply	100 to 240 VAC, 50 to 60 Hz

10. ARTIFICIAL INTELLIGENT VIDEO RECORDERS

AI NVR must be enabled of following features:

- Up to 32-ch 12 MP IP cameras must be connected
- Intelligent Analytics
- Support multiple VCA (Video Content Analytics) events
- Configurable special camera smart functions, such as VCA detection (motion, line crossing, intrusion, etc.), heat map, ANPR (Automatic Number-Plate Recognition), and people counting
- Smooth streaming technology
- Facial Recognition and Face Picture Comparison, Perimeter Protection, Video Structurization

IP video input	32 Channel
Incoming bandwidth	320 Mbps
Outgoing bandwidth	256 Mbps
Remote connection	128
Facial detection and analytics	Face Picture comparison, Human Face Search, Face Picture Search
Library	Up to 16 face picture libraries, with up to 100,000 face pictures in total
HDMI1 output resolution	HDMI1: 4K (3840 × 2160)/60Hz, 4K (3840 × 2160)/30Hz, 2K (2560 × 1440)/60Hz, 1920 × 1080p/60Hz, 1600 × 1200/60Hz, 1280 × 1024/60Hz, 1280 × 720/60Hz, 1024 × 768/60Hz
VGA /HDMI2 output resolution	1920 × 1080p/60Hz, 1280 × 1024/60Hz, 1280 × 720/60Hz, 1024 × 768/60Hz
Decoding format	H.265/H.265+/H.264/H.264+/MPEG4/MJPEG
HDD SATA	4 SATA interfaces with 1 eSATA
External interface	RS-232; RS-485; Keyboard, Front panel: 2 × USB 2.0; Rear panel: 1 × USB 3.0
Power Consumption and Current	200W
Power Supply	100 to 240 VAC, 50 to 60 Hz



11. LATEST GENERATION PC WITH 21" LCD

Latest industrial standard workstation with all required accessories for operation of CCTV systems as specified shall be provided with wireless keyboards, mouse, video card, sound card, 10/100/1000 Base T Ethernet Port, latest operating system including antivirus software.

12. FULL HD LAPTOPS LATEST GENERATION 15"

Processor	11th Generation Intel Core i7 (4.4 GHz Maximum Turbo frequency) or higher
Chipset	Integrated with TPM 2.0
Graphics	Integrated
System Memory	16GB DDR4 or higher
Hard Disk Drive	256GB SSD or higher
Keyboard/Touchpad	Standard keyboard and Precision Touchpad
Display	14"- 15.6" or higher FHD Display
WIFI and Bluetooth	2x2 Wireless (802.11 b/g/n or ac)
Carrying Case	Standard carrying case of same brand
Mouse	Wireless Optical Mouse of same brand
Audio	built-in speakers
I/O Ports	Audio/ Microphone Jack, 2 x USB 2.0/3.0/3.1 or more, 1X HDMI/VGA port.
Battery and Adaptor	minimum 3-4 hours battery life
Camera	Built-in Camera
LAN	Gigabit Ethernet LAN

13. STORAGE SERVER

NAS Box/RAID backup device shall be used to record video streams based on the configuration assigned by administrator. Workstations & Servers within the LAN should be able to access the recorded video streams. The NAS/RAID backup device should support simultaneous play back and recording at full duplex operation.

It shall provide a high-quality recording storage and play back of Images. It should support integration with LAN to provide Centralized Management and shall operate on Windows/Linux OS. Support of user management for security level control and authentication required.

The Storage Server should have the following features and specification:

- high-performance and high-reliability enterprise-class storage solution
- RAID 6 technology
- dual 64-bit multi-core processors
- HDD Detection and Repair/RAID Optimization
- Advanced Data Protection
- RAID-based tamper-proof data technology.
- Energy Efficient
- User-Friendly UI
- Surveillance-Specialized Direct Storage



Performance	820-ch recording + playback
Processor	Dual 64-bit multi-core processor
Cache	8 GB (extendable to 128 GB)
HDD Slots	24
Hot-swapping	Supported
External interface	Data: 4, 1000M Ethernet interface Management: 1, 100M Ethernet interface COM: 1, for HyperTerminal or UPS USB: 4 VGA: 1
Power Consumption and Current	200W
Power Supply	Redundancy (1 + 1)
Chassis	4U

14. CLIENT SERVER

Client Server must be enabled of following features:

- Capable of adding devices for management, live view, storage and playback of video files, alarm linkage, and so on.
- Live View and Playback
- Visual Tracking
- Recording and Storage
- Event Management; Multiple events for video surveillance, access control, resource group, resource maintenance, etc.
- Network Management

Software Specifications	Maximum Performance
Cameras	300
Alarm Inputs	300
Alarm Outputs	300
Recording Servers	64
Streaming Servers	64
Areas	300
Cameras per Area	64
Recording Schedules	3000
Event and Alarm Rules	3000
Concurrent Accesses via Web Clients, Control Clients, and OpenAPI Clients	100
Concurrent Accesses via Mobile Clients and OpenAPI Clients	100
Users	3000
Video Input Bandwidth per Streaming Server	300 x 2Mbps
Video Output Bandwidth per Streaming Server	300 x 2Mbps



Hardware Specifications

Processor	Intel® Xeon® E-2124
Memory	16G DDR4 DIMM slots
Software RAID:	PERC S140
Drive Bays	1T 7.2K SATA×2
Power Supply	Single 250W (Bronze) power supply
Operating System	Microsoft Windows Server® with Hyper-V

15. LICENSED SOFTWARE FOR CENTRAL MONITORING OF CCTV SYSTEM, ACCESS CONTROL SYSTEM AND ARTIFICIAL INTELLIGENT SYSTEM FOR 800 CAMERAS

The software shall operate on open architecture for integration with perimeter safety, access control, PA and fire / safety systems based on open standards.

Digital video surveillance control software should be capable to display and manage the entire surveillance systems. It should be capable of supporting variety of device such as IP cameras, PTZ controller, NVR, NAS boxes/Raid backup device etc.

The Software should support flexible 1/2/4 windows split screen display mode or scroll mode on the PC monitor or on preview display as per site requirement. The software should be able to control all cameras i.e. PTZ control, Iris control, auto/manual focus and color balance of camera, selection of presets, video tour selection etc.

The software is required to generate reports of stored device configuration. The control software is required to provide alarm and alarm log. The log shall be able to be achieved, printed and displayed using a device filter, a device group filter and/or a time window.

The software should have user authority configurable on per device or per device group basis. The user shall have the facility to request the access of any camera and can control the camera for a reservation period. Control of camera is released after the reservation period.

The systems shall provide user activity log (audit trail) with user id, time stamp and action performed etc.

The administration should be able to add, edit & delete users with rights. It shall be possible to view ability rights of each user or the cameras which can be viewed & controlled as per the permission assigned by the administration.

The users should be on a hierarchical basis as assigned by the administrator. The higher priority person can take control of cameras, which are already being controlled by a lower priority user. There should be minimum 3 hierarchical levels of security for providing user level log in.

It should have recording modes viz. continuous, manual or programmed modes on date, time and camera-wise. All Modes should be disabled and enabled using schedule configuration. It should be possible to search and replay the recorded images on date, time and camera-wise. It should provide on screen controls for remote operation of PTZ cameras. It should have the facility for schedule recording. Different recording speeds (fps) and resolution for each recording mode for each camera should be possible.



It should provide programmable motion detection and recording to be defined area-wise. System must be able to support video motion detection algorithms to detect and track objects, learn the scene, adapt to a changing outdoor environment, ignore environmental changes including rain, hail, wind, swaying trees and gradual light changes.

The setting shall be individually configurable for each alarm and each camera pre-record duration. This shall allow the camera server to capture video prior to the alarm/event shall be selectable from a list of values ranging between 0 seconds and 5 minutes. The software for clients should also be working on a browser-based systems for remote users.

Retrieval: The CCTV application should allow retrieval of data instantaneously or any data/time interval chosen through search functionality of the application software. Incase data is older than 3 days and available, the retrieval should be possible. The systems should be allowed for backup of specific data on any drives or any other device in a format which can be replayed through a standard PC based software. Log of any such activity should be maintained by the system which can be audit at a later date.



ANNEXURE – D (3)

BODY WORN CAMERAS

GENERAL

DESCRIPTION OF WORKS

Concessionaire shall supply of body worn cameras with docking stations to deter and increase evidence quality by real time recording of any incident.

The system components shall be of modular design to allow ease of installation, service, future expansion, upgrades and addition to the system.

The system components shall have operating environments to allow complete functionality at a temperature of 0 to 50 degree centigrade and a relative humidity of 90% (non-condensing).

SCOPE OF WORK

Provide Body worn cameras to be used by security supervisors and special service unit commandos. These cameras will record acts of threats of verbal and/or physical aggression, intimidating or unreasonable behavior, or verbal and racial abuse hence incidents of violence.

Daily records will be uploaded to docking station.

The system shall consist of but not limited to the following:

S. No.	Body Worn Equipment	Qty
1.	Body Worn Cameras	10
2.	Docking Stations	2
3.	Licensed Software	1

The works under this specification shall include such items or details as testing, adjusting, identification tags on equipment, training and manuals for operation, training and maintenance of this system.

All CCTV equipment and components shall be capable of operating from a power source of 240 volts AC. Single phase. 50 Hz. unless noted otherwise. All components and equipment shall be supplied with the appropriate power supply to operate from this voltage.

SUBMITTALS

Concessionaire shall submit all items in accordance with the requirements and shall include but not be limited to the following:



- A. Model numbers of all components furnished on the job.
- B. Manufacturer's original catalog and technical data sheets for all components.
- C. Input power requirements for all system components.
- D. Manufacturer's User's Manuals and Installation Manuals.
- E. Certificate for the country of origin.

SYSTEM COMPONENTS

1. BODY WORN CAMERA

Camera must be enabled of following features:

- High H.264 and H.265 encoding technology
- Dismountable battery design
- Built-in GPS module.
- 3G/4G network transmission.
- predefined virtual region

Image Sensor	1/3" CMOS
Display	2.4" TFT LCD
Video Input	1080p
Video Resolution	1920 × 1080, 1280 × 720, 720 × 576
Main stream	1080p/30 fps
Video Format	Mp4
Picture Resolution	Up to 30 MP
Picture Format	Jpg
Shutter	Digital
Day Night	IR cut filter with auto switch
Flashing Light	Supported
Laser Positioning	Supported
Capacity	storage chip of 32 GB capacity
Wi-fi	802.11b/g/n
Working Temperature	-20 °C to +55 °C (-4 °F to +131 °F)
USB Interface	Mini USB 2.0
Battery	A dismountable battery with 3,300 mAh capacity which can record videos up to 8 hours.
Ingress Protection Level	IP67

2. DOCKING STATION

Docking Station must be enabled of following features:

- Unlock by Touchless Identity Authentication
- Wall, Mobile, and Desktop Mount
- Auto Upload Picture, Video, Audio; Clear Storage
- Lock Important Data



- Log Management
- Overwrites Data According to Collection Sequence when Storage Full
- File Search Video, Audio, and Playback
- predefined virtual region

Image Sensor	1/2.8" Progressive Scan CMOS
Min. Illumination	Color: 0.005 Lux @ (F1.6, AGC ON), B/W: 0 Lux with IR
Wide Dynamic Range	120 dB
Day & Night	IR cut filter
Angle Adjustment	Pan: 0° to 355°, tilt: 0° to 90°, rotate: 0° to 360° Lens
Lens Type	Varifocal lens, motorized lens, 2.8 to 12 mm
Focal Length & FOV	2.8 to 12 mm, horizontal FOV 108° to 30°, vertical FOV 56° to 17°, diagonal FOV 131° to 35°
Screen Size	13.3"
Resolution	1920 × 1080
Touchscreen	Capacitive touchscreen
Face Picture Comparison	Body camera access by Touchless Identity Authentication
Operating System	Linux, Android 5.1.1
Memory	2 GB
Indicator	Charging indicator, working indicator
Button	Power button
Ingress Protection	IP20
Working Temperature	-10° to 55° C (14° to 131° F)
Standard Storage	2 TB
Number of Extended Storage Bays	6
Extended Storage Media	Hard disk
Extended Storage Capacity	Maximum 8 TB each
Charging Interface	Three-phase plug
External Interface	RJ-45, RS-232, USB 2.0, USB 3.0
Loudspeaker	Supported

3. LICENCED SOFTWARE

Licensed software must be able to:

- Real-time video from body-worn cameras, vehicles, and stationary camera systems integrated into the Command & Control Center
- Real-time visual and audio information communicated between first responder team members as events happen
- Securely store all videos with a unique digital fingerprint.
- Keep track of any action performed in the system or on the stored videos
- Password controlled access to content and features plus active directory support.



ANNEXURE – D (4)

ACCESS CONTROL SYSTEM

GENERAL

DESCRIPTION OF WORKS

Concessionaire shall be responsible for supply, installation, testing and commissioning of the access control system to restrict unauthorized entries.

The system must be designed for ultimate reliability and maximum operating efficiency using only the highest quality, fully field proven products.

The system components shall be of modular design to allow ease of installation, service, future expansion, upgrades and addition to the system.

The system components shall have operating environments to allow complete functionality at a temperature of 0 to 50 degree centigrade and a relative humidity of 90% (non-condensing).

SCOPE OF WORK

Provide complete access control system for segregation of departments, allowing only those who have received prior authorization to enter.

The system shall be a large networked system to interconnect multiple departments. The system shall consists of but not limited to the following:

S. No	Access Control System	Qty
1.	RFID Access Control System With Electronic Locks	85

All specific access controller locations shall be selected to provide access to authorized staff.

The works under this specification shall include such items or details as testing, adjusting, identification tags on equipment, training and manuals for operation, training and maintenance of this system.

All access control equipment and components shall be capable of operating from a power source of 240 volts AC. Single phase. 50 Hz. unless noted otherwise. All components and equipment shall be supplied with the appropriate power supply to operate from this voltage.

SUBMITTALS

Concessionaire shall submit all items in accordance with the requirements and shall include but not be limited to the following:



- A. Model numbers of all components furnished on the job.
- B. Manufacturer's original catalog and technical data sheets for all components.
- C. Input power requirements for all system components.
- D. Manufacturer's User's Manuals and Installation Manuals.
- E. Certificate for the country of origin.

SYSTEM COMPONENTS

1. ACCESS CONTROL SYSTEM

Access control devices must be enabled of following features:

- Recognize the face and iris with higher accuracy
- Max. 100,000 faces capacity, Max. 10,000 irises capacity
- Max. 100,000 cards capacity, Max. 5000 fingerprint capacity, and Max. 150,000 events capacity
- Two-way audio with client software
- Supports TCP/IP, and Wi-Fi
- Supports face with mask recognition

Operating System	Linux
Display	8 inch Capacitive touch screen
Video Resolution	800 × 1280, 1280 × 720, 720 × 576
Field of View	For face recognition: HFOV= 44°; VFOV= 88°; DFOV= 108° For iris recognition: HFOV= 19.9°; VFOV= 14.5°; DFOV= 24.5°
Pixels	For face recognition: 2MP For iris recognition: 5 MP
Interface	Network:1, RS-485: 1, Weigand: 1, Lock Output: 1, Exit Button: 1, Door Contact Input: 1, IO Input: 2, IO Output: 1, USB: 1
Iris Recognition Distance	up to 70cm
Face Recognition Distance	Up to 3mtr
Power Supply	12 VDC
Wi-fi	802.11b/g/n
Working Temperature	-30 °C to +55 °C
Ingress Protection Level	IP65



ANNEXURE – D (5)

WALK THROUGH GATES

GENERAL

DESCRIPTION OF WORKS

Concessionaire shall be responsible for supply, installation, testing and commissioning of the Walk through digital metal detector doors and handheld metal detectors to restrict prohibited metal objects in hospital premises.

The system must be designed for ultimate reliability and maximum operating efficiency using only the highest quality, fully field proven products.

The system components shall have operating environments to allow complete functionality at a temperature of 0 to 50 degree centigrade and a relative humidity of 90% (non-condensing).

SCOPE OF WORK

- To deter individuals to carry any metal at hospital.
- To deploy walk through gates with various security levels/zones.

The system shall consists of but not limited to the following:

S. No.	Walk Through Gates	Qty
1.	Walk through gates	39
2.	Handheld Metal Detectors	25

The works under this specification shall include such items or details as testing, adjusting, identification tags on equipment, training and manuals for operation, training and maintenance of this system.

All components and equipment shall be supplied with the appropriate power supply to operate from this voltage.

SUBMITTALS

Concessionaire shall submit all items in accordance with the requirements and shall include but not be limited to the following:

- A. Model numbers of all components furnished on the job.
- B. Manufacturer's original catalog and technical data sheets for all components.



C. Input power requirements for all system components.

D. Manufacturer's User's Manuals and Installation Manuals.

E. Certificate for the country of origin.

SYSTEM COMPONENTS

1. WALK THROUGH GATES

Walk through gate must be enabled of following features:

- 12 independent detection zones with each zone of the sensitivity level of 1000
- Advanced electromagnetic compatibility
- High detection sensitivity
- Strong anti-interface ability
- Detect micro metals, all metals above 2cm from ground
- Detect multiple metals simultaneously
- Distinguishes ferromagnetic from non-ferromagnetic metal objects
- Detects passing passerby and alarmed passerby
- Communication interface for computers, cameras
- Friendly to pregnant women and patients with cardiac pacemakers

Operating Frequency	Auto Adjust
Zones	12
Zone Sensitivity Level	1000
Power Supply	187 V to 242 V, 50/60 Hz
Working Temperature	-25 °C to +55 °C

2. HANDHELD METAL DETECTOR

Metal detector must be able to:

- Detect weapons, cutting blades, razors and foil wrapped drugs
- Self-calibrating ability
- Rebar Elimination Control

Control	Power switch (Audible/ Off/ Silent) Interference Elimination Switch
Tuning	Automatic
Sensitivity	Secure internal sensitivity adjustment
Battery	Provide up to 100 hours of normal operation.



ANNEXURE – D (6)

BARRIERS

GENERAL

DESCRIPTION OF WORKS

Concessionaire shall be responsible for supply, installation, testing and commissioning of barriers to reduce unauthorized parking in JPMC Complex

The system must be designed for ultimate reliability and maximum operating efficiency using only the highest quality, fully field proven products.

The system components shall have operating environments to allow complete functionality at a temperature of 0 to 50 degree centigrade and a relative humidity of 90% (non-condensing).

SCOPE OF WORK

- To deploy Electronic and hydraulic barriers as perimeter barriers at the main entrances.
- To install retractable bollards to reduce and control unexpected traffic and mass gathering in case of any emergency within the city.
- To install Manual barriers to curb unauthorized entries.

The system shall consists of but not limited to the following:

S. No.	Barriers	Qty
1.	Automatic electronic barriers	08
2.	Hydraulic bullet type barriers (Bollards)	05
3.	Manual fabricated barriers	26

The works under this specification shall include such items or details as testing, adjusting, identification tags on equipment, training and manuals for operation, training and maintenance of this system.

All components and equipment shall be supplied with the appropriate power supply to operate from this voltage.

SUBMITTALS

Concessionaire shall submit all items in accordance with the requirements and shall include but not be limited to the following:



- A. Model numbers of Automatic electronic barriers and hydraulic bollards
- B. Manufacturer's original catalog and technical data sheets.
- C. Input power requirements
- D. Manufacturer's User's Manuals and Installation Manuals.
- E. Dimensions of Manual fabricated barriers complete in all respect as per locations after survey
- F. Certificate for the country of origin.

SYSTEM COMPONENTS

1. AUTOMATIC ELECTRONIC BARRIER

Automatic Electronic Barrier must be enabled of following features:

Motor power supply	230 V
Power input	300 W
Type of limit switch	Electronic
Locking	Mechanical
Release	Personal key
Impact reaction	Sensitive edge
Useful passage	6 m
Frequency of use	Semi intensive
Protection rating	IP24

2. HYDRAULIC BULLET TYPE BARRIER – BOLLARD

Hydraulic Barrier must be enabled of following features:

- Integrated type with built-in hydraulic electric device
- Anti-jacking
- Weather Resistant
- Linkable to License Plate Recognition and Road gates

Material	Stainless Steel
System Control	Electro-hydraulic
Controller	Manageable for 8 Bollards
Rising Time	4sec
Falling Time	2sec
Rising Height	Up to 600mm
Ingress Protection	IP 68



3. MANUAL FABRICATED BARRIER

Features:

- Heavy Duty mechanical & hydraulic structure for **certified crash ratings & long term reliability**
- strong foundation & structure.
- Manual Hand Pump Operation
- Linkable to License Plate Recognition and Road gates

Rising Angle	Up to 90 Degree
Barrier Arm	Not less than 16ft. (as per site requirement)
Height	3 feet 7 inches
Width	2 feet 6 inches
Pipe thickness	7mm
Structure	Heavy Duty Rectangular or Circular Boom
Finish	Painted



ANNEXURE – D (7)

BOUNDARY FENCE

GENERAL

DESCRIPTION OF WORKS

Concessionaire shall be responsible for supply and installation of the Razor Cut and Electrical Fence to secure hospital premises.

SCOPE OF WORK

prevent unauthorized entry and egress from the ground and protect patients, staff, and visitors from deterring theft, anti-social behavior and reducing the risk of malicious damage.
To prevent climbing using ladder or any other support.

The system shall consists of but not limited to the following:

S. No	Boundary Fence	Qty
1.	Razor Cut Barbed Wire	1938mtr
2.	Top Wall Electric Fence	1000mtr

All components and equipment shall be supplied with the appropriate power supply to operate from this voltage.

SUBMITTALS

Concessionaire shall submit all items in accordance with the requirements and shall include but not be limited to the following:

- A. Manufacturer's original catalog and technical data sheets for Electrical Fence.
- B. Input power requirements for all system components.
- C. Drawings for Razor cut wire
- D. Certificate for the country of origin.

SYSTEM COMPONENTS

1. RAZOR CUT BARBED WIRE

- Galvanized steel blade or stainless-steel blade
- Spiral intersecting barbed wire



- Compact and rational structure
- High safety factor for the protection of Entire building

Concertina barbed wire	750 mm Dia
Brace rail pipe;	89.9 mm, 4 m high length coated epoxy green.
Line post:	hollow section 100 × 100 × 4 × 3000 mm with base plate and top cover (post cap) coated.
Double arm	50 × 50 × 5 mm each 500 mm long with 6 notches
Tie wire	2.5 mm / 3.76 PVC coated.
Base Plate	300 × 300 × 6 mm with epoxy paint finish.

2. TOP WALL ELECTRIC FENCE

Concessionaire shall install 8-10 strands high fence on top of the wall using steel posts with top portion inclined outwards.

Gap between the strands should be 4 inches and low resistance, corrosion resistant Aluminum Alloy wire should be used with operational life of over ten years.

Each strand should be tensioned at around 20Kgs each to prevent stretching the gaps between wires and avoid controlled electrical bypass.

Protection over the gates with gate status sensors.

- The parameter should be divided into detection zones to indicate tempering or intrusion location to facilitate quick and accurate reaction by the guards.
- Limits of each Zone should be defined
- The system shall be capable of providing minimum 5 joules of shock energy anywhere on the fence.
- PC running management software to control fence energizers and detailed event logging.
- Specification of the energizer should be in accordance with the International standards
- Standard Peak value of input voltage must be above 7.5kV, but not exceeding 10kV.
- Minimum interval between impulses should not be less than 1.0 Second.
- Impulse duration must not exceed be 50ms.
- Energizer must be able to energize the fence from both ends.
- The energizer must have its own stand-by DC power and be programmable for up to 20 zones.
- All conductor wires must be manufactured from aluminum 1.6mm, as it has a very good corrosion resistance by building up its own protection with an oxide layer.



- Each fence conductor wire must be pulled in position with a force of about 20Kgs but not exceeding 25Kg.
- The fence wire and the High Voltage cable should be connected with suitable aluminum crimp or Stainless-Steel split bolts.
- The insulators should be made from a UV resistant material.
- The insulator should be designed as such that the fence wire cannot be removed once installed.
- A non-metallic tensioning device should be used to tension the electric fence wires
- The tensioning device should allow for the accurate tensioning of the fence wires to the required tension.
- Strain posts should be fully galvanized/powder coated.
- The electric fence should be fitted with the appropriate lightning protection system.
- Protection should be provided on both the high voltage output as well as the 230VAC input.
- Earth pegs must be used at the beginning or end of each zone, at a maximum distance of 50m apart.



ANNEXURE – D (8)

IP PA SYSTEM & COMMUNICATION SYSTEM

GENERAL

DESCRIPTION OF WORKS

Concessionaire shall be responsible for supply, installation, testing and commissioning of the complete IP Public Address System for public announcements on daily basis and emergency announcements in case of catastrophic incidents like fire etc.

The system shall be designed for ultimate reliability and maximum operating efficiency using only the highest quality, fully field proven products.

The system components shall be of modular design to allow ease of installation, service, future expansion, upgrades and addition to the system.

The system components shall have operating environments to allow complete functionality at a temperature of 0 to 50 degree centigrade and a relative humidity of 90% (non-condensing).

SCOPE OF WORK

IP Public address system should be able to cover individual wards as well outside waiting areas and the announcements should be made as per requirements. The system shall be installed centralised.

public address systems shall be used for paging, to make verbal announcements, and play pre-recorded messages. It must be integrated with emergency evacuation and warning alarms for mass notification.

The system must be with capability to control multiple zones at hospital, including car parks and waiting areas from command and control room.

Telephone exchange system shall be installed for routine calls to limit the need for face-to-face communication and during any untoward or in the event of emergency.

The system shall consists of but not limited to the following:

S. No.	Communication System	Qty
1.	IP Public Address System including Speaker 10Watt with Amplifiers, Wireless & Desktop Mic	01
2.	Wireless Walkie Talkie Sets	150
3.	Telephone Exchange of 1000 extensions	01

The works under this specification shall include such items or details as testing, adjusting, identification tags on equipment, training and manuals for operation, training and maintenance of this system.



All equipment and components shall be capable of operating from a power source of 240 volts AC. Single phase. 50 Hz. unless noted otherwise. All components and equipment shall be supplied with the appropriate power supply to operate from this voltage.

SUBMITTALS

Concessionaire shall submit all items in accordance with the requirements and shall include but not be limited to the following:

- A. Model numbers of all components furnished on the job.
- B. Manufacturer's original catalog and technical data sheets for all components.
- C. Input power requirements for all system components.
- D. Manufacturer's User's Manuals and Installation Manuals.
- E. Certificate for the country of origin.

PRODUCTS

SYSTEM DESCRIPTION

The IP PA System main equipments shall be installed in the Command & Control room. All the speakers in the building shall be connected via fiber and Ethernet Cat6 cable to the active switch and to the control panel.

SYSTEM COMPONENTS

1. IP PUBLIC ADDRESS SYSTEM

Features:

- High Broadcast of many different audio signals to multiple zones simultaneously
- Live announcement, pre-recorded message
- High Sound Quality & Intelligibility
- Redundant system configuration - network connection, standby amplifier setting and backup power supply.
- Advanced failure detection
- Eco-Friendly
- unicast audio streaming via routers
- Operation and audio signal status indication per amplifier

Voice Evacuation Frame

Power Source
Speaker Line

20 - 33 V DC
8 channels 1 Earth terminal

LAN A,B

Number of Connectors: 2 (LAN A, LAN B) ; Network I/F:
100BASE-TX ; Network Protocol: TCP, UDP, ARP, ICMP,



RS LINK A, B	RTP, IGMP, FTP, HTTP, NTP; Spanning tree Protocol: RSTP;
Program Timer	Audio Transmission System: TOA Packet Audio(*1); Audio Encoding Method: PCM; Audio Sampling Frequency: 48 kHz, Audio Quantifying Bit number: 16 bits; Connection Device: other VX-3004F, VX-3008F, VX-3016F, NX-300 and Switching HUB, Connector: RJ45 connector ; Connection; Number of Stages of Cascade Connection: Up to 7 Number of Connectors: 2 (RS LINK A, RS LINK B), Audio input level; 0 dB (*2); Connector: RJ45 connector Weekly program method; Daily program: 50 events, 10 types; Holiday program: 50 types
Digital Power Amplifier Module	
Power Consumption	1.3 W (standby mode), 14 W (no audio input), 65 W (1/8 rated output), 375 W (rated output) at 31 V DC, output voltage selection switch: 100 V
Output Voltage	100V
Frequency Response	40 Hz - 20 kHz: - 5 to +1 dB
Line Output Module	
Preamp Matrix Panel	
Volume Control	8 Channel
Control Panel	
Operation	Control panel with 9 function keys and 8 volume control knobs for easy operation Up to 2 units connectable to a single frame unit.
Power Supply Manager	
	DC power supply to all system components Automatical switch to auxiliary battery power if the AC power supply is down
Desktop Microphone	
	for both general and emergency broadcast simultaneously broadcast to all zones or limited to selected zones only
Power Source	24 V DC
Current Consumption	240 mA or less
Level Control	Microphone sensitivity control, Monitor speaker volume control, Chime
Signal to noise ratio	60 dB or more



2. WALKIE TALKIE

Features:

- For short distance point to point communication as well as communication via repeater station.
- Each set should be complete with requisite battery, charger, antenna, one spare battery, spare antenna and other essential accessories.

Minimum frequency coverage	146-174 MHz
Channel capacity/ Number of memory channels	Minimum 16
Channel spacing	12.5 KHz/25 KHz
Channel display	Digital display.
Voice encryption	Built in
Frequency stability	Better than ± 0.5 PPM
Frequency deviation	± 2.5 KHz or better.
RF output : 5 Watt	RF output : 5 Watt
Communication range : Line communication without repeater 4 Km.	Communication range : Line communication without repeater 4 Km.
Audio distortion	Less than 10%
Battery	Lithium-ion with at least 8 hours talks time (rechargeable battery). One in no spare battery for each set.
Capacity (In mAh)	At least 1600 mAh or better
Programming kit with data cable, USB connector and software	01 in no (Programming software complied with Windows 10 or latest)

3. TELEPHONE EXCHANGE FOR 1000 EXTENSIONS

Features:

- Voice over Internet Protocol (VoIP)
- basic call handling (outgoing and incoming), closed numbering routing
- Automatic Route Selection (ARS) / Least Cost Routing (LCR)
- Multi-cell wireless integration
- PC-phone PC-Console
- Basic Shelf with Maximum Capacity 160 ports
- Networking with Centralized Voice Mail
- Expansion Shelf with maximum capacity of 160 ports
- IP TELEPHONE Equipped with a 6 line backlit LCD display
- 12 fixed buttons for (Intercom, Conference, Pause, Forward/Do Not Disturb, Flash/Recall, Auto Answer/Mute, Auto Dial/Store, Hold, Transfer, Message, Redial, Flash/Recall and Speakerphone)
- 24 Programmable buttons,



ANNEXURE – D (9)

SECURITY LIGHTS

GENERAL

DESCRIPTION OF WORKS

Concessionaire shall be responsible for supply and installation of Industrial Grade Lights to maintain comfortable secure environment for staff and patients

SCOPE OF WORK

Industrial grade lighting system is required to provide energy-efficient lighting for waiting areas, parking lots, building security, and exterior illumination of JPMC.

To illuminate pathways, entrances and outbuildings

The system shall consists of but not limited to the following:

S. No	Lighting System	Qty
1.	Industrial Grade Outdoor Lights (70 no. of lights must have power source of solar panels)	140

SUBMITTALS

Concessionaire shall submit all items in accordance with the requirements and shall include but not be limited to the following:

- A. Manufacturer's original catalog and technical data sheets for Electrical Fence.
- B. Input power requirements for all system components.
- C. Certificate for the country of origin.

SYSTEM COMPONENTS

1. INDUSTRIAL GRADE OUTDOOR LIGHTS

- Resistant to vibration
- Impact / shock proof
- Chemical resistant
- High pressure washable
- Unaffected by severe temperature variations

Solar Lights must be included with lamps, batteries, panels, and controller.



ANNEXURE – D (10)

FIRE ALARM SYSTEM

GENERAL

DESCRIPTION OF WORKS

Concessionaire shall supply, installation, testing and commissioning of the complete addressable fire alarm system with fire balls and extinguishers.

The system shall include, but not be limited to, all control panels, power supplies, Initiating devices, audible and visual alarm devices, conduit, conduit fittings, and outlet Boxes and fittings, conduit hangers, clamps and supports, pull boxes, locked terminal Boxes, wire and cables, disconnect Switches and fuses, circuit breakers, pilot devices, connectors, identification name Plates, tags, wireway and accessories, and all other equipment and accessories

The system shall be designed for ultimate reliability and maximum operating efficiency using only the highest quality, fully field proven products.

The system components shall be of modular design to allow ease of installation, service, future expansion, upgrades and addition to the system.

The system components shall have operating environments to allow complete functionality at a temperature of 0 to 50 degree centigrade and a relative humidity of 90% (non-condensing).

SCOPE OF WORK

This standard outlines the requirements for an addressable fire detection and alarm system.

It consists of all materials, equipment and services necessary and required to complete and test the automatic fire detection and alarm system. Any material not specifically mentioned in this Standard or not shown on drawings but required for proper performance and operation shall be furnished and installed.

The concessionaire shall design, furnish and install (complete and ready for operation) an up-to-date automatic fire detection and alarm system including control panel, software, schematics, detectors, manual pull stations, alarm devices, fire balls, fire extinguishers, wiring, components, appurtenances and accessories, and all wiring and connections to devices furnished by others

The system shall consists of but not limited to the following:

S. No	Fire Safety System	Qty
1.	Fire Alarm Pannels with Smoke Detectors, Call Points and Flashers	1 job
2.	Fire Extinguishers with 1 year expiry	493
3.	Fire Balls for five years validity for fire extinguishing and surveillance for the following types of fire:	314



	Class A – combustible materials (wood, paper, fabric, refuse), Class B – flammable liquids and Class C – flammable gas.	
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SUBMITTALS

Concessionaire shall submit all items in accordance with the requirements and shall include but not be limited to the following:

- A. Model numbers of all components furnished on the job.
- B. Manufacturer's original catalog and technical data sheets for all components.
- C. Input power requirements for all system components.
- D. Manufacturer's User's Manuals and Installation Manuals.
- E. Certificate for the country of origin.

PRODUCTS

SYSTEM DESCRIPTION

- The automatic fire detection and alarm system shall consist of a main control panel, remote power supply panels, remote control panels, detection devices, manual stations, The system shall be capable of being expanded at any time.
- The system shall function as follows when any smoke detector, heat detector, duct detector, manual pull station or water flow switch operates:
 - Sound the required audible notification devices
 - Illuminate all visual notification devices
 - Display the device(s) and location of the device(s) in alarm and in trouble on the LCD Display and interactive display system.
 - Conventional zones (monitor modules) are to display the area of protection
 - Light an indicating lamp on the device initiating the alarm.

SYSTEM COMPONENTS

1. FIRE ALARM CONTROL PANEL.

- The FACP shall provide power, annunciation, supervision and control for the detection and alarm system.
- Panel shall be capable and programmed for one button operation for the following bypasses: speaker /strobe
- Fire Alarm Control Panels shall be installed at command and control room.
- 120 Volt AC power shall be dedicated to the Fire alarm system panels only
- Detectors**
- Allocate pan address



- Set a delay before the panel responds to a fire signal
- Indicate pre-alarm
- Set day sensitivity and night sensitivity separately
- Allocate a forty character location text message

Call points

- Allocate an address
- Allocate a forty character location text message



ANNEXURE – D (11)

BABY MOTHER TAGGING SYSTEM

GENERAL

DESCRIPTION OF WORKS

Concessionaire shall be responsible for supply, installation, testing and commissioning of baby mother tagging system to prevent unauthorized removal of babies and children from maternity department and nursery.

The system shall be designed for ultimate reliability and maximum operating efficiency using only the highest quality, fully field proven products.

The system components shall be of modular design to allow ease of installation, service, future expansion, upgrades and addition to the system.

The system components shall have operating environments to allow complete functionality at a temperature of 0 to 50 degree centigrade and a relative humidity of 90% (non-condensing).

SCOPE OF WORK

At neonatal unit of JPMC an overall eye shall be kept upon infants and minors by RFID tracking devices to monitor them in real time.

Multiple rooms/ wards must be centrally controlled from a fully featured central management and monitoring system. Database software must be incorporated with graphic display of alarm events via network.

The system shall consists of but not limited to the following:

S. No	Baby Mother Tagging System	Qty
1.	Baby Mother Tagging System for 300 babies	300 babies

The works under this specification shall include such items or details as testing, adjusting, identification tags on equipment, training and manuals for operation, training and maintenance of this system.

All CCTV equipment and components shall be capable of operating from a power source of 240 volts AC. Single phase. 50 Hz. unless noted otherwise. All components and equipment shall be supplied with the appropriate power supply to operate from this voltage.

SUBMITTALS

Concessionaire shall submit all items in accordance with the requirements and shall include but not be limited to the following:



- A. Model numbers of all components furnished on the job.
- B. Manufacturer's original catalog and technical data sheets for all components.
- C. Input power requirements for all system components.
- D. Manufacturer's User's Manuals and Installation Manuals.
- E. Certificate for the country of origin.

PRODUCTS

SYSTEM DESCRIPTION

To keep the infants secure with real-time location information until babies are in the territory of baby tagging system.

To prevent any mishap like abduction of babies and illicit attempts to move infants to and from wards.

SYSTEM COMPONENTS

1. TAGGING SYSTEM CONSISTING OF READERS, TAGS, CONTROL AND DISPLAY CONSOLE WITH CUSTOMIZED SOFTWARE AS PER REQUIREMENT COMPLETE IN ALL RESPECT

- RFID Tags in small size, low weight and longevity for infants.
- Dip sterilizable.
- Lithium-ion battery.
- One-month operational cycle of tag in continuous use.
- User-programmable tags with reusable straps.
- Low battery alert with Tag ID.
- Tag missing alarm.
- Unauthorized removal, cut, tamper alert alarm.
- Door Alarms with alarm reset and by-pass functions.



ANNEXURE – D (12)

GUARD PATROLLING SYSTEM

GENERAL

DESCRIPTION OF WORKS

Concessionaire shall supply and install complete Guard Tour System to prevent security incidents by physically preventing the act.

The system shall be designed for ultimate reliability and maximum operating efficiency using only the highest quality, fully field proven products.

SCOPE OF WORK

Guard patrolling system shall be used to enhance security by tracking activities of guards & ensuring they remain alert to their route, timings & overall duty.

To broadcasted real-time transaction to central server/location at command-and-control room for immediate update

The system shall consists of but not limited to the following:

S. No.	Guard Patrolling System	Qty
1.	Guard Patrolling System with contact points and Software	12

SUBMITTALS

Concessionaire shall submit all items in accordance with the requirements and shall include but not be limited to the following:

- A. Model numbers of all components furnished on the job.
- B. Manufacturer's original catalog and technical data sheets for all components.
- C. Input power requirements for all system components.
- D. Manufacturer's User's Manuals and Installation Manuals.
- E. Certificate for the country of origin.

PRODUCTS

SYSTEM DESCRIPTION



RFID tags shall be installed at checkpoints & concessionaire will ensure that guards read those tags through an assigned RFID reader on given time. Reports shall be generated periodically & verified against assigned route & timings.

SYSTEM COMPONENTS

1. GUARD PATROLLING DEVICE WITH READERS

- Silicon tank, metal body with silicon shell outside
- IP 67
- Magnetic USB Port , high downloading speed
- High light LED indication
- Accidental Power off data protection

Storage capacity	16 M bit
Battery	3.7V Rechargeable, Lithium
Operating Temperature	-40 to 85 degrees C



ANNEXURE – D (13)

ALLIED EQUIPMENT

GENERAL

DESCRIPTION OF WORKS

Concessionaire shall be responsible for supply, installation, testing and commissioning of the following system to support safety and security services at JPMC Karachi.
 Each item should be complete in all respects

The system shall consists of but not limited to the following:

S. No.	Allied Equipment	Qty
1.	Generator 25KVA Japanese Latest model	01
2.	UPS 10KVA System UPS shall be free from workmanship defects, sharp edges, nicks, scratches, burrs, etc. All fasteners shall be fixed properly. The equipment shall be complete with all parts and all parts shall be functional. Microprocessor based Digital Control, IGBT based, True on line double conversion, AC to DC conversion and then DC to AC. Pure Sine wave Input Voltage 110-270V Output Voltage 208V/220/230/240V AC -Selectable Out Put Power Factor 0.9 Output Frequency 50Hz/60Hz +/- 0.05% Inverter Efficiency > 92% Protection Input Over/Under Voltage, Output Overload, Short Circuit, Battery Low/High, Battery reversed polarity, protection for IGBT & thermal overload Display LCD. Back Up Time 60 mins on full load.	06
3.	AC Capacity 2 Tons Standing Units Latest Model	04
4.	Poles for Lights and Cameras Hot Dipped Galvanized (minimum 70 micron), . octagonal type steel lighting poles 8 M high column with Single arm. Design and Casting / Making of RCC foundation for 8Mtrs High Lighting pole	140
5.	Car and Motorbike Lifters	02

The works under this specification shall include such items or details as testing, adjusting, identification tags on equipment, training and manuals for operation, training and maintenance of this system.



All equipment and components shall be capable of operating from a power source of 240 volts AC. Single phase. 50 Hz. unless noted otherwise. All components and equipment shall be supplied with the appropriate power supply to operate from this voltage.

SUBMITTALS

Concessionaire shall submit all items in accordance with the requirements and shall include but not be limited to the following:

- A. Model numbers of all components furnished on the job.
- B. Manufacturer's original catalog and technical data sheets for all components.
- C. Input power requirements for all system components.
- D. Manufacturer's User's Manuals and Installation Manuals.
- E. Certificate for the country of origin.



ANNEXURE – D (14)

COMMAND AND CONTROL ROOM

Concessionaire shall be responsible of design, installation and support of professional display technologies and management systems for monitoring, networked safety and security operations of JPMC complete in all respect. All types of audio and visual data shall be brought together at control room.

Control room shall be managed by concessionaire 24/7, 365 days a year to ensure that there is constant attention and alertness.



ANNEXURE E

REQUIRED HUMAN RESOURCES

S. N o.	MANAGEMENT STAFF	Qty	S. N o.	SECURITY STAFF	Qty
1	Project Head	1	1	Security Head	1
2	IT specialist	2	2	Security Guards	300
3	Security Supervisors	8	3	SSG Commandos	25
4	Finance Manager	1			
5	Admin Manager	1			
6	Shift Incharge	4			
7	CCTV Operators	14			
8	Field Officers	4			
9	Fire Fighters	8			
10	Patient Tagging Operators	14			
11	Driver	7			
12	Peon	4			
13	A.C Technician	2			
14	Electrician	2			
15	Sweeper	4			
16	Technical workers	10			



ANNEXURE F

STANDARD FORMS

FORM – F-1	Basic Information Form
FORM – F-1	Technical Bid Submission Form
FORM – F-3	Form of Bid Security
FORM – F-4	Affidavit
FORM – F-5	Commitment Form
FORM – F-6	Declaration
FORM – F-7	Power of Attorneys
FORM – F-8	Integrity Pact
FORM – F-9	Key Personnel and CVs of proposed experts
FORM – F-10	Financial Bid Submission Form



FORM F-1
BASIC INFORMATION FORM (COMPANY PROFILE)

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

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 : (In case of Joint Venture (JV) or Consortium, legal name of each member)	
2.	Nature of Business: (Whether the firm is a Corporation, Partnership, Trust etc.) (In case of Consortium; whether the Lead Consortium Member is a Corporation, Partnership, Trust etc.)	
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:

All the information required for the purposes of the evaluation and are contemplated under Basic Eligibility Criteria and Technical Evaluation Criteria, shall be provided in orderly manner, no extra/additional information is required so as to facilitate efficient evaluation.



FORM F-2

TECHNICAL BID SUBMISSION FORM

[Location, Date]

To:

Project Director

Health Department

Government of Sindh

Karachi

Subject: Providing Safety and Security Services for JPMC Karachi under Public Private Partnership Mode

Dear Sir:

We, the undersigned, offer to provide the safety and security services for [insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal as a single entity or in the form of a consortium with: [Insert a list with full name and address of each associated Consultant]

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification and blacklisting in accordance with the SPPRA's Regulations for Blacklisting of Bidders, Contractors, Suppliers and Consultants, 2023.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Signature of Authorized Signatory

(Bidder or Lead member)

Name and Title of Signatory:

Name of Firm:

Address:



FORM F-3

BID SECURITY

....., 2023

To:

Secretary,

Health Department, The Government of Sindh, *[Insert Address]* (the “**Beneficiary**”)

Guarantee No: _____ (the Guarantee)

Date of Issue: _____

Date of Expiry: _____

Guarantee Amount: _____

Name of Guarantor: _____

Name of Principal: _____

We, [●]¹, 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 Sindh, dated [●] in relation to the ‘Safety and Security Services at JPMC 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 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 sum or sums (or any part thereof) equivalent in aggregate up to but not exceeding a maximum amount of:

¹ Insert name of issuing Bank.



PKR [●]/- (Pakistani Rupees [●])

(the **Guaranteed Amount**)

at sight and immediately, provided however not later than 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 Proposal 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) Proposal Deadline + [118days] (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:



FORM F-4

AFFIDAVIT

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 Law 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 notarized with the Notary Public.*
- *For an Affidavit executed and issued overseas, the document will also have to be legalized 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 Affidavit.

AFFIDAVIT

Date: _____

[●]

[●]

[Address]

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

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



- e. [is legally and financially autonomous and operates under commercial law (in case of government owned organization)]
- f. is no pending litigation which represents more than 50% of our net worth;
- g. is not under any non-performance of a contract within last five years of the Proposal Deadline; and
- h. has not failed to sign a contract with any procuring authority following award.

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

Yours sincerely,

Signature of Authorized Signatory

(Bidder or Lead member)

Name and Title of Signatory:

Name of Firm:

Address:

The affidavit needs to be submitted by each Consortium Member, separately.



FORM F-5

COMMITMENT FORM

REQUEST FOR PROPOSALS

SAFETY AND SECURITY SERVICES AT JINNAH POST GRADUATE MEDICAL CENTRE (PROJECT)

[Date to Be Provided]

COMMITMENT FORM

A Commitment form must be completed by the Bidder (for each of its Members in case of Consortium), and by Key Individuals who are not employees of the Bidder, a Member, or a Participant.
--

TO: GOVERNMENT OF SINDH

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 Proposal 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** (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 Concession Agreement will be carried out.

3. PRICING

We confirm that all prices appearing in our Proposal are expressed in PKR, and represent aggregate prices that include all taxes.

4. 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 Proposal of the Preferred Bidder.

5. FIRM AND IRREVOCABLE PROPOSAL

Our proposal constitutes a firm offer to the authority, that is irrevocable and binding upon us, and that it cannot be withdrawn or amended until after a period of six months following the proposal deadline indicated in the RFP.

6. PROPOSAL COMPLIANT WITH SUBMISSION REQUIREMENTS

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

- The basic eligibility criteria;
- The commercial compliance evaluation criteria;
- ☐ the technical proposal compliance evaluation criteria;
- ☐ the financial proposal compliance evaluation criteria.

8. RFP

We acknowledge, confirm, and agree that our Proposal is subject to the terms and conditions of the RFP, including all disclaimer clauses and all limitation of liability clauses in favour of the Government of Sindh 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 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 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 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 Proposal, 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 Proposal. Our Proposal 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 1% 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 Proposal of any other Bidder, and that we do not have any interest in any such Proposal, 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 Proposal.

With the exception of what is indicated in detail in a schedule attached to this 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 Proposal in response to the RFP, or in connection with the delivery of the services required of the Private Partner.

We hereby declare, warrant, and confirm that we have no access to any confidential information belonging to the Government of Sindh, 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 Government of Sindh 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 Authority, as required for the purposes of submission of the Bid. We further warrant that we have verified and understand all the information received from the Authority in connection with the RFP.

12. EVIDENCE OF AUTHORITY



We acknowledge that the Government of Sindh 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 Government of Sindh, 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

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 Proposal, that he accepts them, and that the Proposal has been submitted with his consent;
- Confirms and agrees that the provisions of Sections 2, 8, 9, 10, 11, and 12 apply to him, with such modifications as the circumstances require.



FORM F-6

DECLARATION

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

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

By submitting a Proposal, we represent and warrant to the Authority that our Proposal 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 this RFP and that the same is in line with the Sindh 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 Authority is not bound to proceed with the procurement exercise and reserves the right at its absolute discretion to accept or not accept any Proposal submitted and thereafter invite any Preferred Bidder to enter into a 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.

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 letter head.)



FORM F-7

POWER OF ATTORNEY

A. POWER OF ATTORNEY TO AUTHORIZE A PERSON TO SUBMIT THE PROPOSAL

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 on stamp paper and notarized 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 BID”

KNOW ALL MEN BY THESE PRESENTS, WE, _____ [NAME AND ADDRESS OF THE REGISTERED OFFICE] DO HEREBY CONSTITUTE, APPOINT AND AUTHORIZE MR./ MS. _____ [NAME

AND RESIDENTIAL ADDRESS] WHO IS PRESENTLY EMPLOYED WITH [US OR THE LEAD MEMBER OF OUR CONSORTIUM] AND HOLDING THE POSITION OF _____ AS OUR ATTORNEY, TO DO IN OUR NAME AND ON OUR BEHALF, ALL OR ANY OF THE ACTS, DEEDS OR THINGS NECESSARY OR INCIDENTAL TO THE OUR BID FOR THE PROJECT ENVISAGING SECURITY AND SAFETY AT JPMC (THE “PROJECT”), INCLUDING SUBMISSION OF APPLICATION / PROPOSAL (INCLUDING PREQUALIFICATION APPLICATION), PARTICIPATING IN CONFERENCES, RESPONDING TO QUERIES, SUBMISSION OF INFORMATION / DOCUMENTS AND GENERALLY TO REPRESENT US IN ALL ITS DEALINGS WITH AUTHORITY, ANY OTHER GOVERNMENT ENTITY OR ANY PERSON, IN CONNECTION WITH THE PROJECT UNTIL CULMINATION OF THE PROCESS OF BIDDING AND THEREAFTER TILL THE EXECUTION OF RELEVANT PROJECT DOCUMENTS WITH AUTHORITY AS MANDATED BY THE RFP DOCUMENT.



WE HEREBY AGREE TO RATIFY ALL ACTS, DEEDS AND THINGS LAWFULLY DONE BY OUR SAID ATTORNEY PURSUANT TO THIS POWER OF ATTORNEY AND THAT ALL ACTS, DEEDS AND THINGS DONE BY OUR AFORESAID ATTORNEY 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 _____, 2025.

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 on stamp paper and notarized 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”

WHEREAS, Government of Sindh in association with the Health Department, Government of Sindh (the “**Authority**”) has invited Bids from interested parties for the operations and management of safety and security at JPMC (“the **Project**”).

AND WHEREAS, M/s _____, M/s _____,
M/s _____,

(hereinafter individually referred to as “**Consortium Member**” and collectively as “**Consortium**”) have formed a Consortium pursuant to a Consortium Agreement dated _____ and are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Prequalification Document in respect of the Project.

AND WHEREAS, it is necessary for the Consortium Members under the RFP Document 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 bid for the Project including but not limited to Prequalification Application.

All capitalized terms used but not defined herein shall have the meaning ascribed thereto in the Prequalification Document in relation to the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT we, M/s _____, M/s _____,



_____, M/s _____ [*the respective names and addresses of the registered offices*] do hereby designate, nominate, constitute, appoint and authorize M/s _____ being one of the members of the Consortium, as the lead member of the Consortium ("**Lead Member**") and true and lawful attorney of the Consortium and hereby irrevocably authorize the Lead Member (with power to sub-delegate), to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium bid for the Project, including submission of application / proposal (including RFP Application), participating in conferences, responding to queries, submission of information / documents and generally to represent the Consortium in all its dealings with Authority, any other Government entity or any person, in connection with the Project until culmination of the process of bidding and thereafter till the execution of relevant Project documents with Authority as mandated by the RFP Document.

We hereby agree to ratify all acts, deeds and things lawfully done by the Lead Member pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by the Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 2025.

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)



FORM F-8

INTEGRITY PACT

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

CONTRACT NUMBER: _____ **DATED:** _____

CONTRACT VALUE: _____

**CONTRACT TITLE: CONTRACTING OUT SAFETY AND SECURITY SERVICES AT JINNAH POST GRADUATE
MEDICAL CENTRE KARACHI 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 Sindh (the Authority) or any administrative subdivision or agency thereof or any other entity owned or controlled by it the Authority) 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 Authority, 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 Authority 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.

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



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

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

HEALTH DEPARTMENT,
, GOVERNMENT OF
SINDH, through its duly authorized
signatory

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

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

.....
(Signature)

NAME:

DESIGNATION:

.....
(Signature)

NAME:

DESIGNATION:



FORM F-9

CURRICULUM VITAE OF PROPOSED EXPERTS

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

Sr. No.	Title of Position	Name
1		
2		
3		

RECOMMENDED FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED EXPERTS

1. Proposed Position: _____
2. Name of Expert & PEC Registration no (if applicable)

3. Name of Firm: _____
4. Current Residential address: _____
5. Telephone No: _____ Fax No: _____
6. E-Mail Address: _____
7. Date of Birth: _____ Citizenship: _____
8. Qualification: _____
9. **Work Experience:** Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company/Project/Position/Relevant technical and management experience

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.

Signature of the Candidate:

Place:

Date:



FORM F-10

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

Project Director
Health Department
Government of Sindh
Karachi

Subject: Providing Safety and Security Services for JPMC Karachi under Public Private Partnership Mode

Dear Sirs:

We, the undersigned, offer to provide the safety and security services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹].

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in the Data Sheet.

We have submitted our Financial Model in PDF on SPPRA EPADS and our Financial Model in Microsoft Excel file is available at link [***insert weblink to Financial Model in Microsoft Excel format***]². We confirm that the weblink shall remain unrestricted and accessible to KWSC for viewing and downloading of the Financial Model in Microsoft Excel format during the Financial Proposal opening date and time. We agree that in the case of any discrepancies between the Microsoft Excel file and the PDF of the Financial Model, the latter shall prevail.

Yours faithfully,

Signature of Authorized Signatory

(Bidder or Lead member)

Name and Title of Signatory:

Name of Firm:

Address:

[The Financial Proposal is to be filled strictly as per the format given in RFP.]

² Bidder shall create an unrestricted weblink using a cloud-based storage service (e.g., Google Drive, One Drive, iCloud, Mega, pCloud, Sync, Icedrive, Koofr, MediaFire, etc.) as available to store and provide the Authority with online access to the Financial Model in Microsoft Excel format.

SAFETY AND SECURITY SERVICES AT JINNAH POST GRADUATE MEDICAL CENTRE (JPMC)



ANNEXURE G

ATTACHMENT TO THE FINANCIAL BID FORM (FORM F10) OF ANNEXURE G

SUMMARY BUDGET

ORGANIZATION: [INSERT NAME]
JPMC Safet & Security Project

(For further details, refer to ANNEX D of the RFP Document)

Input to be provided by the Bidder
Input provided by the Authority
Output
Input not required

* Prospective Bidders shall prepare and submit the Financial Bid for all the Facilities set out in ANNEX G (FORMAT OF FINANCIAL BID) of the Request for Proposals document. All Amounts in Pak Rupees

CATEGORY	DESCRIPTION	Installation Period	YEAR-1	YEAR-2	YEAR-3	YEAR-4	YEAR-5	TOTAL	%*
A	Budget for Non-Current Assets (Fixed Assets)	-	-	-	-	-	-	-	#DIV/0!
B1	Budget for Salaries Non-Security Staff	-	-	-	-	-	-	-	#DIV/0!
B2	Budget for Salaries Security Staff	-	-	-	-	-	-	-	#DIV/0!
C	Budget for Independent Expert Charges	-	-	-	-	-	-	-	#DIV/0!
D	Budget for Inspection / Repairment Expense	-	-	-	-	-	-	-	#DIV/0!
E	Budget for Insurance Expense	-	-	-	-	-	-	-	#DIV/0!
F	Budget for Communication Expense	-	-	-	-	-	-	-	#DIV/0!
G	Budget for Fueling Charges	-	-	-	-	-	-	-	#DIV/0!
H	Budget for Misc. Charges	-	-	-	-	-	-	-	#DIV/0!
I	Management Fee	-	-	-	-	-	-	-	#DIV/0!
J	Taxes (SRB)	-	-	-	-	-	-	-	#DIV/0!
TPB	Total Project Budget	-	-	-	-	-	-	-	-
DF	Discount Factor (15%)	1.000000	0.8696	0.7561	0.6575	0.5718	0.4972	-	-
BP	Bid Price	-	-	-	-	-	-	-	-

Note: * % reflects percentage of the total amount under any cost head as against the total project cost.

BID PRICE (FORM F10 - FINANCIAL BID FORM)

Indexation Factor at 10% 1.10 1.21 1.33 1.46 1.61

BUDGET GUIDELINES

Budget Guidance Notes: This is the required budget format; the Bidders may incorporate related costs in the relevant heads or general expenses to cater to any special needs or requirements proposed in the Technical Proposal. All budget categories need to be aligned with the Project work plan and directly linked with the timelines and outcomes of activities and the Project's scope. Bidders shall thoroughly review the RFP Documents and the Project's scope of work in conjunction with the Budget Guidelines. Costs should be broken down in such a manner that the units required are self-explanatory and closely related to the work plan and the implementation period. The Bidder will provide detailed budget narratives with assumptions against each budget head.

The following points in this Budget Guidelines must be considered as an integral part of the Project's scope while preparing Bid Price; failure to comply with Budget Guidelines and the RFP material terms & conditions by a Bidder may cause sufficient ground for the Evaluation Committee to disqualify or reject entire Bid on account of non-responsive Bid following the Applicable Evaluation Documents.

Category	Description	Budget Guidelines
General Information		<ul style="list-style-type: none"> The budget plan must include a description of the cost heads. The Authority expects that the budget plan will be at a sufficiently advanced state of development to provide a very high level of confidence with respect to the likelihood of its realization following the announcement of the Preferred Bidder. The Bidder may propose any additional heads of costs as proposed in the technical bid, which shall be considered by the Authority. Stamp duty charges shall be borne by the Bidder, therefore, Bidders shall include its cost in their Financial Bid. Cost of inflation be fixed at 10% for salaries and other expenses. The inflation has to be built in the budget heads where so specified above under each line item (as a general principle in case of Fixed Assets' costs if the costs are to be incurred in year(s) after Installation Period then such subsequent costs must be inflation adjusted and all the operational costs have to be inflation adjusted). The Manager has to essentially mention all the applicable taxes and exemptions thereof (if any). Bidders must submit electronic (on USB) and hard copies in the form of a fixed binding folder, of the complete and operational financial model used in preparing the Proposal. This financial model must be accompanied by an assumptions book and an instruction booklet. Each Bidder is free to develop its financial model at its discretion, insofar as the model meets the criteria presented in this Section.
Outputs required		<p>The financial model must contain at least the following output sheets:</p> <ul style="list-style-type: none"> Detailed Budget Summary Detailed Installation Cost Monthly and Total Budget Detailed O&M Cost Budget
Budget for Non-Current Assets (Fixed Assets)		<p>This line item refers to and, inter alia, includes the installation cost, if any, relating to the procurement and installation of fixed assets (Cameras, Laptops, security systems, information & communication technology system (ICT), baby tags, data center, guard patrolling system, and other required equipment) for the project listed in ANNEXURE D (TECHNICAL SPECIFICATIONS). The Budget shall be utilized for the procurement and installation of equipments accordance with the Scope and requirement set out in Annexure B or elsewhere of the RFP document.</p> <p>The Concessionaire shall maintain the fixed assets register properly filled and updated to record all the non-current (fixed) assets purchased for the project listed in ANNEXURE D (TECHNICAL SPECIFICATIONS) at all times during the Concession Period. The Authority or IE/IA may check or call such information with a complete or partial record for verification or cross-check report at any time during Concession Period.</p> <p>Note: The input amount under this line item is fixed by the Authority and shall be reimbursed on actual basis. Further, the budget under this category is non-lapsable. Any savings or unutilized amount shall be carried forward to the next year without any inflationary adjustment</p>
Budget for Operational (recurring) Expenditure		<p>This line item refers to and, inter alia, includes cost of operations and management of the activities and equipment listed in ANNEXURE D (TECHNICAL SPECIFICATIONS) as per best industry practice, to be specific, in accordance with the KPIs, scope of work set forth in the ANNEXURE B of RFP document and technical proposal of the successful bidder.</p> <p>The cost under this category shall be the sum of budget heads for operational expenditure (B4H) specified in the Detailed Operation Budget sheet.</p> <p>Note: This cost head shall be utilized for any deductions based on evaluating the Key Performance Indicators.</p>
Management Fee		<p>Management Fee is the cost charged by the Bidder for providing its services to the Authority for managing the Project in accordance with the scope of services and KPIs. This line item refers to and, inter alia, includes the estimated cost for the following:</p> <ul style="list-style-type: none"> Undertake the field monitoring of the Facilities and/or any other visits in relation to the Project by the project's staff; Stamp Duty @ 0.35% of the bid price Any other costs for the organization's time, intellect, and expertise that it would bring to the Project. Cost of any other activity as specified in the Concession Agreement and Technical Proposal but not covered elsewhere in the Bid Price, to ensure achieving the Project's Key Performance Indicators throughout the Concession Period. <p>Note: This cost head shall be utilized for any deductions based on evaluating the Key Performance Indicators.</p>
Taxes (SRB)		<p>It refers to the applicable Sindh Sales Tax on Services payable by the Bidder to Sindh Revenue Board (SRB) for this intervention during the Concession Period. Currently, the sales tax on PPP projects is exempted for a period up to 30th June 2025, as per the notification no. SRB/TB/23/2021 dated 3rd March 2023 issued by the Sindh Revenue Board.</p>

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A	Budget for Installation Expenditure	Unit	Unit Price (PKR)	Total Amount (PKR) for 6 Months	Month 1		Month 2		Month 3		Month 4		Month 5		Month 6		Budget Guidelines
					Unit	Amount (PKR)	Unit	Amount (PKR)	Unit	Amount (PKR)	Unit	Amount (PKR)	Unit	Amount (PKR)	Unit	Amount (PKR)	
A1	Infrastructure, Cabling(Power & connectivity) With Power, Fiber and fiber modules, Junction Boxes etc for long distance cover	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	This line item refers to and, inter alia, includes the month wise installation costs of items as listed in ANNEXURE D-1 (SECURITY INFRASTRUCTURE).
A2	Security Check Posts	12	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
A3	Security Rooms for guidance and counselling	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
A4	8MP PTZ Camera 36X Zoom	30	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
A5	8MP IP Vari-focal Cameras with face detection	396	-	-	-	-	-	-	-	-	-	-	-	-	-	-	This line item refers to and, inter alia, includes the month wise installation costs of items as listed in ANNEXURE D-2 (CCTV VIDEO SECURITY EQUIPMENT).
A6	4MP IP Vari-focal Cameras with face detection	231	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
A7	4MP Artificial Intelligence Cameras	70	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
A8	PTZ Controller For Hi Speed Dome Camera Controls	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
A9	Hard Disk Drives 6TB Surveillance	100	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
A10	Video Walls	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
A11	Surveillance Drone Cameras	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
A12	Network Video Recorders	25	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
A13	Artificial Intelligence Video Recorders	5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
A14	Latest Generation PC at Control Room with 21" LCD	15	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
A15	Full HD 15" Laptops Latest Generation	5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
A16	Storage Server	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
A17	Client Servers	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
A18	Licensed Software For Central Monitoring of CCTV System, Access Control System and Artificial Intelligent System for 800 cameras	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	This line item refers to and, inter alia, includes the month wise installation costs of items as listed in ANNEXURE D-3 (BODY WORN CAMERAS).
A19	Body Worn Cameras	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
A20	Docking Stations	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
A21	Licensed Software	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
A22	RFID ACCESS CONTROL SYSTEM WITH ELECTRONIC LOCKS	85	-	-	-	-	-	-	-	-	-	-	-	-	-	-	This line item refers to and, inter alia, includes the month wise installation costs of items as listed in ANNEXURE D-4 (ACCESS CONTROL SYSTEM).
A23	WALKTHROUGH GATES	39	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
A24	Metal Detector	25	-	-	-	-	-	-	-	-	-	-	-	-	-	-	This line item refers to and, inter alia, includes the month wise installation costs of items as listed in ANNEXURE D-5 (WALK THROUGH GATES).
A25	Automatic Electronic barrier	8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
A26	Hydraulic Barrier Bullet Type	5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	This line item refers to and, inter alia, includes the month wise installation costs of items as listed in ANNEXURE D-6 (BARRIERS).
A27	Manual Fabricated Barrier	26	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
A28	Razor Barbed Wire for hospital Boundary in Meters	2,238	-	-	-	-	-	-	-	-	-	-	-	-	-	-	This line item refers to and, inter alia, includes the month wise installation costs of items as listed in ANNEXURE D-7 (BOUNDARY FENCE).
A29	IP Public Address System including Speaker 10Watt with Amplifiers, Wireless Mic & Desktop Mic	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
A30	Wireless Walkie Talkie Sets	150	-	-	-	-	-	-	-	-	-	-	-	-	-	-	This line item refers to and, inter alia, includes the month wise installation costs of items as listed in ANNEXURE D-8 (IP PA SYSTEM & COMMUNICATION SYSTEM).
A31	Telephone Exchange	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
A32	Industrial Grade Lights	140	-	-	-	-	-	-	-	-	-	-	-	-	-	-	This line item refers to and, inter alia, includes the month wise installation costs of items as listed in ANNEXURE D-9 (SECURITY LIGHTS).
A33	Fire Alarm Pannels with Smoke Detectors, Call Points and Flashers	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
A34	Fire Extinguishers with 1 year expiry	493	-	-	-	-	-	-	-	-	-	-	-	-	-	-	This line item refers to and, inter alia, includes the month wise installation costs of items as listed in ANNEXURE D-10 (FIRE ALARM SYSTEM).
A35	Fire Balls for five years validity	314	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
A36	Baby Mother Tagging System for 300 babies (Active RFID Wrist Band Tags with complete system)	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	This line item refers to and, inter alia, includes the month wise installation costs of items as listed in ANNEXURE D-11 (BABY MOTHER TAGGING SYSTEM).
A37	Guard Patrol Readers with contact points	12	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
A38	Generator 25KVA Japanese	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	This line item refers to and, inter alia, includes the month wise installation costs of items as listed in ANNEXURE D-12 (GUARD PATROLLING SYSTEM).
A39	UPS 10KVA System	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
A40	A.C. Capacity 2 Ton Standing Unit	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
A41	Poles for Lights and Cameras	140	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
A42	2700CC One Double Cabin & One Single Cabin	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
A43	125CC Motorbike for 6 bikes	8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
A44	Lifters for Car and Motorbike	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	This line item refers to and, inter alia, includes the month wise installation costs of items as listed in ANNEXURE D-13 (GUARD PATROLLING SYSTEM).
A45	Solid Wooden Door with Glass Door with Aluminum fixings	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
A46	Miscellaneous Expense		-	-	-	-	-	-	-	-	-	-	-	-	-	-	This line item refers to and, inter alia, includes any other expense essential to ensure smooth operations and management of the project in accordance with the KPIs, scope of work and Technical Proposal of the Successful bidder.
A	Grand total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	

Error Check No Errors

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	Budget for Operational (recurring) Expenditure	Unit	Unit Price (PKR)	Amount (PKR) Year 1	Budget Guidelines
	Security Head	1		-	This line item refers to and, inter alia, includes the costs of salaries of management staff including the key as listed in ANNEXURE E (REQUIRED HUMAN RESOURCES).
	Project Head	1		-	
	IT specialist	2		-	
	Security Supervisors	8		-	
	Finance Manager	1		-	
	Admin Manager	1		-	
	Shift Incharge	4		-	
	CCTV Operators	14		-	
	Field Officers	4		-	
	Fire Fighters	8		-	
	Patient Tagging Operators	14		-	
	Driver	7		-	
	Peon	4		-	
	A.C Technician	2		-	
	Electrician	2		-	
	Sweeper	4		-	
	CCTV and Fire Alarm Technical workers	10		-	
B1	Budget for Salaries Non-Security Staff			-	
	Security Guards	300		-	This line item refers to and, inter alia, includes the costs of salaries of security staff as listed in ANNEXURE E (REQUIRED HUMAN RESOURCES).
	Quick Response Force	25		-	
B2	Budget for Salaries Security Staff			-	
C	Budget for Independent Expert Charges	12 Months		-	This line item refers to and, inter alia, includes the costs of Independent Expert to be acquired in Installation Period and Operations Period, for services as listed in Schedule J of Draft Concession Agreement (TERMS OF REFERENCE FOR THE INDEPENDENT Expert)
	Inspection / Repair of CCTV and Monitoring Equipment	0.75%	-	-	This line item refers to and, inter alia, includes the cost of repairing and maintaining the security and safety apparatus , as listed in ANNEX B (SECURITY APPARATUS AND SCOPE OF WORK) during the Operations Period. The repair & maintenance will apply at the rate of 0.75% from the second year (Year-2) of operations on the installation costs of all items given in Annexures D-1, D-2, D-4, D-10 and D11.
	Inspection / Repair of Access Control	0.75%	-	-	
	Inspection / Repair of Fire Alarm System	0.75%	-	-	
	Inspection / Repair of Mother Baby Tagging	0.75%	-	-	
	Inspection / Repair of Vehicles	1.50%	-	-	The repair & maintenance will apply on cost of Vehicles and Bikes as listed in Annexure D-13, at the rate of 1.5% will start from the second year of operations (Year-2).
D	Budget for Inspection / Repairment Expense			-	
	Insurance for Building Improvements		-	-	This line item refers to and, inter alia, includes the cost of procuring insurance of the equipments, as listed in ANNEX B (SECURITY APPARATUS AND SCOPE OF WORK) during the Operations Period. The insurance will be procured against all items under Annexures D-1 to D-6 and D-8 to D-14 at the rate provided by the bidder.
	Insurance for Furniture and Fixtures		-	-	
	Insurance for Equipment		-	-	
	Insurance for Computer Equipment		-	-	
	Insurance for Vehicles		-	-	
E	Budget for Insurance Expense			-	
	IT Related Expenses	12 Months		-	This line item refers to and, inter alia, includes the costs of utilities, e.g., electricity, internet/ wi-fi, telecommunication, etc., of all the Facilities during the Operations Period.
	Mobile Phone	12 Months		-	
	Mass Storage	12 Months		-	
	Internet Connectivity	12 Months		-	
F	Budget for Communication Expense			-	
G	Budget for Fueling Charges	12 Months		-	Insert per month Fuel Cost, the same will be indexed with 10% inflation in Budget Summary Sheet
	Stationary and printing	12 Months		-	This line item refers to and, inter alia, includes general or petty expenses incidental to running day-to-day activities and additional interventions proposed by the Operator.
	Grocery and Entertainment	12 Months		-	
H	Budget for Misc. Charges			-	
I	Management Fee	0.00%			Management Fee (%) is to be provided by the Bidder in the range of 7.5% to 15%. The Management Fee will apply on all items of operational budget excluding salaries of the Guards/SSGs
	Total			-	

Annexure H
Key Performance Indicators (KPIs)



KEY PERFORMANCE INDICATORS ANNEXURE E

MANAGEMENT, PLANNING, IMPLEMENTATION & EVALUATION

(OVERALL WEIGHTAGE: 100 MARKS)

A)	Key Performance Indicator	CCTV Operations Plan – 20 Marks			
	Description	The CCTV System plan aims to ensure a safe and secure environment for patients, staff, and visitors through the effective monitoring and response to incidents. The system will provide real-time surveillance of strategic locations, detect and prevent security threats, and facilitate prompt response to emergencies. The plan will be implemented and monitored through the following KPIs and action plan.			
	Measurement/ Criteria	ACTION PLAN	FREQUENCY	OBSERVATION MEMO	MARKS
	1.	Functionality of CCTV Cameras at any given time	To be reviewed on monthly basis by an Independent Expert	<ul style="list-style-type: none"> Check camera video feed for clarity and stability Verify camera is recording footage as expected Check for any error messages or alerts Confirm camera is properly configured and aligned Test camera's motion detection and alert features (if applicable) 	04 marks
	2.	Functionality of Drone cameras at any given time.		<ul style="list-style-type: none"> Check drone video feed for clarity and stability Verify drone is recording footage as expected Check for any error messages or alerts Confirm drone is properly configured and aligned Test drone's GPS and navigation systems Review drone footage for any security or privacy concerns 	02 marks
	3.	Functionality of body worn cameras at any given time.		<ul style="list-style-type: none"> Check camera video feed for clarity and stability Verify camera is recording footage as expected Check for any error messages or alerts Confirm camera is properly configured and aligned Test camera's motion detection and alert features (if applicable) 	02 marks



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	4.	Capability of cameras for face recognition at strategic location through installed cameras.	To be reviewed on quarterly basis	<ul style="list-style-type: none"> Examine camera images for clarity and suitability for face recognition Verify face recognition software is properly configured and calibrated Test face recognition accuracy and adjust settings if necessary Evaluate lighting conditions and adjust if necessary Confirm face recognition data is properly stored and secured 	02 marks
	5.	Maintenance of recording for at least one month of site for all cameras	To be reviewed on monthly basis	<ul style="list-style-type: none"> Verify recordings are maintained for at least one month for all cameras Check storage capacity and plan for upgrades if needed Review recording quality and adjust settings if necessary Confirm recordings are properly tagged and indexed Test playback functionality to ensure recordings can be easily accessed and viewed 	02 marks
	6.	Capability of cameras to cover all incidents reports like theft, etc.		<ul style="list-style-type: none"> Review records of incidents (e.g., theft) Check number of events handled or mishandled Analyze incident trends and recommend improvements Verify incident reports are properly documented and stored Test incident reporting software and adjust settings if necessary 	03 marks
	7.	Availability of monitoring staff at all times (24/7)		<ul style="list-style-type: none"> Monitor biometric attendance records for monitoring staff Verify monitoring staff are available 24/7 as required Check for any attendance discrepancies or issues Evaluate monitoring staff performance and provide feedback 	05 marks



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B)	Key Performance Indicator	Baby Tagging Operations Plan – 10 Marks			
	Description	Ensuring the safety and security of newborn babies is a top priority, and the Baby Tagging System plan in the hospital shall be designed to achieve this goal through the use of electronic tags that prevent abduction and ensure accurate identification. This system will provide real-time monitoring of baby locations, alert staff to potential security breaches, and facilitate prompt response to emergencies. The plan will be implemented and monitored through the following KPIs and action plan:			
	Measurement/ Criteria	ACTION PLAN	FREQUENCY	OBSERVATION MEMO	MARKS
	1.	Ensuring mothers are tagged before entering labor room through an active RFID tag	To be reviewed on monthly basis by an Independent Expert	<ul style="list-style-type: none"> Verify that all mothers are tagged with an active RFID tag before entering the labor room Check the tag for proper placement and functionality Ensure that the tag is properly linked to the mother's medical record Observe the process of tagging and ensure that it is done efficiently and accurately Assess the training and competency of staff responsible for tagging Review the maintenance and functionality of RFID tags and readers 	01 marks
	2.	Ensure accurate transfer of tag from mother to baby		<ul style="list-style-type: none"> Verify that the RFID tag is properly transferred from the mother to the baby after delivery Check the tag for proper placement and functionality on the baby Ensure that the tag is properly linked to the baby's medical record Observe the process of transferring the tag and ensure that it is done accurately and efficiently 	02 marks



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	3.	Ensuring babies are kept tagged during movement to different locations within territory of the system		<ul style="list-style-type: none"> • Verify that babies are properly tagged and tracked during movement to different locations within the territory of the system • Check the tag for proper placement and functionality during movement • Ensure that the tag is properly linked to the baby's medical record • Observe the process of tracking and ensure that it is done accurately and efficiently 	01 marks
	4.	control doors with alarms to ensure only authorized persons are allowed to exit with a child.		<ul style="list-style-type: none"> • Verify that control doors are functioning with alarms • Check the authorization process for exiting with a child • Ensure that only authorized persons are allowed to exit with a child • Observe the process of exiting with a child and ensure that it is done securely and efficiently 	01 mark
	5.	Ensuring that no baby is discharged without proper record of tagging		<ul style="list-style-type: none"> • Verify that all babies are properly tagged and tracked before discharge • Check the tag for proper placement and functionality before discharge • Ensure that the tag is properly linked to the baby's medical record • Observe the discharge process and ensure that it is done accurately and efficiently 	01 marks
	6.	RFID tag functionality		<ul style="list-style-type: none"> • RFID tags can be unobtrusively read from 1 - 10 metres away. • Tags can uniquely identify babies without relying on barcode, which can become obscured • RFID tags allow the real time location of babies to be 	01 marks



KEY PERFORMANCE INDICATORS
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				<ul style="list-style-type: none"> precisely monitored. RFID tags can be integrated with electronic access control on maternity unit doors. 	
	7.	Contingency plan in case of baby theft/exchange notification		<ul style="list-style-type: none"> Alerting security personnel Inspecting patient rooms, hallways and staff areas, Implementing access controls to secure all external doors 	01 marks
	8.	Availability of tagging staff at all times (24/7)		<ul style="list-style-type: none"> Verify that tagging staff are available at all times (24/7) through biometric attendance records Check the biometric attendance records to ensure that staff are present and available during their scheduled shifts Ensure that staffing levels are adequate to meet the demands of the tagging process Observe the tagging process and ensure that it is done accurately and efficiently 	02 marks
C)	Key Performance Indicator	Visitor Management Plan – 06 Marks			
	Description	To maintain a safe and secure environment, a Visitor Management Plan shall be implemented to control and monitor visitor access, identifying and verifying visitors, and ensuring compliance with hospital policies and procedures.			
	Measurement/ Criteria	ACTION PLAN	FREQUENCY	OBSERVATION MEMO	MARKS



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	1.	Allowing only authorized attendants in ward along with display of visitor pass.	To be reviewed on monthly basis by an Independent Expert	<ul style="list-style-type: none">• Conduct daily observations to ensure that only authorized attendants are allowed in the ward and that visitor passes are displayed.• Review CCTV footage daily to ensure that it is being monitored on every visit.• Document any security breaches or unauthorized access.	02 marks
	2.	Identity verification and screening on arrival		<ul style="list-style-type: none">• Keep track of visitors' check in and check out from the hospital premises.• Collect appropriate identity verification and maintain identity records of visitors.• Conduct screening eg. Back checks, metal detection of visitors on arrival to ensure no carrying of harmful equipment.	02 marks
	3.	Adequate management of visitors in main and day care operation theaters		<ul style="list-style-type: none">• Conduct daily observations to ensure that only authorized attendants are allowed in the ward and that visitor passes are displayed.• Review CCTV footage daily to ensure that it is being monitored on every visit.• Document any security breaches or unauthorized access.• Evaluate the visitor management process in main and day care operation theaters daily.• Assess the effectiveness of the visitor management process in preventing disruption to hospital operations.	02 marks
D)	Key Performance Indicator	Parking Management Plan – 06 Marks			
	Description	The Parking Management Plan aims to ensure efficient and secure parking operations, providing a safe and convenient experience for patients, staff, and visitors. The plan will manage parking capacity, control access, and enforce parking regulations to minimize congestion, reduce hazards, and maintain a smooth traffic flow. The plan will be implemented and monitored through the following KPIs.			



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	Measuremen t/ Criteria	ACTION PLAN	FREQUENCY	OBSERVATION MEMO	MARKS
	1.	Ability to have adequate control of parking in the hospital premises	To be reviewed on monthly basis by an Independent Expert	<ul style="list-style-type: none"> Count the number of vehicles parked in the hospital premises and compare it to the available parking slots. Maintain a log of vehicles entering and leaving the premises Verify that the number of vehicles parked does not exceed the available parking slots. Document any instances of overflow parking. 	01 mark
	2.	Ensure no parking at impermissible areas		<ul style="list-style-type: none"> Check for any vehicles parked without parking stickers. Verify that only authorized vehicles with parking stickers are parked in the hospital premises Document any instances of impermissible vehicles parked. 	02 marks
	3.	Traffic management		<ul style="list-style-type: none"> Plan for movement of vehicles within the hospital premises Contingency plan for motor vehicle collision in cases of a) apparent damage to vehicle b) no apparent damage Plan for disciplinary action in case of policy breach a) issuance of citation b) issuance of fine/warning c) vehicle towing 	01 mark



KEY PERFORMANCE INDICATORS ANNEXURE E					
	4.	Designated parking spaces for staff members.		<ul style="list-style-type: none"> Check if designated parking slots for other hospital staff and visitors are clearly marked and assigned. Verify that staff and visitors are parking in their designated slots Document any instances of non-compliance. 	02 marks
E)	Key Performance Indicator	Fire Safety Plan – 08 Marks			
	Description	The Fire Safety Plan will ensure the prevention and mitigation of fire-related injuries, damage, and disruptions to hospital operations. The plan will provide fire prevention measures, and outline emergency response procedures to protect patients, staff, and visitors in the event of a fire.			
	Measurement/ Criteria	ACTION PLAN	FREQUENCY	OBSERVATION MEMO	MARKS
	1.	Regular maintenance of fire safety equipment.	To be reviewed on annual basis by an Independent Expert	<ul style="list-style-type: none"> Check the fire safety equipment to ensure it is properly maintained. Regular refilling of fire extinguishers before 07 days of expiry Verify that all equipment is in good working condition Document any issues or concerns. 	02 marks
	2.	Conducting fire drill on annual basis.	To be reviewed on annual basis	<ul style="list-style-type: none"> Verify that a fire drill is conducted annually. Check that the manager is aware of their responsibility to call the staff in the event of a fire drill. Document any issues or concerns. 	02 marks
	3.	Means of egress and functionality of fire/smoke alarms	Annual review	<ul style="list-style-type: none"> Annual inspection, maintenance and testing of smoke detectors Quarterly testing of visual and audible fire alarms Efficient evacuation plan and clear fire exits 	02 marks



KEY PERFORMANCE INDICATORS ANNEXURE E					
	4.	Availability of fire fighters	To be reviewed on quarterly basis	<ul style="list-style-type: none"> Check the biometric attendance of fire fighters to ensure they are available. Verify that fire fighters have the necessary certification. - Document any issues or concerns. 	02 marks
F)	Key Performance Indicator	Waiting Area Management Plan – 08 Marks			
	Description	The Waiting Area Management Plan will prioritize the safety and security of patients and visitors by controlling access, monitoring the area, and preventing potential security threats. The plan will be implemented and monitored through the following KPIs:			
	Measurement/ Criteria	ACTION PLAN	FREQUENCY	OBSERVATION MEMO	MARKS
	1.	Adequate staffing at waiting area at all times.	To be reviewed on quarterly basis	<ul style="list-style-type: none"> Check biometric attendance records to ensure that the required number of staff are present at the waiting area at all times. Verify that the staffing levels meet the requirements Document any instances of understaffing. 	02 marks
	2.	Ensure no unnecessary stay of patients' attendants in the waiting area		<ul style="list-style-type: none"> Physically check the waiting area on every visit to verify that all individuals present have a purpose to be there. Document any instances of unnecessary stay. Ensure that attendants are not staying longer than necessary. 	02 marks
	3.	Ensure patrolling of security staff in every 6 hours		<ul style="list-style-type: none"> Check security staff patrolling logs to ensure that patrolling is taking place every 6 hours. Verify that security staff are present at the designated locations. Document any instances of non-compliance. 	02 marks



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	4.	Adequate camera coverage of access points.		<ul style="list-style-type: none"> Check camera coverage to ensure that all access points are covered. Verify that cameras are functioning properly Document any instances of non-compliance. 	02 marks
G)	Key Performance Indicator	Subversive Activity Management Plan – 13 Marks			
	Description	The Subversive Activity Management Plan will detect, prevent, and respond to any unauthorized or disruptive activities that could compromise the security, safety, and operations of the hospital. The plan will identify potential threats, implement countermeasures, and ensure swift response to mitigate risks and maintain a stable environment.			
	Measurement/ Criteria	ACTION PLAN	FREQUENCY	OBSERVATION MEMO	MARKS
	1.	Adequate manning at access points at all times	To be reviewed on quarterly basis	<ul style="list-style-type: none"> Physically check the presence of guards at access points at all times, including during peak and off-peak hours. Monitor CCTV camera records to ensure guards are present and alert, and that they are actively monitoring access points. Document any instances of understaffing or lack of vigilance, including dates, times, and locations Review security logs and incident reports to identify any patterns or trends related to access point security. 	03 marks



KEY PERFORMANCE INDICATORS
ANNEXURE E

	2.	Vigilant staff posting at access points		<ul style="list-style-type: none"> Observe staff posting at access points to ensure they are vigilant and alert, and that they are actively monitoring access points. Monitor CCTV camera records to ensure staff are actively monitoring access points, and that they are responding promptly to any security incidents. Document any instances of lack of vigilance or inattention, including dates, times, and locations. Review security logs and incident reports to identify any patterns or trends related to staff vigilance. 	02 marks
	3.	Adequate camera coverage of access points		<ul style="list-style-type: none"> Conduct a physical inspection of CCTV camera locations and positions to ensure they provide adequate coverage of access points. Verify that CCTV cameras are functioning properly and that they are providing clear video footage. Document any instances of inadequate coverage or camera malfunction, including dates, times, and locations. Review security logs and incident reports to identify any patterns or trends related to camera coverage. 	03 marks
	4.	Security threat response plan		<ul style="list-style-type: none"> Development and implementation of threat mitigation plan Staff training in conflict resolution and threat management Plan for contacting external security assistance if required 	02 marks
	5.	Regularly manned security check posts at all times with armed guards		<ul style="list-style-type: none"> Physically check the presence of armed security guards at security check posts at all times, including during peak and off-peak hours. Monitor CCTV camera records to ensure guards are present and alert, and that they are actively monitoring 	03 marks



KEY PERFORMANCE INDICATORS ANNEXURE E

				security check posts. <ul style="list-style-type: none"> Document any instances of understaffing or lack of vigilance, including dates, times, and locations Review security logs and incident reports to identify any patterns or trends related to security check post security. 	
H)	Key Performance Indicator	Public Address System Plan – 04 Marks			
	Description	The plan will outline procedures for making announcements, emergency notifications, and critical alerts, and will ensure that all messages are accurate, concise, and accessible.			
	Measurement/ Criteria	ACTION PLAN	FREQUENCY	OBSERVATION MEMO	MARKS
	1.	Functionality of PA System at all times (24/7)	To be reviewed on quarterly basis	<ul style="list-style-type: none"> Conduct regular tests of the public address system to ensure it is functioning properly. Provide training to staff on the proper use of the system. Ensure that the system is properly maintained and that any issues are addressed in a timely manner Consider implementing a backup system in case of an emergency. Review and update the emergency communication plan to ensure it is effective and efficient. 	04 marks
I)	Key Performance Indicator	Quality Management Plan – 10 Marks			
	Description	Quality Management Plan will ensure that all incidents are handled in a timely, effective, and efficient manner to minimize their impact on patients, staff, and hospital operations. The plan will establish clear procedures for incident reporting, assessment, response, and resolution. The plan's effectiveness will be tracked and measured through KPIs.			
	Measurement	ACTION PLAN	FREQUENCY	OBSERVATION MEMO	MARKS



KEY PERFORMANCE INDICATORS
ANNEXURE E

	t/ Criteria			
	1.	Capability to handle minor conflicts amicably	To be reviewed on monthly basis	<ul style="list-style-type: none"> Review incident reports for minor conflicts Identify the number of minor conflicts that occurred Analyze the causes of the conflicts Evaluate the effectiveness of the conflict resolution strategies used Conduct staff interviews to assess conflict resolution skills Ask staff members about their experience with conflict resolution Evaluate their understanding of conflict resolution strategies
	2.	Minimization of incident		<ul style="list-style-type: none"> Track and analyze incident report data Identify the number of incident reports Analyze the causes of the incidents Evaluate the effectiveness of incident prevention measures Identify root causes of incidents and implement corrective actions Identify the root causes of incidents Implement corrective actions to prevent similar incidents from occurring Evaluate the effectiveness of the corrective actions Review incident prevention measures ensure compliance with incident reporting procedures
	3.	Resolve minor incidents within 24 hours with corrective action and timely reporting to the authority		<ul style="list-style-type: none"> Review incident resolution records for minor incidents: Identify the number of minor incidents resolved within 24 hours Evaluate the effectiveness of the incident resolution



KEY PERFORMANCE INDICATORS ANNEXURE E					
				strategies used <ul style="list-style-type: none"> Identify areas for improvement Verify corrective actions and timely reporting Evaluate the effectiveness of the corrective actions and reporting Conduct staff interviews to ensure understanding of incident resolution procedures 	
	4.	Capability to handle major conflicts and timely reporting to authority		<ul style="list-style-type: none"> Review records of major conflict resolution Identify the number of major conflicts resolved Evaluate the effectiveness of the conflict resolution strategies used - Identify areas for improvement Analyze timeliness of reporting to the authority Evaluate the effectiveness of the Conduct staff interviews to ensure understanding of major conflict resolution procedures 	02 marks
	5.	Submission of incident handling report on weekly basis		<ul style="list-style-type: none"> Review records of incident handling reports Identify the number of incident handling reports submitted Evaluate the completeness and accuracy of the reports Review the content of the Conduct staff interviews to ensure understanding of reporting procedures Analyze report data to identify trends and areas for improvement 	02 marks
J)	Key Performance Indicator	Guards Management and Patrolling System Plan – 15 Marks			



KEY PERFORMANCE INDICATORS
ANNEXURE E

	Description	The Guards Management and Patrolling System Plan will ensure the effective deployment and utilization of security personnel to prevent, detect, and respond to security threats. The plan will optimize guard tours, patrols, and surveillance activities to maximize visibility, deterrence, and response capabilities.			
	Measurement/ Criteria	ACTION PLAN	FREQUENCY	OBSERVATION MEMO	MARKS
1.	Patrolling of strategic locations		To be reviewed on monthly basis	<ul style="list-style-type: none"> Observe security guards patrolling strategic locations (e.g. entrances, exits, corridors) Review patrol logs and records to ensure completeness and accuracy Evaluate the effectiveness of patrol routes and schedules Conduct interviews with security guards to assess their understanding of patrol procedures Review security protocols and procedures to ensure they are up-to-date and effective 	05 marks
2.	Availability of equipped security guards at main gates			<ul style="list-style-type: none"> Observe security guards at main gates to ensure they are equipped with necessary weapon Review records to ensure security guards are properly trained Evaluate the effectiveness of security protocols and procedures at main gates Conduct interviews with security guards to assess their understanding of their roles and responsibilities Review security protocols and procedures to ensure they are up-to-date and effective 	05 marks



KEY PERFORMANCE INDICATORS
ANNEXURE E

	3.	Availability of security officers at information desk		<ul style="list-style-type: none"> • Observe security officers at information desk to ensure they are available and responsive to queries • Review records to ensure security officers are properly trained • Evaluate the effectiveness of security protocols and procedures at information desk • Conduct interviews with security officers to assess their understanding of their roles and responsibilities • Review security protocols and procedures to ensure they are up-to-date and effective 	05 marks
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DRAFT CONCESSION AGREEMENT

DATED AS OF [●], _____ 2025

AT: KARACHI, PAKISTAN

BETWEEN

**HEALTH DEPARTMENT
GOVERNMENT OF SINDH
(AS AUTHORITY)**

DRAFT AND

**[NAME OF THE LEAD MEMBER OF THE PREFERRED BIDDER TO BE INSERTED]
(AS CONCESSIONAIRE)**

FOR

**IN RESPECT OF THE CONCESSION TO DESIGN, UPGRADE, OPERATE AND MAINTAIN
THE SAFETY & SECURITY SERVICES AT
JINNAH POST GRADUATE MEDICAL CENTRE KARACHI**



CONCESSION AGREEMENT

This **AGREEMENT** is made at Karachi on this the _____ day of _____, 2025 (the “**Signing Date**”);

BETWEEN:

- (1) **THE HEALTH DEPARTMENT, GOVERNMENT OF SINDH**, through its Secretary, having its principal office at Sindh Secretariat, Karachi, Pakistan (hereinafter referred to as the “**Authority/ GoS**”, which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns), of the one part;

AND

- (2) [●] having its registered office at [●], Karachi (hereinafter referred to as the “**Concessionaire**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors-in-interest, permitted assigns and substitute), of the other part;

(the **Authority / GoS** and the **Concessionaire** shall collectively be referred to as the “**Parties**” and individually as the “**Party**”).

RECITALS:

- (1) The Authority, through the Public Private Partnership Node Health Department Government of Sindh intends to contract out installation of security equipment and management, operations of safety & security services at Jinnah post graduate medical center (“**JPMC**”) Karachi, with the aim to provide overall security to the entire premises of the hospital through management of electronic security and surveillance systems.
- (2) On, [●] 2025, the Authority issued Request for Proposals (the “**Request for Proposal**” or “**RFP**”) to prospective bidders for, *inter alia*, inviting submission of bids for installation of security equipment and management, operations of safety and security services at JPMC Karachi for the period of five (5) years and six (6) months.
- (3) Pursuant to the terms of the RFP, the Concessionaire submitted its bid for the Project (the “**Bid**”). After evaluation of the technical and financial bids by the Technical and Financial Evaluation Committee (**TFEC**) constituted for the Project, the Concessionaire was selected as successful bidder for the Project pursuant to the RFP. In light of that, a letter of award has been issued by Authority to the Concessionaire dated _____.
- (4) The Authority now wishes to enter into this Agreement with the Concessionaire for the execution of the Project, subject to and on the terms and conditions set forth herein;



NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. **DEFINITIONS AND INTERPRETATIONS**

1.1 **Definitions**

In this Agreement, the following words and expression shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

“Actual Basis” means the actual spending or expenditure incurred by the Concessionaire for provision of the Services (excluding the Management Fee), checked/verified by the Independent Expert during Monthly Installation Payment Period and Annuity Amount Payment Evaluation Period, on the basis of actual invoices/receipts of vendors and/or suppliers, salary-slips, operational records, and statement of transactions of the Concessionaire, in Concessionaire Installation Amount Payment Account and Concessionaire Annuity Amount Payment Account, submitted by the Concessionaire to the Independent Expert; provided however that the sum of all actual spending or expenditure during Monthly Installation Payment Period, including particular month shall not be more than the Monthly Installation Cost for that particular month;

“Additional Cost” means the additional capital expenditure and/or the additional operating cost and/or all of the above as the case may be, which the Concessionaire would be required to incur as a consequence of Additional Services Order; provided, that the Additional Costs shall not be more than fifteen (15%) percent of the Project Cost and be paid to the Concessionaire by the Authority in terms as mutually agreed between the Parties and it shall not form part of the Project Cost;

“Additional Services” shall have the meaning ascribed thereto in Article 17.1;

“Additional Services Notice” shall have the meaning ascribed thereto in Article n 17.2.1;

“Additional Services Order” shall have the meaning ascribed thereto in Article 17.3.3;

“Affected Party” shall have the meaning ascribed thereto in Article 12.1.1;

“Agreement” means this Agreement, its Recitals, and Schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;

“Annuity Amount” means the quarterly annuity amount (excluding the Management Fee), as set out in **Schedule F** (*Annuity Amount Payment Schedule*), which the Authority shall make to the Concessionaire as per the Actual Basis.

“Annuity Amount Payment” means the quarterly payments (Annuity Amount + Management Fee), which the Authority shall make to the Concessionaire on quarterly basis in accordance with Article 9 (*Accounts and Annuity Amount Payments*) of this Agreement;



“Annuity Amount Payment Certificate” shall have the meaning ascribed thereto in Article 9.3.1;

“Annuity Amount Payment Date” means each such date on which the Annuity Amount Payments shall be paid by the Authority to the Concessionaire, being the dates set out in the Annuity Amount Payment Schedule;

Annuity Amount Payment Evaluation Date means:

- (a) in respect of the first (1st) Annuity Amount Payment Date, the date on which the first Annuity Amount Payment shall be debited from the Authority Annuity Amount Payment Account and credited to the Concessionaire Annuity Amount Payment Account;
- (b) in respect of each other Annuity Amount Payment Date, the date falling Thirty (30) days immediately prior to such Annuity Amount Payment Date;

“Annuity Amount Payment Evaluation Period” means:

- (a) in respect of the first Annuity Amount Payment Date, a period equal to zero (0) days;
- (b) in respect of second Annuity Amount Payment Date, a period of sixty (60) days between first Annuity Amount Payment Date and second Annuity Amount Payment Evaluation Date;
- (c) in respect of each other Annuity Amount Payment Date, the period between the two (2) Annuity Amount Payment Evaluation Dates falling immediately prior to such Annuity Amount Payment Date.

“Annuity Payment Account Funding Amount” means,

- (a) in respect of the Annuity Amount Payment Account Funding Date relating to the 1st Annuity Amount Payment Date, an amount equal to the sum of the Annuity Amount Payments relating to the 1st Annuity Amount Payment Date and 2nd Annuity Amount Payment Date; and
- (b) in respect of any other Annuity Amount Payment Account Funding Date, the amount required to ensure that the balance of the Authority Annuity Amount Payment Account is at all times, at least, equal to the sum of the next two consecutive Annuity Amount Payments;

"Annuity Amount Payment Account Funding Date" means:

- (a) in respect of the first (1st) Annuity Amount Payment Date, the date falling fifteen (15) days prior to the Installation Completion Date.
- (b) in respect of each other Annuity Amount Payment Date, the date falling five (5) days immediately prior to such Annuity Amount Payment Date;



“Annuity Amount Payment Schedule” means the schedule setting out, *inter alia*, the Annuity Amount Payment Dates and the Annuity Amount Payments, as set out in **Schedule F (Annuity Amount Payment Schedule)** and as updated on or prior to the Effective Date;

“Annuity Amount Payment Account Standing Instructions” shall have the meaning ascribed thereto in Article 9.5.2;

“Annuity Amount Payment Adjustment” means, in relation to an Annuity Amount Payment Date, the adjustment (being an amount in Pakistani Rupees) to be made to the Annuity Amount Payment relating to such Annuity Amount Payment Date (excluding the first Annuity Amount Payment Date), as calculated through application of the Annuity Amount Payment Adjustment Formula in accordance with KPIs and as set out in the Annuity Amount Payment Certificate;

“Annuity Amount Payment Adjustment Events” shall have the meaning ascribed thereto in Article 9.2.2;

“Annuity Amount Payment Adjustment Formula” means the formula for adjusting each Annuity Amount Payment relating to an Annuity Amount Payment Date due to occurrence of Annuity Amount Payment Adjustment Events during the Annuity Amount Payment Evaluation Period relating to such Annuity Amount Payment Date, as set out in **Schedule F (Annuity Amount Payment Adjustment Formula)**;

“Annuity Amount Payment Invoice” shall have the meaning ascribed thereto Article 9.4.2(a);

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

“Applicable Standards” means the standards, requirements, criterion and timelines (as applicable) in line with the Good Industry Practices and as set out in relation to and applicable to Services and the performance by the Concessionaire of their respective obligations under this Agreement (including all Schedules attached hereto), including the standards i.e. ISO 9001 for Quality Management Service Or HIPPA, and ISO 27001 for Information Security Management;

“Appointment Term” shall have the meaning ascribed thereto in *Schedule J*;

“Authority” shall mean the Secretary, Health Department of Government of Sindh;

“Authority’s Convenience” means a termination of this Agreement by the Authority for its convenience, at its absolute discretion at any time by giving at least two (2) Months Termination Notice to the Concessionaire.



"Authority Annuity Amount Payment Account" means the account (escrow account) to be established by the Authority and notified to the Concessionaire and the Independent Expert as an Authority Condition Precedent;

"Authority Annuity Amount Payment Account Bank" means the bank (escrow agent bank), where the Authority Annuity Amount Payment Account shall be opened and maintained;

"Authority Condition Precedent" shall have the meaning ascribed thereto in *Article 4.2*;

"Authority Installation Amount Payment Account" shall mean bank accounts to be opened by the Authority with the Authority Installation Accounts Bank and notified to the Concessionaire and the Independent Expert as an Authority Condition Precedent.

"Authority Installation Payment Account- Bank" shall mean a reputable commercial bank working in Karachi.

"Authority Remedial Action Notice" shall have the meaning ascribed thereto in *Article 14.1*;

"Award" shall have the meaning ascribed thereto in *Article 15.3.4*;

"Bid" shall have the meaning ascribed thereto in the Recitals above;

"Board of Arbitrators" shall have the meaning ascribed thereto in *Article 15.3.1*;

"Concession" shall have the meaning ascribed thereto in *Article 2.1*;

"Capital Cost Increase" means, in relation to a Relief Compensation Relief Event, the amount (if any) by which:

- (a) Capital expenditure that is demonstrably incurred by the Concessionaire in carrying out its obligations under this Agreement as a direct consequence of such Relief Compensation Relief Event, the Concessionaire having taken all reasonable steps to minimize such Capital expenditure,

exceeds:

- (b) Capital expenditure which would have been demonstrably incurred by the Concessionaire in carrying out its obligations under this Agreement without such Relief Compensation Relief Event;

"Capital Cost Saving" means, in relation to a Relief Compensation Relief Event, the amount (if any) by which:

- (a) Capital expenditure that is demonstrably incurred by the Concessionaire in carrying out its obligations under this Agreement as a direct consequence of such Relief Compensation Relief Event, the Concessionaire having taken all reasonable steps to minimize such Capital expenditure,



is less than:

- (b) Capital expenditure which would have been demonstrably incurred by the Concessionaire in carrying out its obligations under this Agreement without such Relief Compensation Relief Event;

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

- (i) the coming into effect of any new Applicable Law;
- (ii) changes in the interpretation, application or enforcement of any Applicable Law or judgment by any court/ Government authority; or
- (iii) the introduction of any new Taxes,

provided that Change in Law shall not include:

- (i) any statute that has been published in draft bill form or as a bill that has been placed before the legislature or that has been passed by the relevant legislature as a bill but has not come into effect prior to the date of this Agreement, which is not in the public domain;
- (ii) a draft regulation or statutory instrument or delegated legislation that has been published prior to the date of this Agreement and which is in the public domain; or
- (iii) any modification, amendment, variation, alteration or repeal of any existing Applicable Law related to the Taxes.

"Concessionaire" shall have the meaning ascribed thereto in the Preamble;

Concessionaire Annuity Amount Payment Account means the account to be established by the Concessionaire and notified to the Authority and the Independent Expert as a Concessionaire Condition Precedent;

"Concessionaire Condition Precedent" shall have meaning ascribed thereto in *Article 4.1.1*;

"Concessionaire Installation Amount Payment Account" shall mean the account to be established by the Concessionaire and notified to the Authority as a Concessionaire Condition Precedent.

"Concessionaire Remedial Action Notice" shall have the meaning ascribed thereto in *Article 14.2.1*;

"Concession Period" means a period commencing from the Installation Period and ending on the Expiry Date or the Termination Date, whichever is earlier;



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

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

"Defects & Deficiencies" means:

- (a) in respect of Project Works, any Project Works (or any part thereof) that fail to conform to the Applicable Standards in any manner (including (without limitation) in services, performance, materials, design, execution, engineering, operations and maintenance and/or workmanship);
- (b) in respect of the Concession Assets, any Concession Asset (or any part thereof) that fail to conform to the Applicable Standards;

"Defects Liability Period" means the twelfth- (12) months period for notifying and rectifying the Defects & Deficiencies, being the period commencing on the Installation Completion Date and expiring on the date falling twelfth (12) months following the Installation Completion Date;

"Dispute" shall have the meaning ascribed thereto in *Article 15.1.1*;

"Effective Date" means the date set out in the Effective Date Certificate issued in writing by the Independent Expert in accordance with *Article 4.5 (Effective Date Certificate and Effective Date)* of this Agreement, being the date on which each of the Conditions Precedent stand satisfied, waived and/or deferred but in any case not later than 90 (Ninety) Days from the Signing Date, or extended up to a period of further 90 (Ninety) Days, or such other period as agreed between the Parties.

"Effective Date Certificate" means a certificate to be issued in writing by the Independent Expert, to the Concessionaire and copied to the Authority in accordance with *Article 4.5 (Effective Date Certificate and Effective Date)* of this Agreement;

"Escrow Agreement" shall mean the agreement to be executed between the Authority and the Concessionaire.

"Events of Default" means the Authority Events of Default and/ or the Concessionaire Events of Default, as the context may require;

"Expiry Date" means the date falling on the 5th yearly anniversary of the commencement of O&M period;

"Force Majeure Costs" means all such costs that are directly attributable to, arise from and are a direct result of, in each case, a Force Majeure Event and shall include any capital expenditures, and/or any additional operating costs;

"Force Majeure Event" shall have the meaning ascribed thereto in *Article 12.1.1*;



"**Force Majeure Notice**" shall have the meaning ascribed thereto in *Article 12.2.1*;

"**Force Majeure Period**" means the period commencing from, subject to *Article 12.2*, the date of occurrence of a Force Majeure Event and ending on the earlier of: (a) the date on which the Affected Party resumes or should have resumed such of its obligations the performance of which it was excused in terms of *Article 12.2* or (b) the Termination Date of the Agreement; as applicable.

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

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

"**Handing Over Criteria**" means the criteria for handing over of the Project Assets by the Authority to the Concessionaire to the satisfaction of the Independent Expert in accordance with this Agreement, as set out in **Schedule H**(*Handing Over Criteria*);

"**Independent Expert**" means the expert jointly appointed by the parties in respect of the Project in accordance with *Article 5.1* and in terms of the Independent Expert Agreement;

"**Independent Expert Agreement**" means the agreement to be entered into between the Authority, the Concessionaire and the Independent Expert and any other Person agreed by the Parties in accordance with Schedule J of this Agreement;

"**Independent Expert Appointment Date**" shall have the meaning ascribed thereto in Schedule J Article 1.4;

"**Independent Expert Payments**" shall have the meaning ascribed thereto in *Schedule J Article 3.1*;

"**Independent Technical Expert**" means a firm or an individual consultant(s) with (05) five years of experience in hospital management and security appointed by the Independent Expert;

"**Indicative Independent Expert Terms of Reference**" means the duties, functions and the scope of work to be performed by the Independent Expert and the Independent Technical Expert, as indicatively attached herewith as **Schedule J** (*Indicative Independent Expert Terms of Reference*); provided, however, upon execution of the Independent Expert Agreement, the scope of work of the Independent Expert set out therein shall be deemed to replace **Schedule J**;



“Installation Cost” shall mean the portion of Project Cost that is quoted by the Bidder in its Financial Bid related to Installation Works required to be completed in the Installation Period.

“Installation Period” shall mean the period of six (6) months commencing from the Effective Date.

“Installation Works” shall mean the Services to be performed by the Concessionaire during Installation Period as per Schedule L (Installation Work Schedule).

“Installation Performance Security” shall mean a security in the form of a financial guarantee issued by a scheduled commercial bank operating in Pakistan acceptable to the Authority (with a minimum credit rating of ‘A-’any reputable credit rating agency like JCR-VIS, PACRA, etc., rating scale for financial institutions) and in the amounts equivalent to the highest Monthly Installation Cost for the relevant Month of the Installation Period.

“Installation Time For Completion” means the time permitted herein for performance and completion of Installation Works and such related obligations as set out in and contemplated by the Applicable Standards.

“Insurances” shall have the meaning ascribed thereto in *Article 12.1*;

“Key Performance Indicators” or “KPIs” mean the key performance indicators that have been developed by the Authority to measure the performance of the Concessionaire against the Services to be performed by the Concessionaire under this Agreement, as set out in **Schedule E (Key Performance Indicators)**;

“KPI Performance Score” shall have the meaning ascribed thereto in **Schedule E (Key Performance Indicators)**;

“Material Adverse Effect” means the effect of any act or event which materially and adversely affects the ability (financial or otherwise) of a Party to exercise its material rights or perform any of its material obligations under and in accordance with the provisions of this Agreement;

“Material Breach” means breach by either Party of any of its /their obligations under this Agreement which has/is likely to have a Material Adverse Effect on the Project, and which such breaching Party shall have failed to cure by the date falling thirty (30) days following the date of receipt of a notice issued by the non-breaching Party to the breaching Party to cure such breach. Moreover, the Concessionaire shall ensure compliance of the Services Manual, as updated from time to time; notwithstanding anything contained herein, any non-compliance of the Services Manual by the Concessionaire shall constitute a Material Breach of this Agreement, unless such failure is due to the reasons attributable to the Authority;

“Management Fee” shall mean the management fee which is part of the O&M Cost payable by the Authority to the Concessionaire in terms of Financial Bid, as set out in **Schedule F (Annuity Amount Payment Schedule)**;



“Monthly Installation Cost” shall mean a portion of Project Cost relating to relevant month of the Installation period, which is quoted by the Bidder in its Financial Bid related to Installation Works required to be completed in the corresponding Monthly Installation Payment Period;

“Operate and Maintain or Operation and Maintenance (O&M)” means all obligations, works, services and duties undertaken and/or performed and/or to be undertaken and/or performed by the Concessionaire during O&M Period pursuant to the Services Manual and the Applicable Standards related to the operation and maintenance of the Project Assets;

“Operational Year” means a period of twelve (12) months commencing on Installation Completion Date and ending on the subsequent yearly anniversary of such date;

“O&M Performance Security” shall mean a security in the form of a financial guarantee issued by a scheduled commercial bank operating in Pakistan acceptable to the Authority (with a minimum credit rating of ‘AA-’ any reputable credit rating agency like JCR-VIS, PACRA, etc., rating scale for financial institutions) and in the amounts equivalent to 1% of the entire Bid price.

“O&M Cost” shall mean the portion of Project Cost that is quoted by the Bidder in its Financial Bid, and relates to the performance of O&M Works. O&M Costs includes all the expenses required to complete the O&M Works including Management Fee and all charges, fixed costs, administrative costs, taxes, insurance costs, etc.

“O&M Period” shall mean the period of 05 years commencing from Installation Completion Date.

“O&M Performance Security Expiry Date” shall have the meaning ascribed thereto in *Article 8.3.2*

“O&M Time For Completion” means the time permitted herein for performance and completion of O&M Works and such related obligations as set out in and contemplated by the Applicable Standards.

“O&M Works” shall mean the Services to be performed by the Concessionaire during O&M Period as per Schedule B (Concessionaire’s Scope of Work (O&M)) and as per *Article 7.1 & 7.2*.

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

- (a) the Annuity Amount Payment relating to such Annuity Amount Payment Date (as set out in the Annuity Amount Payment Schedule); and
- (b) (i) the Annuity Amount Payment Adjustment relating to such Annuity Amount Payment Date; plus (ii) any balance or un-utilized portion of the Payable Annuity Amount Payment paid by the Authority on the preceding Annuity Amount Payment Date.



as set out in the Annuity Amount Payment Certificate.

“Performance Security” shall mean:

- a) the Installation Performance Security for the Installation Period; and
- b)
- c) the O&M Performance Security for the O&M Period.

“Project” means each of the following activities, as performed (in each case) in accordance with this Agreement:

- (a) the handing of the Project Assets to the Concessionaire in accordance with the Handing Over Criteria;
- (b) performing the Installation Works in six (06) months
- (c) the Operation and Maintenance of the Project Assets;
- (d) the Safety and Security of the Project Site;
- (e) payments by the Parties of amounts due and payable under this Agreement;
- (f) the handing back of the Project Assets to the Authority in accordance with the Taking Over Criteria; and
- (g) all activities incidental or related to any of the above;

“Project Assets” means all the physical / tangible assets (including but not limited to those assets listed in Schedule [•] hereto), taken-over and installed by Concessionaire from Authority and in place at the Project Site for the Operation and Maintenance of the same pursuant to the terms of this Agreement, including but not limited, to intellectual property rights, data, software, licenses, and any other intangible assets necessary for the execution and management of the Project;

“Project Cost” shall mean an amount equal to Installation Cost and O&M Cost.

“Project Site / JPMC” means Jinnah post graduate medical centre, Karachi, where the Project Assets are installed, and where the Project is to be implemented comprising of the existing immovable property, existing buildings and infrastructure, and specifically excluding any new construction, block or building completed and coming into operation after the Bid submission deadline;

“Project Steering Committee” means a committee comprised of the Executive Director JPMC, Deputy Director JPMC, and Concessionaire, which shall meet at least once in three (03) months to discuss and decide any issues in the implementation of the Project, and perform the tasks specifically assigned to it under this Agreement;

“Project Works” means all the Installation Works and O&M Works;



“Recurrent Cost” means any expenditure (whether recurrent or not) which is not a Capital expenditure;

“Recurrent Cost Increase” means, in relation to a Relief Compensation Relief Event, the amount (if any) by which:

- (a) the Recurrent Costs demonstrably incurred and/or to be incurred by the Concessionaire in performing its obligations under this Agreement as a direct consequence of such Relief Compensation Relief Event, subject to the Concessionaire taking all reasonable steps (having regard to its continuing obligations under this Agreement) to minimize such Recurrent Costs insofar as they are attributable to such Relief Compensation Relief Event, exceeds;
- (b) the Recurrent Costs which would demonstrably have been incurred by the Concessionaire in performing its obligations under this Agreement without such Relief Compensation Relief Event;

“Recurrent Cost Saving” means, in relation to a Relief Compensation Relief Event, the amount (if any) by which:

- (a) the Recurrent Costs demonstrably incurred and/or to be incurred by the Concessionaire in performing its obligations under this Agreement as a direct consequence of such Relief Compensation Relief Event, subject to the Concessionaire taking all reasonable steps (having regard to its continuing obligations under this Agreement) to minimize such Recurrent Costs insofar as the Recurrent Costs are attributable to such Relief Compensation Relief Event, is less than:

the Recurrent Costs which would demonstrably have been incurred by the Concessionaire in performing its obligations under this Agreement without such Relief Compensation Relief Event;

“Relief Compensation” means, in respect of a Relief Compensation Relief Event, the compensation payable by the Authority to the Concessionaire in order to restore the Concessionaire to the same financial position the Concessionaire would have enjoyed if the Relief Compensation Relief Event had not occurred, which compensation shall be the sum of:

- (a) a Capital Cost Increase; and/or
- (b) a Recurrent Cost Increase; and/or

incurred by the Concessionaire as a direct consequence of the Relief Compensation Relief Event (the Concessionaire having taken all reasonable steps to mitigate such loss) to the extent the aggregate amounts referred to in paragraphs (a) and (b) above exceed the aggregate of any Capital Cost Saving, Recurrent Cost Saving and any other saving incurred as a direct consequence of such Relief Compensation Relief Event (the Concessionaire having taken all reasonable steps to maximize the same); provided, however, that all such elements of the Relief Compensation shall be subject to confirmation by the Independent Expert and for the purposes of determining the same,



information contained in the Financial Model shall be relied upon; provided, further, that in determining the Relief Compensation, the Independent Expert shall also take into consideration the receipt of insurance proceeds by the Concessionaire as a result of the underlying Relief Compensation Relief Event, so as to avoid duplication of compensation to the Concessionaire;

“Relief Compensation Relief Event” means each Relief Event set out in Article 9A.1.1(a) to 9A.1.1(b);

“Relief Compensation Relief Event Period” means the length of time the Relief Compensation Relief Event has subsisted as per the terms of this Agreement;

“Relief Event(s)” shall bear the meaning as ascribed thereto in Article 9A.1.1;

“Relief Order” means a written order jointly issued by the Independent Expert to the Parties pursuant to Article 9A (*Relief Extensions & Relief Compensations*) authorizing an extension of Time for Completion and/or payment of Relief Compensation in accordance with Article 9A (*Relief Extensions & Relief Compensations*);

Relief Order Proposal shall bear the meaning as ascribed thereto in Article 9A.2.1;

Relief Order Request shall bear the meaning as ascribed thereto in Article 9A.1.1;

“Remedial Period” means:

- (a) in respect of a Concessionaire Event of Default, the period commencing on the date of receipt by the Concessionaire of the Authority Remedial Action Notice and expiring on the date falling forty-five (45) days thereafter;
- (b) in respect of a Authority Event of Default, the period commencing on the date of receipt by the Authority of the Concessionaire Remedial Action Notice and expiring on the date falling forty-five (45) days thereafter;

“Safety and Security” means all obligations, works, services and duties undertaken and/or performed and/or to be undertaken and/or performed by the Concessionaire during the Concession Period pursuant to the Services Manual and the Applicable Standards related to the safety and security of the Project Site;

“Sanctionable Practice” means any Corrupt Practice, Fraudulent Practice or Collusive Practice;

“Services” means the services provided by the Concessionaire in relation to the Safety and Security of the Project Site during Installation Period and Operation and Maintenance Period of the Project Assets as per the Services Manual, and in accordance with **Schedule B** (*Concessionaire’s Scope of Work O&M*) and **Schedule L** (*Installation Work Schedule*) and in accordance with the terms of this Agreement;



“**Services Manual**” means a manual consisting of operational plans developed by the Concessionaire and subject to the approval of the Project Steering Committee thereto in Article 4.1.1 (e) :

“**Signing Date**” shall mean the date on which this Agreement is signed by all Parties.

“**Installation Completion Date**” shall have the meaning as ascribed thereto in *Article 7.1*

“**Taking Over Criteria**” means the criteria for taking over of the Project Assets by the Authority to the satisfaction of the Authority and the Independent Expert in accordance with this Agreement, as set out in **Schedule I** (*Taking Over Criteria*);

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

“**Termination Compensation**” shall mean the compensation to be paid by either Party hereunder in respect of different termination events, as set out in *Article 14.5*;

“**Termination Date**” means the date on which this Agreement and the Concession hereunder are terminated by a Termination Notice; and

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

“**Termination Compensation Date**” shall mean the date falling ninety (90) days following the Termination Date.

“**Time For Completion**” means (as applicable):

- (a) in respect of Installation Works, the Installation Time For Completion; and
- (b) in respect of O&M Works, the O&M Time For Completion;

1.2 Rules of Interpretation

1.2.1 In this Agreement unless the context otherwise requires:

- (iv) The words importing the singular mean the plural and vice-versa; and words importing the masculine shall include the feminine and neuter and vice-versa.
- (v) Where any word or expression is given a defined meaning, any other grammatical form of that word or expression shall have the corresponding meaning, where the context requires.
- (vi) "Section" and "Schedule" shall refer, respectively to Sections of and Schedule to this Agreement. The Schedule to this Agreement shall form part and parcel of this Agreement.



- (vii) The headings and sub-headings in this Agreement (and references to them) are included for convenience only and shall not be taken into account in interpreting this Agreement.
- (viii) The references to any agreement or deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may, from time to time, be amended, varied, supplemented or novated.
- (ix) A requirement that a payment be made on a day which is not a business day shall be construed as a requirement that the payment be made on the following business day.
- (x) The words "written" and "in writing" includes a facsimile or electronic transmission and any means of reproducing works in a tangible and permanently visible form.

2. APPOINTMENT OF CONCESSIONAIRE

The Authority hereby appoints the Concessionaire for the implementation of the Project and to perform all its obligations set out in this Agreement, and the Manger does hereby undertake and confirm to implement the Project and perform the obligations as per and in accordance with the terms and conditions set out in this Concession Agreement.

3. GRANT OF CONCESSION AND CONCESSION PERIOD

3.1 Grant of Concession

- 3.1.1 In consideration of the Concessionaire's obligations contained in this Agreement and relying on the Concessionaires warranties and representations contained herein, the Authority, subject to the terms of this Agreement, hereby grants to the Concessionaire and authorizes it, for the duration of the Concession Period, to implement the Project and undertakes the Services and exercise and enjoy the rights, powers, benefits, privileges, authorizations and entitlements as set forth in this Agreement (the **Concession**).

3.2 Concession Period

- 3.2.1 Subject to early termination in accordance with this Agreement, the Concession is granted for a period of five (5) years and six (6) months commencing from the Effective Date (the **"Concession Period"**).
- 3.2.2 Notwithstanding anything to the contrary stated in this Agreement, the Concessionaire may request an extension of the Concession Period in accordance with the Applicable Laws at any time at least six (06) months prior to the Expiry of Concession Period; provided that at the time of the request the Concessionaire is materially in compliance with its obligations under this Agreement and is not otherwise facing a default therein. The Authority has a right to accept or reject this request for extension at its sole and absolute discretion.



3.3 Expiry of Concession Period

- 3.3.1. This Concession Agreement will expire on the Expiry Date, and upon Expiry of the Concession Period, the Concessionaire shall hand-over back the Project Site to the Authority as per and in accordance with the Taking Over Criteria.
- 3.3.2. Upon occurrence of the Expiry Date, the Concessionaire shall hand-over the Project Site to the Authority in accordance with the Taking Over Criteria.

4. CONDITIONS PRECEDENT

4.1 Concessionaire's Conditions Precedent

- 4.1.1 The Parties shall satisfy or procure the satisfaction of their respective Conditions Precedent as soon as reasonably possible and in any event by Effective Date. The Concessionaire shall satisfy the following Conditions Precedent to the satisfaction of the Authority and the Independent Expert prior to the Effective Date (the **Concessionaire Conditions Precedent**):

- (a) The Concessionaire has submitted to the Authority certified true copies (with copies delivered to the Independent Expert) of all resolutions adopted by the board of directors/management of the Concessionaire duly authorizing the execution, delivery and performance of this Agreement and to undertake the obligations, liabilities set out in this Agreement;

The Concessionaire has submitted to the Authority certified true copies (with copies delivered to the Independent Expert) of all resolutions adopted by the board of directors/management of the Concessionaire authorizing a specified person or persons to execute this Agreement on behalf of the Concessionaire; and all undertake all other acts specifically relating to the Agreement, as contemplated by this Agreement;

- (b) The Installation Performance Security has been delivered to the Authority and is valid.
- (c) The Concessionaire shall have opened up the Concessionaire Annuity Amount Payment Account and notified the same to the Authority and the Independent Expert.
- (d) The Concessionaire has established the Concessionaire Installation Amount Payment Account and notified the same to the Authority and the Independent Expert.
- (e) The Concessionaire has taken over the possession of the Project Assets in accordance with the Handing Over Criteria;
- (f) The Concessionaire has developed the Services Manual, which has duly been approved by the Project Steering Committee;



- (g) The Concessionaire has procured Insurances in accordance with *Article 11 (Insurances)* of this Agreement;

4.2 Authority's Conditions Precedent

4.2.1 The Authority shall satisfy the following Conditions Precedent to the satisfaction of the Concessionaire and the Independent Expert prior to the Effective Date (the **Authority Conditions Precedent**):

- (a) The Authority has handed over the possession of Project Assets in accordance with the Handing Over Criteria;
- (b) The Authority has notified the Project Steering Committee within one (1) month from Signing Date;
- (c) The Authority has established the Authority Installation Amount Payment Account with the Authority Installation Amount Payment Account Bank and has funded the same in the amount equivalent to the Installation Cost.
- (d) The Authority has established the Authority Annuity Amount Payment Account and notified the same to the Manger and the Independent Expert.

4.3 Joint Conditions Precedent

4.3.1 The Parties shall jointly appoint Independent Expert as contemplated in *Article 5.1* below as soon as reasonably possible and in any event no later than one (1) month prior the Effective Date.

4.4 Deferral of the Conditions Precedent and Extension of Effective Date

4.4.1 Notwithstanding anything contained herein:

(a) The Authority may, at the request of the Concessionaire, defer any of the Concessionaire's Conditions Precedent set forth in Article 4.1. For the avoidance of doubt, the Authority may, at its sole discretion, grant deferral hereunder with such conditions as it may deem fit;

(b) The Concessionaire may, at the request of the Authority, defer any of the Authority's Conditions Precedent set forth in Article 4.2. For the avoidance of doubt, the Concessionaire may, at its sole discretion, grant any deferral hereunder with such conditions as it may deem fit.

4.4.2 Any deferral of a Condition Precedent in terms of this *Article 4.4* (Deferral of the Conditions Precedent shall be notified in writing to the Independent Expert by the Party granting such deferral of such condition in accordance with this Agreement.



4.5 Effective Date Certificate and Effective Date

- 4.5.1 The *Articles 1, 4, 5, 8, 12, 13, 14, 15, 16 and 19* and the related Schedules (if any), shall come into force on the Signing Date. The other provisions of this Agreement shall come into force on the Effective Date;
- 4.5.2 Each Party shall promptly notify the other Party in writing (together with copies delivered to the Independent Expert) when the Conditions Precedent for which it is responsible, have been satisfied;
- 4.5.3 The Parties shall jointly undertake to procure the Effective Date Certificate from the Independent Expert. The Independent Expert shall set out in the Effective Date Certificate the date on which the Effective Date is achieved;

4.6 Consequences of Failure to Fulfill the Conditions Precedent

- 4.6.1 If the Concessionaire fails to fulfill any of the Conditions Precedent that it is required to fulfill under Article 3.1 above by the Effective Date (unless deferred by the Authority in its absolute discretion), the Authority shall be entitled to terminate this Agreement by issuing a written notice of 30 (Thirty) Days to the Concessionaire.
- 4.6.2 On such termination, the Authority shall be entitled to draw on the Installation Performance Security of the Concessionaire (and if the Installation Performance Security has not been submitted by the Effective Date, the Bid Security) in its entirety, as a genuine pre-estimate of and reasonable compensation for loss and damages caused to the Authority as a result of the Concessionaire's failure to fulfill the Conditions Precedent and implement the Project in accordance with the terms of this Agreement.
- 4.6.3 If the Authority fails to fulfill any of the Conditions Precedent that it is required to fulfill under Article 4.2 above by the Effective Date (unless deferred by the Concessionaire in its absolute discretion), the Concessionaire shall be entitled to terminate this Agreement by issuing a prior written notice of 30 (Thirty) Days to the Authority.
- 4.6.4 If the Parties jointly fail to fulfill any of the Conditions Precedent that they are required to fulfill under Article 3.3 above by the Effective Date (unless deferred by the mutual consent of the Parties), either Party shall be entitled to terminate this Agreement by issuing a prior written notice of 30 (Thirty) Days to the other Party.
- 4.6.5 On termination of this Agreement pursuant to *Article 4.6.3* above or 4.6.4 above, the Authority shall return the Installation Performance Security to the Concessionaire if the same has been received by the Authority (and if the Installation Performance Security has not been received by the Authority, the Bid Security). For sake of clarity, the Authority shall not draw on any of the aforesaid securities in case of termination due to the Authority's failure to fulfill any of the Conditions Precedent. The Parties further agree that in case of termination of this Agreement for whatever reason prior to the Effective Date, the Authority shall not be liable to compensate the Concessionaire in respect of such termination.



5. **APPOINTMENT OF INDEPENDENT EXPERT**

5.1 **Appointment of Independent Expert**

5.1.1 Unless the Independent Expert already appointed, as a Conditions Precedent to the Effective Date, the Parties shall jointly appoint an Independent Expert to fulfill the duties and obligations of the Independent Expert during the Concession Period (the "**Independent Expert**"). The procedure for, the terms of appointment and the scope of work of the Independent Expert are set out at **SCHEDULE J (Terms of Reference For Independent Expert)**.

5.1.2 All fees, costs, charges and expenses payable to the Independent Expert shall be solely borne by the Concessionaire, notwithstanding that the Independent Expert shall be jointly appointed by the Authority and the Concessionaire. The payment of the fees and expenses payable to the Independent Expert (the "**Independent Expert Payments**") shall be paid pursuant to the Independent Expert Agreement, notwithstanding that the Independent Expert shall be appointed by and shall fulfill its obligations in accordance with the terms of the Independent Expert Agreement. Further, notwithstanding that the fees, costs, charges and expenses payable to the Independent Expert shall be borne by the Concessionaire:

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- (a) the Independent Expert shall act independently and in an unbiased manner and shall perform their services for the benefit and in the best interests of the Project and not that of any other Person or entity and shall not act on any instructions issued by any Party in respect of the Project unless the same are:
 - (i) contemplated by this Agreement to be issued by such party; or
 - (ii) jointly issued by the Parties;
 - (b) the Independent Expert shall be independent monitors, experts and/or auditors and shall not be considered employees, agents or representatives of the Parties or any other stakeholder in the Project or any affiliate of any of them, for any purpose.

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

5.1.3 The Parties may replace Independent Expert in any of the following circumstances:

- (a) if the Independent Expert have not discharged their duties in accordance with Article 5.1.4. below;



- (b) if the Parties mutually agree not to renew the appointment of the Independent Expert; or
- (c) if Independent Expert tenders its resignation in accordance with the terms of their appointment.

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

- 5.1.4 The Independent Expert shall be required to act independently, reasonably, fairly and expeditiously in fulfilling its duties and obligations under this Agreement.
- 5.1.5 The Independent Expert shall at all times during the Services Period, have the right to enter upon and access the Project Site. The Concessionaire shall have the right to accompany Independent Expert during their attendance at the Project Site. The Independent Expert shall have no authority to delay or hinder the performance of the Services, except as expressly specified in this Agreement.
- 5.1.6 The Concessionaire agrees that notwithstanding any approval (including any deemed approval) of, review by or compliance with the instructions of Independent Expert, the Concessionaire shall be solely responsible for the Services and shall bear all risk and liability for the same.

5.2 Appointment of Independent Technical Expert

- 5.2.1 The Independent Expert shall appoint an expert to fulfill the duties and obligations of the independent technical expert during the Contract Period (the “**Independent Technical Expert**”). The Independent Technical Expert shall act on behalf of Independent Expert and perform services under the terms of this Agreement.

6. COMMENCEMENT OF INSTALLATION WORKS & INSTALLATION COST

6.1 Commencement of Performance of Installation Works

- 6.1.1 The Concessionaire shall be obligated to commence the Installation Works in respect of the Project Site, as and from the Effective Date.
- 6.1.2 As and from the first day of start of Installation Period, the Concessionaire shall be entitled to demand and collect the Installation Cost in accordance with *Article 6.3* below.

6.2 General Requirements

- 6.2.1 The Concessionaire shall undertake, be responsible for, and perform the Installation Works in compliance with Schedule L (Installation Work Schedule), the Concessionaire’s Scope of Work (O&M), Installation Details, Security Apparatus, and Technical Specifications, as well as the Key Performance Indicators set out in Schedules B, C, and E, respectively. Such performance shall also be in accordance with the Applicable Laws, Applicable Permits, Good Industry Practice, and Applicable Standards.



- 6.2.2 The Concessionaire may undertake and perform the Installation Works itself and/or through its employees and agents possessing the requisite technical, financial, and managerial expertise and capability.
- 6.2.3 The Concessionaire shall at all times during the Concession Period, provide the Authority, the Independent Expert, and their representatives with reasonable access to the Project Site for monitoring of the Installation Works and for conducting inspections and audits in accordance with this Agreement.
- 6.2.4 The Concessionaire shall, at its own cost and risk, remedy any Defects & Deficiencies in the Installation Works (including their performances) and/or the Project Assets.

6.3 Payment of Installation Cost

The Parties agree that the Concessionaire shall perform all the Installation Works by utilizing the Installation Cost provided by the Authority to the Concessionaire in terms of this Agreement. The Installation Cost shall be paid by the Authority to the Concessionaire in month-wise basis for implementation of the Installation Works in terms of this Agreement (the “**Monthly Installation Payment Period**”). The Authority shall issue irrevocable standing instructions to the Authority Installation Payment Account Bank (in form and substance agreed between the Parties) (the Authority Installation Payment Account Standing Instructions) to debit the Authority Installation Payment Account in the amount equal to the Monthly Installation Cost and credit the same to the Concessionaire Installation Amount Payment Account within three (3) days from receipt of the following documents:

i. For first month Installation Cost:

- (a) Certificates from the Independent Expert confirming the satisfaction (or deferral) of the Conditions Precedent.
- (b) Confirmation from the Authority that the Authority has received the valid Installation Performance Security for the first month of the Installation Period.

ii. For subsequent five month-wise Installation Cost:

- (a) Confirmation from the Authority that the Authority has received the valid Installation Performance Security for the corresponding month of the Installation Period.

6.4 Installation Period Damages

In case, because of the reasons, attributable to the Concessionaire as may be determined by the Independent Expert, any delay has occurred in the completion of Installation Works within the Installation Period then the Concessionaire shall be liable to pay to the Authority, the damages at the rate of 0.35% of the Installation Cost, for a delay of each day (the “**Installation Period Damages**”). However, the Installation Period Damages shall not exceed 11% of the Installation Cost and if such delay continues for a period of thirty (30) days thereafter, it shall constitute the Concessionaire Event of Default The



Concessionaire shall be liable to pay the amount of Installation Period Damages as demanded by the Authority, within seven (7) Days of the receipt of the written demand of the Authority. In case the Concessionaire fails to pay the same within the aforesaid period, the Authority shall be entitled to encash the Installation Performance Security in the amount equivalent to the said amount and the Concessionaire shall be under obligation to replenish the Installation Performance Security within five (5) Days from the date the Concessionaire is required in writing by the Authority to replenish the Installation Performance Security.

7. COMMENCEMENT OF O&M WORKS

7.1 Performance of O&M Works

- 7.1.1 The Concessionaire shall be obligated to commence the O&M Works and start performing the O&M Works, in respect of the Project, as and from the date the Independent Expert certifies the satisfactory completion of 100% of the Installation Works (the “**Installation Completion Date**”) through the certificate mentioned below.
- 7.1.2 The Independent Expert shall, at the request of the Concessionaire and upon its own satisfaction, issue a certificate, certifying that the Installation Completion Date has been achieved.
- 7.1.3 As and from the first day of start of O&M Period, the Concessionaire shall be entitled to demand and collect the Annuity Amount Payments in accordance with Article 9 below.
- 7.1.4 The Concessionaire shall at all times keep complied with all the KPIs.

7.2 General Requirements

- 7.2.1 The Concessionaire shall undertake and be responsible for and shall perform the O&M Works in a manner that is in compliance with the KPIs, the Applicable Laws, the Applicable Permits, the Applicable Standards, the Good Industry Practice, and as per the Services Manual.
- 7.2.2 The Concessionaire may undertake and perform the O&M Works itself and/or through its employees possessing the requisite technical, financial, and managerial expertise and capability.
- 7.2.3 The Concessionaire shall at all times during the Concession Period, provide the Authority, the Independent Expert, and their representatives with reasonable access to the facility for monitoring of the O&M Works and for conducting inspections and audits in accordance with this Concession Agreement.
- 7.2.4 The Concessionaire shall stop and minimize any loss(es), destruction, harm, or damage that may be caused to the people and property located or relating to the Project, because of any reason whatsoever (excluding any Political Event) but including any strike, work-to-rule, go-slow, or analogous labour action, riot or political insurrection.



- 7.2.5 The Concessionaire shall remedy any Defects & Deficiencies in the O&M Works (including in the performance of the same) and/or the Project Assets at its own cost and risk.

8. PERFORMANCE SECURITY

8.1 Submission of Installation Performance Security

On or prior to the Effective Date, the Concessionaire shall submit to the Authority the Installation Performance Security. The Installation Performance Security shall not be secured through any of the assets comprising the Project/JPMC/Project Assets. The Installation Performance Security shall secure the Concessionaire's obligations, liabilities, payments, indemnities, representations, guarantees, warranties and responsibilities under this Agreement, including the integrity and quality of the Concessionaire's and its contractors' workmanship, the timely and continuous performance of the Works, the quality and quantity of any equipment, materials, items and components supplied, the performance of Works by the Concessionaire and compliance of the same with the Applicable Standards and all other works and services to be provided by the Concessionaire under this Agreement.

All costs, expenses, fees and other charges of any nature, in each case, associated with the issuance, maintenance and encashment of the Installation Performance Security are solely on account of the Concessionaire.

8.2 Maintaining Installation Performance Security

- 8.2.1 The Concessionaire shall maintain each of the Installation Performance Security in full force and effect from the date on which it is issued until the issuance of Certificate from the Independent Expert confirming that Installation Works relevant to the corresponding Monthly Installation Payment Period for which the Installation Performance Security relates have been completed as per the KPIs and this Agreement (each the "**Installation Performance Security Expiry Date**"), at which date the relevant Installation Performance Security shall be released.

8.3 Submission of O&M Performance Security

- 8.3.1 The Concessionaire shall deliver the O&M Performance Security to the Authority at least thirty (30) days prior to the Installation Performance Security Expiry Date.
- 8.3.2 Until the date falling 90 (Ninety) Days following the last Day of the Expiry Date, the Concessionaire shall maintain the O&M Performance Security in full force and effective ("**O&M Performance Security Expiry Date**"). The O&M Performance Security shall not be secured through any of the assets comprising Project/JPMC/Project Assets. The O&M Performance Security shall secure the Concessionaire's obligations, liabilities, payments, indemnities, representations, guarantees, warranties and responsibilities under this Agreement, including the integrity and quality of the Concessionaire's and its contractors' workmanship, the timely and continuous performance of the Works during the Operation Period, the quality and quantity of any equipment, materials, items and components supplied, the performance of Works by the Concessionaire and compliance



of the same with the Applicable Standards and all other works and services to be provided by the Concessionaire under this Agreement.

- 8.3.3 All costs, expenses, fees and other charges of any nature, in each case, associated with the issuance, maintenance and encashment of the Installation Performance Security are solely on account of the Concessionaire.

8.4 Maintaining O&M Performance Security

- 8.4.1 In the event an O&M Performance Security is to expire prior to the O&M Performance Security Expiry Date, the Concessionaire shall extend the validity of the O&M Performance Security, at least fifteen (15) business days prior to its expiry, so as to keep it valid and enforceable until the O&M Performance Security Expiry Date. In the event of failure by the Concessionaire to keep valid or extend the validity of any O&M Performance Security in accordance with this *Article 8.4.1*, the Authority shall have the right to encash such O&M Performance Security at any time prior to its expiry to its full outstanding value.

- 8.4.2 Notwithstanding anything to the contrary, the Concessionaire hereby undertakes and agrees that the O&M Performance Security shall remain valid:

- (a) in case of Termination, at least for ninety (90) days after the Termination Notice has been issued;
- (b) in case of expiry of this Agreement on the Expiry Date, ninety (90) days after the Expiry Date.

8.5 Authority's Right to Draw on Performance Security

The Authority shall have the right to draw on the Performance Security (without any notice, reference or prior recourse to the Concessionaire or any other Person) upon the Concessionaire's failure to honor any of its relevant obligations, responsibilities or commitments under this Concession Agreement.

9. ACCOUNTS AND ANNUITY AMOUNT PAYMENTS

9.1 Annuity Amount Payments

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

9.2 Annuity Amount Payment Adjustment Events & Annuity Amount Payment Adjustment

- 9.2.1 The Annuity Amount Payments (except the first Annuity Amount Payment) payable by the Authority to the Concessionaire on each Annuity Amount Payment Date shall be subject



to Annuity Amount Payment Adjustment (as calculated in accordance with the Annuity Amount Payment Adjustment Formula due to occurrence of the Annuity Amount Payment Adjustment Events during the Annuity Amount Payment Evaluation Period relating to such Annuity Amount Payment Date.

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

- (a) the KPI Performance Score falls below 90%, as assessed by the Independent Expert during the Annuity Amount Payment Evaluation Period;
- (b) any of the Project Assets have remained out of operation for a period of twenty four (24) consecutive hours for reasons attributable to the Concessionaire, as assessed by the Independent Expert during the Annuity Amount Payment Evaluation Period; or
- (c) abandonment by the Concessionaire which means a complete cessation of the performance of the obligations of the Concessionaire as set out in this Agreement for a period of at least two (02) consecutive hours, as assessed by the Independent Expert during the Annuity Amount Payment Evaluation Period.

For clarity, it shall be the responsibility of existing security in-charge of JPMC/Project/Concessionaire to report on non-operation of the Project Assets and occurrence of events mentioned in Article 9.2.2 (a), (b), (c) and (d) above, to the Independent Expert and the Project Steering Committee.

9.2.3 In the event, (a) the KPI Performance Score falls below 90% for three (03) consecutive quarters, or (b) the KPI Performance Score falls below 50% during any Annuity Amount Payment Evaluation Period, or (c) abandonment by the Concessionaire which means a complete cessation of the performance of the obligations of the Concessionaire as set out in this Agreement for a period of three (3) consecutive hours or more; in each case, as assessed by the Independent Expert during the respective Annuity Amount Payment Evaluation Periods, the same shall constitute as Concessionaire Event of Default and the Authority may at its sole discretion Terminate this Agreement in accordance with Article 13 (*Events of Default*).

9.2.4 In the event, any of the Project Assets have remained out of operation for a period of seventy-two (72) consecutive hours during the Concession Period for reasons attributable to the Concessionaire (as determined by the Independent Expert), the same shall constitute as Concessionaire Event of Default and the Authority may at its sole discretion Terminate this Agreement in accordance with Article 13 (*Events of Default*).

9.2.5 Not Used



9.3 Determination of the Authority Annuity Payment and & Annuity Amount Payment Criteria

9.3.1. Each of the Annuity Amount Payment shall be paid in advance in accordance with the terms of this Concession Agreement. Fifteen (15) days prior to the first (1st) Annuity Amount Payment Date and thereafter within fifteen (15) days of each Annuity Amount Payment Evaluation Date relating to an Annuity Amount Payment Date, the Concessionaire shall procure that the Independent Expert to issue a written certificate in respect of such Annuity Amount Payment Date (the **Annuity Amount Payment Certificate**) to the Concessionaire, the Authority and the Authority Annuity Amount Payment Account Bank setting out (wherever applicable):

- (a) the Annuity Amount Payment Adjustment Events occurring in the Annuity Amount Payment Evaluation Period relating to such Annuity Amount Payment Date;
- (b) the Annuity Amount Payment Adjustment calculated on the basis of the Annuity Amount Payment Adjustment Events occurring in the Annuity Amount Payment Evaluation Period relating to such Annuity Amount Payment Date;
- (c) the Payable Annuity Amount Payment to be paid on such Annuity Amount Payment Date;
- (d) the Annuity Payment Account Funding Amount to be funded by the Authority; and
- (e) any balance or un-utilized portion of the Payable Annuity Amount Payment paid by the Authority on the preceding Annuity Amount Payment Date.

9.4 Payment of Annuity Amount Payments

9.4.1 Authority shall pay the Payable Annuity Amount Payment to the Concessionaire on each Annuity Amount Payment Date strictly in accordance with the terms of this Article 9 (*Accounts and Annuity Amount Payments*).

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

- (a) deliver an invoice (together with copies of the Annuity Amount Payment Certificate appended thereto) to the Authority in triplicate demanding payment of the Payable Annuity Amount Payment from the Authority Annuity Amount Payment Account (the **Annuity Amount Payment Invoice**); and
- (b) deliver the Annuity Amount Payment Certificate to the Authority Annuity Amount Payment Account Bank for payment to the Concessionaire of the Payable Annuity Amount Payment on the relevant Annuity Amount Payment Date through, as per Annuity Amount Payment Account Standing Instructions, debiting of funds standing to the credit of the Authority Annuity Amount Payment Account on the Annuity Amount Payment Date in an amount equal to



the Payable Annuity Amount Payment and crediting of the same to the Concessionaire Annuity Amount Payment Account on the Annuity Amount Payment Date.

9.4.3. Any dispute between the Parties in respect of any matters set out in the Annuity Amount Payment Certificate shall be resolved in accordance with the provisions of Article 15(*Dispute Resolution*), provided however such dispute shall not affect the payment of the Payable Annuity Amount Payment (as set out in the Annuity Amount Payment Certificate) to the Concessionaire in accordance with the provisions of Article 9.4.2; provided, further, that following resolution of such dispute, adjustments to the Annuity Amount Payments (to the extent required) shall be made in accordance with the determination/resolution of the dispute.

9.5. Authority Annuity Amount Payment Account

9.5.1. The Authority shall establish and maintain the Authority Annuity Amount Payment Account from the Effective Date and until the Expiry Date.

9.5.2. The Authority shall issue irrevocable standing instructions to the Authority Annuity Amount Payment Account Bank (in form and substance agreed between the Parties) (the **Authority Annuity Amount Payment Account Standing Instructions**) containing, *inter alia*, instructions to the Authority Annuity Amount Payment Account Bank:

- (a) To debit the Authority Annuity Amounts Payment Account on first Annuity Amount Payment Date or within two (2) Days of the receipt of the First Annuity Amount Payment Certificate, whichever is later (upon receipt of First Annuity Amount Payment Certificate relating to first Annuity Amount Payment Date) in an amount equal to first Annuity Amount Payment (as set out in First Annuity Amount Payment Certificate) and credit the same to the Concessionaire Annuity Amount Payment Account;
- (b) To debit the Authority Annuity Amounts Payment Account on each Annuity Amount Payment Date or within two (2) Days of the receipt of the Upfront Annuity Amount Payment Certificate, whichever is later (upon receipt of an Upfront Annuity Amount Payment Certificate) in an amount equal to Upfront Annuity Payment Amount (as set out in Upfront Annuity Amount Payment Certificate) and credit the same to the Concessionaire Annuity Amount Payment Account.
- (c) To debit the Authority Annuity Amount Payment Account on each Annuity Amount Payment Date or within two (2) Days of the receipt of the Annuity Amount Payment Certificate, whichever is later (upon receipt of Annuity Amount Payment Certificate relating to such Annuity Amount Payment Date) in an amount equal to the Payable Annuity Amount Payment (as set out in the Annuity Amount Payment Certificate) and credit the same to the Concessionaire Annuity Amount Payment Account.



- (d) the Authority Annuity Amount Payment Account Bank shall debit all the funds standing to the credit of the Authority Annuity Amount Payment Account, including any mark-up calculated and/or accrued in the Authority Annuity Amount Payment Account, and credit the same to the designated account of the Authority, on the Expiry Date or the Termination Date, whichever is earlier.

9.5.3. The Authority Annuity Amount Payment Account Standing Instructions issued by the Parties shall be irrevocable and shall remain effective, in each case, until the Expiry Date or the Termination Date (whichever is earlier), and no withdrawal from the Authority Annuity Amount Payment Account may be made by the Authority, except as provided in this Agreement.

9.5.4. The Authority Annuity Amount Payment Account Standing Instructions (or any part thereof) issued by the Authority may be revoked pursuant to a written revocation notice duly executed and confirmed by the Parties.

9.5.5. The Authority Annuity Amount Payment Account shall be strictly operated and maintained in accordance with the Authority Annuity Amount Payment Account Standing Instructions. Further, the Authority hereby undertakes and covenants with the Concessionaire that it shall not create, incur, permit, assume or suffer to exist any encumbrance whatsoever upon or with respect to the Authority Annuity Amount Payment Account.

9.5.6. The Authority shall fund the Authority Annuity Amount Payment Account in an amount equal to the Annuity Payment Account Funding Amount on each Annuity Amount Payment Account Funding Date until the Expiry Date or the Termination Date, whichever is earlier.

9.6. Concessionaire Annuity Amount Payment Account

9.6.1. The Concessionaire shall establish the Concessionaire Annuity Amount Payment Account as a Concessionaire Conditions Precedent, (with a scheduled commercial bank acceptable to the Parties) and shall maintain the Concessionaire Annuity Amount Payment Account from the Effective Date and until the Expiry Date.

9.6.2. All Payable Annuity Amount Payments to be paid by the Authority on each Annuity Amount Payment Date to the Concessionaire during the Concession Period shall be credited into Concessionaire Annuity Amount Payment Account by Authority Annuity Amount Payment Account Bank on Annuity Amount Payment Date.

9.A RELIEF EXTENSIONS & RELIEF COMPENSATIONS

9A.1 Relief Events

9A.1.1 The Concessionaire shall only be entitled to initiate a request to the Independent Expert (the **Relief Order Request**) for issuance by the same of a Relief Order relating to, as applicable, an extension of the Time For Completion and/or payment of Relief Compensation by the Authority in the event of occurrence of the following event which event (or its effects) continues for a period of more than fifteen (15) days as certified by the Independent Expert (the **Relief Events**):



- (a) a Political Event; provided, that the Concessionaire shall be entitled to only an extension in Time For Completion for any delays and to Relief Compensation that, in each case, directly result from the Political Event and as are determined by the Independent Expert in the Relief Order;
 - (b) a Non-Political Event; provided, that the Concessionaire shall be entitled to only an extension in Time for Completion for any delays that directly result from the Non-Political Event and as are determined by the Independent Expert in the Relief Order;
- 9A.1.2 If due to the occurrence of a Relief Event the Concessionaire is entitled to initiate a Relief Order Request, the Concessionaire shall prepare and deliver to the Independent Expert (with a copy to the Authority) a Relief Order Request, together with the Relief Order Proposal that is prepared in accordance with and is subject to Article 9A.2 (*Relief Order Procedure*) and, if applicable, Article 9A.3 (*Additional Requirements For Relief Orders Relating To Extension Of Time For Completion*). Each Relief Order Request prepared in accordance with Article 9A.2 (*Relief Order Procedure*) and, if applicable, Article 9A.3 (*Additional Requirements For Relief Orders Relating To Extension Of Time For Completion*) shall specifically set out in detail the events and circumstances constituting the Relief Event, together with all supporting satisfactory documentary evidence relating thereto.
- 9A.1.3 Following submission to the Independent Expert of a Relief Order Request pursuant to Article 9A.1.2, the Independent Expert shall proceed in accordance with Article 9A.2 (*Relief Order Procedure*) and Article 9A.3 (*Additional Requirements for Relief Orders Relating to Extension of Time for Completion*).
- 9A.1.4 Notwithstanding anything to the contrary, the Parties agree that the Concessionaire shall not be entitled to any extensions of Time For Completion and/or Relief Compensation, as applicable, due to occurrence of a Relief Event, until such time the same is determined by the Independent Expert and set out in the Relief Order issued by the same in accordance with this Agreement provided further that the Independent Expert certifies that the Concessionaire has no space for parallel or alternate sequencing of works available for carrying out its obligations within the prescribed timelines and until the Concessionaire has proved to have made all its efforts to avoid such Relief Event according to Good Industry Practices.

9A.2 Relief Order Procedure

- 9A.2.1 In case the Concessionaire submits a Relief Order Request to the Independent Expert (with a copy to the Authority) pursuant to Article 9A.1 (*Relief Events*) then prior to the Independent Expert issuing a Relief Order, the Concessionaire shall prepare and submit to the Independent Expert (with a copy to the Authority), as soon as practicable, a detailed proposal (the **Relief Order Proposal**) containing:
- (a) a description of the proposed work to be performed and a detailed programme for its execution;
 - (b) the Concessionaire's proposal for any necessary modifications to the programme



for undertaking Installation Works and/or the O&M Works, as applicable;

- (c) the Concessionaire's proposal for any Relief Compensation and any adjustments to Time For Completion, accompanied by detailed pricing and documentary evidence;
- (d) a statement whether and the extent to which, in the Concessionaire's opinion, the proposed proposals contained in the Relief Proposal would, notwithstanding the exercise of all due skill and care, result in defective works relating to the Project or prevent the Concessionaire from performing its obligations under this Agreement, including defects liability,

provided, however, each Relief Order Request and Relief Order Proposal submitted by the Concessionaire that proposes an extension to Time for Completion shall be additionally subject to the provisions and requirements of Article 9A.3 (*Additional Requirements For Relief Orders Relating To Extension Of Time For Completion*);

provided, further, however, in the event of submission of any Relief Order Request and a Relief Order Proposal, the Concessionaire shall provide such additional information as the Authority, the Independent Expert may reasonably request; and

provided, further, however, the Concessionaire shall keep and maintain such contemporary records (as may be necessary to substantiate any proposals contained in the Relief Order Proposal and/or the Relief Order Request) as may reasonably be requested by the Independent Expert and/or the Authority and the Concessionaire shall permit the Independent Expert and/or the Authority to inspect all such records and shall provide the same to the Project Steering Committee with copies as required.

9A.2.2 The Parties agree that compliance by the Concessionaire with the provisions of this Article 9A (*Relief Extensions & Relief Compensation*) shall be a condition precedent to the issuance, by the Independent Expert, of a Relief Order, unless waived in writing by the Authority (in Authority's discretion). Further, notwithstanding anything to the contrary contained herein:

- (a) if the Project Works (or any part thereof) are not in accordance with this Agreement, any rectification in that respect undertaken by the Concessionaire shall not entitle the Concessionaire to issuance of a Relief Order;
- (b) the Concessionaire is expressly precluded from any extension of the Time For Completion or to payment of any Relief Compensation due to delays resulting from any act or omission of the Concessionaire and/or the Concessionaire's Employees;
- (c) the Concessionaire shall not be entitled to any extensions of the Time For Completion for any delays or failure to perform and hence shall not be entitled to Relief Compensation or to initiate a Relief Order Request for issuance of a Relief Order to the extent the Concessionaire is, in any case, in delay of performance of its obligations under this Agreement.



9A.2.3. Following receipt by the Independent Expert from the Concessionaire of the Relief Order Proposal and the Relief Order Request, the Independent Expert shall review the Concessionaire's proposals contained in the Relief Order Proposal and the Relief Order Request, for the purpose of determining:

- (a) the occurrence and subsistence of the Relief Event and the Concessionaire's entitlement to issuance of the Relief Order Request;
- (b) whether to proceed with the proposals submitted by the Concessionaire in its submitted Relief Order Proposal;
- (c) (if applicable) any amendments or modifications to the estimates and proposals submitted by the Concessionaire in the Relief Order Proposal;
- (d) other matters set forth in the Relief Order Proposal and the Relief Order Request including determination of extension of Time For Completion and Relief Compensation; and
- (e) any other matters considered necessary by the Independent Expert for the purposes of issuance of the Relief Order.

9A.2.4 Following the Independent Expert's determination of matters set out in Article 9A.2.3 (together with any other matters relating to their evaluation for issuance of a Relief Order), the Independent Expert shall either amend, approve or disapprove in writing the Concessionaire's submitted proposals contained in the Relief Order Proposal and the Relief Order Request within twenty one (21) days following receipt by the Independent Expert from the Concessionaire of the Relief Order Proposal and the Relief Order Request. If the Independent Expert amend, modify or reject the Relief Order Proposal and the Relief Order Request, in each case, submitted by the Concessionaire, the Concessionaire shall submit a revised Relief Order Proposal and Relief Order Request taking into account the amendments, modifications and comments on the same made by the Independent Expert, which shall be subject to approval by the Independent Expert within twenty one (21) days of submission of the revised Relief Order Proposal and the Relief Order Request. In the event of the Independent Expert's approval of the Relief Order Proposal and the Relief Order Request or, if applicable, a revision of the same approved by the Independent Expert, it is agreed that the Independent Expert shall jointly issue a written order of Relief Order to the Authority and the Concessionaire simultaneously. All extensions in Time For Completion and all Relief Compensation, as applicable, shall be expressly set out in the Relief Order and shall be (subject to Article 9A.4 (*Disputes and Burden of Proof*) below) binding on the Parties; provided, however, that such extensions in Time For Completion and the Relief Compensation set in the Relief Order shall not be in excess of the Concessionaire's request under the Relief Order Proposal and the Relief Order Request; provided, further, that any Relief Compensation shall be paid by the Authority to the Concessionaire within ninety (90) days of receipt of the Relief Order by the Authority.

9A.2.5 Notwithstanding anything to the contrary, in the event of occurrence of a Relief Event (excluding a Non-Political Event, in each case, for which no Relief Compensation shall be payable), the Concessionaire shall be only entitled to such Relief Compensation that:



- (a) are directly attributable to the Relief Event; and
- (b) represent increase (as a result of a Relief Event) in only such costs that are expressly set out in the Financial Model.

9A.2.6. Subject to the terms of this Agreement, the works relating to the Project shall not be delayed pending the issuance of a Relief Order by the Independent Expert or by the granting of an extension of Time For Completion or payment of Relief Compensation.

9A.3. Additional Requirements For Relief Orders Relating To Extension Of Time For Completion

9A.3.1 The Parties agree that the provisions of this Article 9A.5 (*Additional Requirements For Relief Orders Relating To Extension Of Time For Completion*) shall apply to each Relief Order Proposal and the Relief Order Request that, in each case, proposes an extension to the Time for Completion.

9A.3.2 Any Relief Order Proposal and/or, if applicable, the Relief Order Request submitted by the Concessionaire shall be subject to the Concessionaire otherwise being ready to progress with the aspect of the works relating to the Project for which an extension is being sought. In the event the Concessionaire is in any event delayed in the performance of its obligations due to reasons other than the Relief Event, the Concessionaire shall not be granted any extension of Time For Completion to the extent of its delay.

9A.3.3 In all cases where the Concessionaire submits a Relief Order Proposal and the Relief Order Request, the Concessionaire shall consult with the Authority, the Project Manager, the Independent Expert in order to determine steps (if any) which can be taken to overcome or minimize the actual or anticipated delay. The Concessionaire shall thereafter comply with all reasonable instructions that the Independent Expert shall give in order to overcome or minimize such delay.

9A.3.4 If the Concessionaire intends to initiate a Relief Order Request for issuance of a Relief Order for an extension of Time For Completion, the Concessionaire shall give Notice to the Independent Expert (with a copy to the Authority) of such intention as soon as possible and in any event within seven (7) days of the day the Concessionaire should reasonably have become aware of the start of the Relief Event giving rise to the delay, together with any other notice required by this Agreement and relevant to such cause. The Concessionaire is further required to submit to the Independent Expert (with a copy to the Authority), as part of the Relief Order Proposal relating to the Relief Order Request that pertains to an extension of Time for Completion, an acceleration strategy and schedule to demonstrate how such delay can be eliminated and/or mitigated.

9A.3.5 Within twenty eight (28) days of the first day of a delay that has resulted from the Relief Event in initiation of the Relief Order Request by the Concessionaire for issuance of a Relief Order by the Independent Expert for an extension of Time for Completion, the Concessionaire shall submit full supporting details of its request, including, without limitation, a critical path analysis of the alleged delay reflecting the considerations set forth in this Section. If the Concessionaire cannot submit all relevant details within such period because the cause of delay has continued for a period exceeding seven (7) days, the Concessionaire shall submit interim details at intervals of not more than twenty eight



(28) days (from the first day of such delay) and full and final supporting details of its request within sixty (60) days of the last day of delay. In the appropriate circumstances, the Authority shall have the right to waive the time periods set out as above.

9A.4 Disputes and Burden of Proof

9A.4.1 Any Dispute between the Parties in reference to the issuance of a Relief Order and/or any matters relating to the same shall be resolved pursuant to Article 15 (*Dispute Resolution*).

9A.4.2 In case of a Dispute regarding the application of the provisions of this Article 9A (*Relief Extensions & Relief Compensation*), the Concessionaire shall have the burden of proof as to its entitlement to relief under this Article 9A (*Relief Extensions & Relief Compensation*).

9A.5 Full Compensation

9A.5.1 Any:

- (a) extensions of Time For Completion; and/or
- (b) payment of Relief Compensation,

in each case, granted pursuant to a Relief Order shall be deemed to be full and complete compensation to the Concessionaire by the Authority in respect of matters relating to the Relief Order.

10. STATUS OF STAFF & EMPLOYEES

10.1. Employees Provided by the Authority

10.1.1. The Authority's Security Employees shall be under the management and direction of the Concessionaire throughout the Concession Period; provided that the Authority shall at all times be liable to remunerate the Authority's Employees in accordance with the relevant arrangements between such Authority's Employees and the Authority.

10.1.2. The Concessionaire shall not dismiss or terminate any of the Authority's Employees. However, the Authority shall have all the rights in Authority's sole discretion to deal with the Authority's Employees in any manner as allowed under the law.

10.1.3. In the case the Authority dismisses, terminates, transfers, etc. any of the Authority's Employees then the Concessionaire shall have the right to request the Authority to provide a replacement of such dismissed, terminated, transferred, etc. Authority's Employees, which request may be accepted or rejected by the Authority in its sole discretion. However, in case the Authority takes any such action in respect of the Employees and does not provide any replacement of such Authority's Employee then the Concessionaire have to arrange such replacement at its own cost and expense and such replacement shall be deemed as the Concessionaire's Employee.



10.1.4. The authority shall be liable and shall keep on paying the salary and other remunerations to the Authority's Employees as per law and relevant agreements of Authority with such Authority's Employees.

10.2. **Concessionaire's Employees**

10.2.1. The Concessionaire shall employ and shall be entitled to directly offer employment to any suitably qualified, experienced and skilled personnel (the "Concessionaire's Employees") on such terms and conditions as it deems fit, subject to Good Industry Practice and Applicable Laws, for the purpose of undertaking the operations, management and maintenance of the Project and the performance of the Works in accordance with the requirements set out in this Concession Agreement.

10.2.2. The Concessionaire shall be authorized to offer such any benefits or advantages as it deems justified in the context of functions assigned and performance demanded of the Key Professional Staff. These benefits shall, however, be in the nature of an agreement between the Concessionaire and the relevant employee and the relevant employee shall not have any rights and claims against the Authority, provided that such any benefits or advantages shall not have any impact on Annuity Amount Payment.

10.2.3. The Authority is not and shall not be treated as the "principal employer" of or be deemed to have any contractual or other relationship with the Concessionaire's Employees under any of the Applicable Laws or Applicable Permits relating to labor issues. The Concessionaire shall hold harmless and indemnify the Authority against all losses that arise or that are incurred as a result of any claims made against the Authority in respect of matters relating to health and safety and the employment or welfare of the Concessionaire's Employees.

10.2.4. The Concessionaire shall be solely responsible to remunerate and make other payments, as per the relevant contracts, to the Concessionaire's Employees. The Concessionaire shall also be responsible for and shall indemnify the Authority against any costs or losses suffered by the Authority in respect of any misconduct, violation of law, malpractice or mistreatment of patients by any of the Concessionaire's Employees. Moreover, the Concessionaire shall pay at least the minimum salary and other benefits as per Applicable Laws to the Concessionaire's Employees. The Concessionaire shall also provide relevant evidences of payments, expenses, etc. to the Independent Expert.

10.2.5. The Concessionaire's Employees engaged in security duties shall possess valid arms licenses and be trained in the use of such arms. The Concessionaire shall ensure that all such employees are properly trained, certified, and compliant with all relevant safety and operational standards. The Concessionaire shall provide proof of such licenses to the Authority and shall ensure ongoing compliance with all legal requirements concerning the possession and use of arms by its employees.

11. **INSURANCES**

11.1.1. The Concessionaire shall, at its sole cost and expense, procure and maintain during the Concession Period all such insurances in respect of the Project Assets, as described in



Schedule K (Insurances), that are necessary and required to be procured by the Concessionaire in accordance with the Applicable Laws (the Insurances).

- 11.1.2. The Concessionaire agrees that it shall procure the Insurances from such insurance companies that are acceptable to the Authority and further agrees that the Concessionaire shall only procure Insurances through foreign insurance companies if the relevant Insurances are not being offered by local companies at comparable rates, subject always to the prior consent of the Authority.
- 11.1.3. Further, the Insurances to be maintained in terms of this Agreement and in accordance with the terms set out herein.
- 11.1.4. The Concessionaire shall from time to time, provide to the Authority (and to the Independent Expert) copies (duly attested as certified to be a true and correct copy by the relevant insurance company) of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained by the Concessionaire in accordance with this Agreement on quarterly basis.
- 11.1.5. Failure by Concessionaire to obtain the Insurance coverage or certificates of Insurance required by this Article 11 (*Insurances*) shall not in any way relieve or limit the Concessionaire's obligations and liabilities under any provision of this Agreement.
- 11.1.6. The Concessionaire hereby undertakes to promptly pay the insurance premium in respect of the Insurances and to keep the policies in force and valid as required in terms of this Agreement. The Concessionaire shall provide to the Authority, copies of the renewed policies and other documentary evidence of the payment of the insurance premium in respect of the Insurances.

12. FORCE MAJEURE

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

- (a) the following political events that occur inside or directly involve the province of Sindh and affect the Concessionaire's ability to undertake the Services or operate the Project Site (each a “**Political Event**”):



- (i) any act of war (whether declared or undeclared), enemy invasion, enemy armed conflict or act of foreign enemy, country blockade, country embargo, or act or campaign of terrorism by any proscribed person or entity; or
- (ii) Not Used.
- (b) the following events beyond the reasonable control of the affected Party (each a “**Non-Political Event**”), including, but not limited to:
 - (i) Lightning, fire, earthquake, tsunami, flood, storm, cyclone, typhoon, or tornado; or
 - (ii) Not Used;
 - (iii) Not Used; or
 - (iv) epidemic or plague.
- (c) Force Majeure Events shall expressly not include the following conditions, events or circumstances:
 - (i) late delivery or interruption in the delivery of any security related equipment in respect of the Project Site;
 - (ii) a delay in the performance of any Employee;
 - (iii) a breakdown in the Project Site or any part thereof; and
 - (iv) normal wear and tear or random flaws in the Project Site or the assets located thereon;

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

12.2. **Obligation to Notify**

12.2.1. Notwithstanding anything contained herein, the Affected Party shall, as soon as practicable, and in any case within three (03) days of the date of occurrence of a Force Majeure Event or from the date of having knowledge thereof, notify the Independent Expert and the other Party, of the occurrence of the Force Majeure Event by the issuance of a notice in writing (the **Force Majeure Notice**).

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

- (a) the nature and extent of the Force Majeure Event;
- (b) the estimated Force Majeure Period;
- (c) the nature of and the extent to which, performance of any of the Affected Party’s obligations under this Agreement are affected by the Force Majeure Event;



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

12.2.3. The Parties shall, as soon as practicable upon the receipt of the Force Majeure Notice by the other Party but in any case within five (5) days from the date of receipt of the same, convene a meeting, along with the Independent Expert to: i) assess the impact of the underlying Force Majeure Event; ii) determine the likely duration of Force Majeure Event; and iii) formulate damage mitigation measures and the steps to be undertaken by the Parties for resumption of the obligations, the performance of which had been affected by the Force Majeure Event.

12.3. **Consequence of Force Majeure Event**

12.3.1. Upon occurrence of the Force Majeure Event, the following shall apply:

- (a) there shall be no Termination of this Agreement except in accordance with the provisions of Article 12.5 and Article -14;
- (b) in the event of occurrence of a Force Majeure Event:
 - (i) the timelines for performance by the Concessionaire of its relevant obligations to be performed shall be extended by the Force Majeure Period (as determined by the Independent Expert);
 - (ii) if the Independent Expert determines, the Concessionaire shall be excused from the fulfilment of the KPIs for the duration of the Force Majeure Period, then the Parties, in consultation with the Independent Expert, may revise the KPIs to be fulfilled by the Concessionaire for the quarter(s) in which the Force Majeure Event occurs;
 - (iii) all costs, fees, expenses and charges arising from and relating to the Force Majeure Event shall be allocated in accordance with Article 12.4;

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

12.4. **Allocation of Costs Arising Out of Force Majeure**

12.4.1. Upon occurrence of a Force Majeure Event, the Authority shall fund and bear the Force Majeure Costs (less any insurance proceeds, if any, received by the Concessionaire in respect of such Force Majeure Event), where such costs shall be verified by the Independent Expert.



12.4.2. Save and except as expressly provided in this *Article 12.4.2*, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

12.5. **Termination Notice for Force Majeure Event**

If:

- (a) a Force Majeure Event subsists for a continuous period of one hundred and twenty (120) days (except for the Change in Law), either Party may in its discretion Terminate this Agreement by issuing a Termination Notice to the other Party; or
- (b) the Authority determines that the Force Majeure Costs are unacceptable then the Authority may in its discretion Terminate this Agreement by issuing a Termination Notice to the Concessionaire;

in each case above, without being liable in any manner whatsoever, save as provided in this *Article 12.5*, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided, that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant fifteen (15) days' time to make a representation, and may after the expiry of such fifteen (15) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

12.6. **Termination Compensation for Force Majeure Event**

The Authority shall pay Termination Compensation, if any, as a result of termination due to a Force Majeure Event in accordance with *Article 14* below of this Concession Agreement.

12.7. **Force Majeure Dispute Resolution**

12.7.1. In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the provisions of *Article 15* (Dispute Resolution); provided, that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

12.8. **Excuse from Performance of Obligations**

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



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

13. EVENTS OF DEFAULT

13.1.1. Concessionaire Event of Default

Concessionaire Event of Default means any of the following events (as determined by the Independent Expert) arising out of any acts or omissions of the Concessionaire and which have not occurred as a direct consequence of any Authority Event of Default, or a Force Majeure Event, and where the Concessionaire has failed to remedy the defects specified in the Authority Remedial Action Notice:

- (a) the KPI Performance Score falls below 90% for three (03) consecutive quarters, as assessed by the Independent Expert during the respective Annuity Amount Payment Evaluation Periods;
- (b) any of the Project Assets have remained out of operation for a period of seventy-two (72) consecutive hours during the Concession Period for reasons attributable to the Concessionaire (as determined by the Independent Expert);
- (c) abandonment by the Concessionaire which means a complete cessation of the performance of the obligations of the Concessionaire as set out in this Agreement for a period of three (03) consecutive hours during the Concession Period (as determined by the Independent Expert);
- (d) the Concessionaire fails to commence Installation Works within fifteen (15) days from the Effective Date;
- (e) the Concessionaire fails to complete the installation Works in terms of this Agreement within thirty days of the expiry of the Installation Period.
- (f) the Concessionaire fails to commence O&M Works within fifteen (15) days from the Installation Completion Date;
- (g) the Performance Security is not issued, renewed, replaced or provided (as the case may be) in accordance with this Agreement or becomes inoperative or ceases to remain valid or in force in breach of the relevant provisions of this Agreement;



- (h) the breach by the Concessionaire of its obligations to maintain Insurances in accordance with Article 11 (*Insurances*);
- (i) any Material Breach by the Concessionaire of this Agreement which Material Breach has not been cured within thirty (30) days from the date of written notice thereof by the Authority;
- (j) The Manager shall ensure compliance of the Services Manual, as updated from time to time; Notwithstanding anything contained herein, any non-compliance of the Services Manual by the Manager shall constitute a Material Breach of this Agreement, unless such failure is due to the reasons attributable to the Authority;
- (k) any representation or warranty made by the Concessionaire in this Agreement proving to have been incorrect, in any material respect, when made or when reaffirmed and such incorrect statement, representation or warranty having a Material Adverse Effect on the Concessionaire's ability to perform its obligations under this Agreement and/or on the Project or having a Material Adverse Effect on the rights and/or obligations of the Authority hereunder;
- (l) the Concessionaire creates or tries to create any encumbrance on the Project Assets in favor of any person save and except as otherwise expressly permitted in terms and conditions of this Agreement;
- (m) the transfer of the rights and/or obligations of the Concessionaire under this Agreement, save and except as permitted in terms and conditions of this Agreement;
- (n) the occurrence of a sanctionable practice;
- (o) Failure to ensure that all Concessionaire's Employees engaged in security duties possess valid arms licenses, are properly trained, certified, and compliant with all relevant safety and operational standards. Additionally, failure to provide proof of such licenses and training to the Authority's Employee upon request, or any violation of legal requirements concerning the possession and use of arms by the Concessionaire's security guards/ officers.
- (p) the Concessionaire entering into liquidation or similar state or if any order is made for the compulsory winding up or dissolution of the Concessionaire or if the Concessionaire becomes unable to pay its debts as they fall due or the appointment of a receiver or administrator in respect of the Concessionaire, its business and assets or any re-structuring, re-organization, amalgamation, arrangement or compromise affecting the Concessionaire's ability to fulfill its obligations under this Agreement or that otherwise has or may have a Material Adverse Effect; and/or
- (q) any other events or circumstances expressly set out in this Agreement as a Manger Event of Default.



13.2. **Authority Event of Default**

13.2.1. **Authority Event of Default** means any of the following events (as determined by the Independent Expert), unless such an event has occurred as a consequence of the Concessionaire Event of Default, or a Force Majeure Event, and where the Authority has failed to remedy the defects specified in the Concessionaire Remedial Action Notice issued in accordance with *Article 15.2.1*:

- (a) any Material Breach by the Authority of this Agreement and the same has not been cured within thirty (30) days from the date of written notice thereof by the Concessionaire;
- (b) failure to maintain the Authority Annuity Amount Payment Account in accordance with the provisions of this Agreement;
- (c) failure by the Authority to fund the Authority Annuity Amount Payment Account in an amount equal to the Annuity Payment Account Funding Amount on its relevant Annuity Amount Payment Account Funding Date, which failure remains un-rectified by the Authority after the date falling sixty (60) days following Authority's receipt of a Notice issued by the Concessionaire to this effect;
- (d) any statement, representation or warranty made by the Authority in this Agreement proving to have been incorrect, in any material respect, when made or when reaffirmed and such incorrect statement, representation or warranty having a Material Adverse Effect on the Concessionaire's ability to perform its obligations under this Agreement and/or on the Project; and/or
- (e) a Change in Law that (i) renders this Agreement unenforceable, or (ii) prevents any Party from exercising its rights and/or performing its obligations hereunder, or (iii) prevents the Concessionaire from undertaking its obligations pursuant to this Agreement. Notwithstanding anything contained herein, however, a general Change in Law like change in corporate tax or sales tax rates shall not be deemed as Authority Event of Default.

14. **REMEDY OF DEFAULTS AND TERMINATION PROCEDURE**

14.1. **Performance of Obligation**

14.1.1. If at any time either Party has failed to perform any of its obligations under this Agreement and that failure is capable of remedy, then the other Party may serve a notice (the "**Remedial Action Notice**") requiring such Party to remedy that failure (and any damage resulting from that failure) within a stipulated period (the "**Remedial Period**").

14.1.2. If the Party, on whom a Remedial Action Notice is served, fails to remedy the Event of Default within the Remedial Period, or if no Remedial Action Notice is given, the non-defaulting Party may deliver a notice to the defaulting Party stating its intention to terminate this Concession Agreement (the "**Notice of Intent to Terminate**"). The Notice of Intent to Terminate shall specify with reasonable detail, the grounds on which termination is sought and any relevant defaults committed by the defaulting Party.



- 14.1.3. Provided that in case of *Article 13.1(a), (c), (e), (h), (i), (l), and (m)* the Authority shall have the right to immediately deliver a Notice of Intent to terminate, without any obligation to first serve a Remedial Action Notice or to provide a Remedial Period to the Concessionaire.
- 14.1.4. The provisions of this Concession Agreement, to the fullest extent necessary to give effect thereto, shall survive the term of this Concession Agreement or the termination of this Concession Agreement and the obligations of Parties to be performed or discharged following the termination of this Concession Agreement, shall accordingly be performed or discharged by the Parties.
- 14.1.5. The Authority shall also be entitled to terminate this Agreement by directly issuing Termination Notice to the Concessionaire in the event of federal government (i.e. government of Pakistan) taking-over the JPMC or requiring the Authority to hand-over the JPMC to the federal government. In such case, the Authority shall pay to the Concessionaire on Termination Compensation Date, by way of Termination Compensation, an amount determined in accordance with Article 14.5 below.

14.2. **Consequences of Default**

14.2.1. Event of Default Remedy Period

- (a) The Concessionaire shall have the Remedial Period of not less than 60 (Sixty) Days to remedy the underlying Concessionaire Event of Default; provided however that in case of *Articles 13.1 (a), (c), (e), (h), (i), (l) and (m)*, the Authority shall have the right to immediately Terminate this Agreement without any obligation to provide the Authority Remedial Action Notice and the Remedial Period;
- (b) During the Remedial Period, the Parties shall continue to perform such of their respective obligations under this Agreement, which are capable of being performed with the objective, as far as possible, of ensuring continued performance of the Services, failing which the Party in breach shall be liable to compensate the other Party for any loss or damage occasioned or suffered on account of breach of conditions of this Agreement.

14.2.2. Withdrawal of Notice of Intent to Terminate

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



14.3. **Consequences of Termination**

14.3.1. If this Concession Agreement is terminated by the Authority due to Concessionaire Event of Default, prior to its expiry:

- (a) the Concessionaire shall immediately hand over the Project Assets to the Authority in accordance with the Taking Over Criteria on or earlier of the Expiry Date or the Termination Date, as the case may be;
- (b) the right of the Concessionaire to the Installation Cost and/or Annuity Amount Payments shall stand terminated with immediate effect and no Annuity Amount Payments shall accrue and / or be payable to the Concessionaire from the date of the Termination Notice; provided however that the Authority shall effect payment of the undisputed, accrued and unpaid Installation Cost and/or Annuity Amount Payments up to the date of the Concessionaire's receipt of the Termination Notice;
- (c) the Concessionaire shall pay to the Authority on or prior to the Termination Compensation Date, by way of Termination Compensation, an amount determined in accordance with *Article 14.5* below.

14.3.2. If this Concession Agreement is terminated by the Concessionaire due to Authority Event of Default, prior to its expiry:

- (a) the Authority shall pay to the Concessionaire on or prior to the Termination Compensation Date, by way of Termination Compensation, an amount determined in accordance with *Article 14.5* below.

14.3.3. If the Concession Agreement is terminated by the Authority at the Authority's Convenience,

- (a) the Authority shall pay to the Concessionaire on or prior to the Termination Compensation Date, by way of Termination Compensation, an amount determined in accordance with *Article 15.5* below.

14.4. **Mode of Payment**

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

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

14.5. **Termination Compensation**

14.5.1. TERMINATION DUE TO CONCESSIONAIRE EVENT OF DEFAULT



Upon termination of this Concession Agreement on account of Concessionaire's Event of Default at any time, the Concessionaire shall pay to the Authority, as Termination Compensation, an amount equal to the value of the Performance Security. In this regard the Authority may, as the Termination Compensation due from the Concessionaire, encash the entire Performance Security and any other amounts as may be determined by the Independent Expert.

14.5.2. TERMINATION DUE TO AUTHORITY EVENT OF DEFAULT, POLITICAL EVENT, CHANGE IN LAW, OR _____

- (a) Upon termination of this Concession Agreement due to an Authority Event of Default, the Authority shall pay to the Concessionaire, as Termination Compensation, an amount equal to the following in accordance with a demand being made by the Concessionaire in writing, subject to the same being duly certified by the Independent Expert:
- i. one (1) year's Management Fee (equivalent to the total Management Fee of the current/on-going Operational Year) and return of Performance Security, in case the said event(s) occurs during the O&M Period;
 - ii. return of Performance Security only, in case the said event(s) occurs during the Installation Period.
- (b) Upon termination of this Concession Agreement due to a Political Event or a Change in Law, the Authority shall pay to the Concessionaire, as Termination Compensation, an amount equal to the following in accordance with a demand being made by the Concessionaire in writing, subject to the same being duly certified by the Independent Expert:
- i. (equivalent to the total Management Fee of the current/on-going Operational Year) and return of Performance Security, in case the said event(s) occurs during the O&M Period;
 - ii. return of Performance Security on, in case the said event(s) occurs during the Installation Period.
- (c) Upon termination of this Concession Agreement at the Authority's Convenience, the Authority shall pay to the Concessionaire, as Termination Compensation, the following, based on a written demand and subject to verification and certification by the Independent Expert:
- i. one (1) year's Management Fee (equivalent to the total Management Fee of the current/on-going Operational Year) and return of Performance Security, in case the said event(s) occurs during the O&M Period;
 - ii. return of Performance Security only, in case the said event(s) occurs during the Installation Period.



14.5.3. TERMINATION DUE TO NON-POLITICAL EVENT

Upon termination of this Concession Agreement due to a Non-Political Event, neither of the Parties shall be liable to make any payments to each other in respect of Termination Compensation, however, the Authority shall return the Performance Security to the Concessionaire in such a case.

14.6. **Calculation and Payment of Termination Compensation**

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

14.6.2. The termination Compensation shall become due and payable to the Concessionaire by the Authority within 60 (Sixty) Days of a demand being made by the Concessionaire, by way of written notice, for the amount set out in the Independent Expert's written report.

14.7. **Full and Final Settlement**

Notwithstanding anything to the contrary elsewhere in this agreement, any Termination Compensation determined pursuant to this Article 14 shall, once paid, be in full and final settlement of any claim, demand and/or proceedings of the Concessionaire against the Authority, in relation to any misrepresentation, breach and/or termination of this Concession Agreement and the Concessionaire shall be excluded from all other rights and remedies in respect of such misrepresentation, breach and/or termination.

15. **DISPUTE RESOLUTION**

15.1. **Dispute Resolution**

15.1.1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the **Dispute**) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Article 15.2 (*Conciliation*).

15.1.2. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.



15.2. **Conciliation**

- 15.2.1. In the event of any Dispute between the Parties, either Party may require such Dispute to be referred to the Project Steering Committee for amicable settlement, and upon such reference, the Project Steering Committee shall meet no later than ten (10) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the ten (10) day period or the Dispute is not amicably settled within thirty (30) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within sixty (60) days of the notice in writing referred to in Article 15.1 (*Dispute Resolution*) or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Article 15.3 (*Arbitration*).
- 15.2.2. Either Party or the Project Steering Committee may call upon the Independent Expert to assist the Parties and/or the Project Steering Committee in arriving at an amicable settlement thereof.

15.3. **Arbitration**

- 15.3.1. Any Dispute which is not resolved amicably by conciliation, as provided in Article 15.2 (*Conciliation*), shall be finally decided by reference to arbitration by a board of arbitrators (the **Board of Arbitrators**) appointed in accordance with Article 15.3.3. Such arbitration shall be held in accordance with the provisions of the Arbitration Act.
- 15.3.2. The venue of such arbitration shall be Karachi, and the language of arbitration proceedings shall be English.
- 15.3.3. There shall be a Board of Arbitrators of three (3) arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two (2) arbitrators so selected, and in the event the two (2) arbitrators are unable to agree on the third arbitrator, then the same will be appointed in accordance with the Arbitration Act.
- 15.3.4. The arbitrators shall make a reasoned award (the **Award**). Any Award made in any arbitration held pursuant to this Article 15.3 (*Dispute Resolution*) shall be final and binding on the Parties as from the date it is made, and the Concessionaire and the GoS agree and undertake to carry out such Award without delay.
- 15.3.5. The Concessionaire and the GoS agree that an Award may be enforced against the Concessionaire and/or the GoS, as the case may be, and their respective assets wherever situated.
- 15.3.6. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

16. **REPRESENTATIONS AND WARRANTIES**

16.1. **Representations and Warranties of the Concessionaire**

- 16.1.1. The Concessionaire represents and warrants to the Authority that:



- (a) it is incorporated under the laws of Pakistan, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (b) its registered office is situated in the province of Sindh;
- (c) it has taken all necessary corporate and other actions under applicable laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- (d) it has the financial standing, technical ability and capacity to perform its obligations under this Agreement;
- (e) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- (f) it is subject to the laws of Pakistan, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising hereunder including any obligation, liability or responsibility hereunder;
- (g) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its constitutional document or memorandum and articles of association or any applicable laws or any covenant, contract, agreement, arrangement, understanding, decree or order to, which it or they, is or are a party or by which it or they or any of its or their properties or assets is bound or affected;
- (h) there are no actions, suits, proceedings or investigations pending or, to its knowledge, threatened against it under the Applicable Laws before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in a Material Adverse Effect;
- (i) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any government department which may result in any Material Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- (j) it has complied with all applicable laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a Material Adverse Effect on its ability to perform its obligations under this Agreement;
- (k) all rights and interests given to the Concessionaire under this Agreement shall pass to and vest in the Authority or its nominee on the termination of this Agreement free and clear of all liens, claims and encumbrances; and



- (l) no representation or warranty by it contained herein or in any other document furnished by it to the Authority or to any government department pursuant to this Agreement contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- (m) The Concessionaire's Employees engaged in security duties possess valid arms licenses, are properly trained, certified, and compliant with all relevant safety and operational standards required by law and this Concession Agreement.
- (n) the Concessionaire has complied with requirements of the Applicable Laws and the RFP (to the extent the same are applicable to the Concessionaire and the bidders) in the preparation, finalization, delivery and submission of its Bid for the award of the Project and the Concession to the Concessionaire and have undertaken all acts and deeds (to the extent the same are applicable to the Concessionaire and the bidders) necessary for award of the Concession and the Project to the Concessionaire in terms of the RFP and the Applicable Laws;
- (o) all representations, breach of which may cause a Material Adverse Effect, provided by the Concessionaire in its Bid submitted in response to the RFP, is true and accurate in all respects;

16.2. **Representations and Warranties of the Authority**

16.2.1. The Authority represents and warrants to the Concessionaire that:

- (a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out it the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;
- (b) it has taken all necessary actions under the Applicable Laws to authorize the execution, delivery and performance of this Agreement;
- (c) it has the financial standing and capacity to perform its obligations under this Agreement;
- (d) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (e) it has complied with the Applicable Laws in all material respects; and
- (f) it has good and valid right, title and interest in the Project Site and the Project Assets to grant the Concession to the Concessionaire.

16.3. **Disclosure**

16.3.1. In the event that any occurrence of circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been



found to be untrue or incorrect nor shall it adversely affect or waive any right, remedy or obligation of either Party under this Agreement.

17. ADDITIONAL SERVICES

17.1. Notwithstanding anything to the contrary contained in this Agreement, the Authority may require a change / amendment in the scope of the Project (the **Additional Services**) in accordance with Applicable Laws, provided, that the cumulative variation in the Project Cost due to the Additional Services shall strictly be in accordance with the Applicable Laws, particularly the Sindh public procurement laws. All Additional Costs to be paid by the Authority in respect of the Additional Services shall be in accordance with Article 17.2 and Article 17.3.

17.2. Additional Services Notice

17.2.1. The Authority may request for the Additional Services by issuing a notice in writing to the Concessionaire through the Independent Expert (the **Additional Services Notice**) at any time in the event the Additional Services are required during the Concession Period.

17.2.2. In the event at any time during the Concession Period, the Concessionaire determines that the Additional Services are necessary for improvement in the Services, the Concessionaire shall issue a request in writing to the Authority through the Independent Expert to consider issuing an Additional Services Notice in respect of the same. The Authority shall within forty-five (45) days from the date of receipt of such request, either accept such request for Additional Services on an “as is” basis or with modifications, and issue the requisite Additional Services Notice in accordance with the provisions of this Article 17.2 (*Additional Services Notice*) or communicate its reasons for not accepting the same to the Concessionaire.

17.3. Additional Services Order

17.3.1. The Concessionaire shall, within fifteen (15) days of receipt of the Additional Services Notice, provide to the Independent Expert such information as is necessary and reasonable together with the preliminary documentation and details, including the calculations, where necessary, in support of the following:

- (a) any impact which the Additional Services may have on the Operation and Maintenance of the Project Assets or the Safety and Security of the Project Site;
- (b) the budgeted estimate of the Additional Cost to be incurred by the Concessionaire for implementing the Additional Services;
- (c) the estimated time (number of days) that the Concessionaire would require to complete and implement the Additional Services;

17.3.2. The Independent Expert, with the assistance of Independent Technical Expert, shall after reviewing the information, documentation and the budgeted estimate of the Additional Cost submitted by the Concessionaire pursuant to Article 17.3.1, settle the rates, approve the designs, specifications and documentation, and forward the budgeted estimates of the



Additional Cost, as duly certified by the Independent Expert in consultation with the Concessionaire, to the Authority.

- 17.3.3. The Authority may, within a period of fifteen (15) days from the date of receipt of such statement, may (or may not) in the Authority's sole discretion issue an order in writing to the Concessionaire, through the Independent Expert instructing the Concessionaire to affect the Additional Services (*the **Additional Services Order***).
- 17.3.4. The Additional Services Order shall be effective from the date that the Authority notifies the mode of payment of the Additional Cost to the Concessionaire pursuant to sub-section 17.3.5 of this Article 17.3 (*Additional Services Order*).
- 17.3.5. The Authority shall progressively pay the Additional Cost or through any other modality as mutually agreed between the Parties, only upon receiving a certificate from the Independent Expert confirming that the Concessionaire has completed the relevant milestone(s) of the works in accordance with the Additional Services Order.

18. LIABILITY AND INDEMNITY

- 18.1. The Concessionaire will indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and Authority is not bound to pay/reimburse for actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Concessionaire of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of Services by the Concessionaire or from any negligence of the Concessionaire under contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Authority.
- 18.2. The Concessionaire shall fully indemnify, hold harmless and defend the Authority from and against any and all loss and/or damages arising out of or with respect to: (a) failure of the Concessionaire to comply with Applicable Laws; (b) payment of taxes required to be made by the Concessionaire in respect of the income or other taxes of the Concessionaire or its contractors, suppliers and representatives; or (c) non-payment of amounts due as a result of materials or services furnished to the Concessionaire or any of its contractors which are payable by the Concessionaire or any of its contractors.

19. DEFECTS LIABILITY DURING EXIT IMPLEMENTATION PERIOD

19.1. Liability for Defects During Exit Implementation Period

- 19.1.1. Without prejudice to any obligation of the Concessionaire in this Agreement, the Concessionaire shall be responsible for all Defects & Deficiencies in the Project Assets during the Exit Implementation Period in accordance with this Article 20.1.1 and it shall have the obligation to repair or rectify all Defects & Deficiencies observed by the Independent Expert in the Project Assets during the aforesaid period, as set out in the Handing Over Criteria, within:



- (a) in case of Termination of this Agreement, one (1) year of the issuance of a Termination Notice;
- (b) in case of expiry of this Agreement on the Final Expiry Date, one (1) year after the Final Expiry Date;

19.1.2. Notwithstanding anything to the contrary set out herein, the provisions of this Article 20 (*Defects Liability During Exit Implementation Period*) shall not apply to any Defects & Deficiencies caused by an Authority Event of Default or a Political Event that has resulted in Termination.

20. MISCELLANEOUS

20.1. Entire Agreement

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

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20.2. Amendment

20.2.1. The provisions of this Agreement may be amended or modified in writing only with the prior written consent of each of the Parties.

20.3. Counterparts

20.3.1. This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

20.4. Severability

20.4.1. The failure by any Party to exercise any right or remedy herein or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future exercise of such right or remedy, but the same shall continue and remain in full force and effect. All rights and remedies that any party may have at law, in equity or otherwise upon breach of any term or condition of this Agreement, shall be distinct, separate and cumulative rights and remedies and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other right or remedy.

20.4.2. Wherever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or the effectiveness or validity of any provision in any other jurisdiction, and this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provision had never been contained herein.



20.5. **Confidentiality**

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

20.5.2. The provision of *Article 19.5.1* above shall not apply to:

(a) Any information in the public domain otherwise than by breach of this Concession Agreement.

(b) Information in the possession of the receiving party thereof before divulgence as aforesaid, and which was not obtained under any obligation of confidentiality

20.6. **Notices**

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

Authority: **Health Department, Government of Sindh**
Attention: Secretary, Health Department, Government of Sindh
Address: New Sindh Secretariat, Health Department, GoS.
Tel: _____
Email: _____

Concessionaire: _____
Name: _____
Address: _____
Tel: _____
Email: _____

20.6.2. Any notice or communication by a Party to the other Party, given in accordance here with, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or email, it shall be deemed to have been delivered on the working day following the date of its delivery.

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



20.7. **Language**

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

20.8. **Governing Law**

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

20.9. **Good Faith Requirement**

20.9.1. The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

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SIGNATURE PAGE

IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed by their duly authorized officers as of the date first above written.

For and on behalf of
AUTHORITY

For and on behalf of
CONCESSIONAIRE

Name:

Name:

Designation:

Designation:

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WITNESSES:

WITNESSES:

Name:

Name:

Designation:

Designation:



SCHEDULE – A: EXISTING ASSET LIST

[AS GIVEN IN THE RFP DOCUMENT]

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SCHEDULE – B : CONCESSIONAIRE’S SCOPE OF WORK (O&M)

All the works and services relating to the scope of work of the bidder/concessionaire, as mentioned in the RFP, including those mentioned in Annexures B, C, D, and E of the RFP.

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SCHEDULE – C- INSTALLATION DETAILS, SECURITY APPARATUS, AND
TECHNICAL SPECIFICATIONS

[AS GIVEN IN THE RFP DOCUMENT]

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SCHEDULE – D- ASSIGNED HUMAN RESOURCE

[AS GIVEN IN THE RFP DOCUMENT]

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SCHEDULE – E- KEY PERFORMANCE INDICATORS

The below mentioned KPIs are the indicative KPIs, which shall be deemed to *ipso facto* stand replaced with the KPIs that shall be provided in the Services Manual upon its preparation and/or upon the revision or amendment of Services Manual as per the terms of the Concession Agreement from time to time:

AS PER ANNEXURE H ATTACHED IN RFP

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SCHEDULE – F- ANNUITY AMOUNT PAYMENT SCHEDULE

Ye ar	Quart ers	Annuity Amount	Manageme nt Fee	Annuity Amount Payment (Annuity Amount + Management Fee)	Annuity Amount Payment Date
1.	1.				
	2.				
	3.				
	4.				
2.	1.				
	2.				
	3.				
	4.				
3.	1.				
	2.				
	3.				
	4.				
4.	1.				
	2.				
	3.				
	4.				
5.	1.				
	2.				
	3.				
	4.				



SCHEDULE – ANNUITY AMOUNT PAYMENT ADJUSTMENT FORMULA

AS PER RFP

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SCHEDULE – H- HANDING OVER CRITERIA

The Authority shall handover the Project Assets to the Concessionaire in accordance with the following Handing Over Criteria, which Handing Over Criteria basically lists down the assets, equipment, devices, accessories, furniture, and fixtures installed and in place at the Project Site, and will be handed over to the Concessionaire at the time of Handing Over.

After the signing of this Concession Agreement, at the time of actual handing over of Project Assets to the Concessionaire, handing over proforma will become an integral part of this Schedule

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SCHEDULE – I - TAKING OVER CRITERIA

The Taking Over Criteria of the Project Assets, as scheduled in Schedule-H above, shall be:

- a. The Concessionaire shall ensure that the Project Assets are handed back to the Authority on the Expiry Date or Termination Date, whichever comes earlier, in accordance with the terms of this Agreement.
- b. The Concessionaire shall ensure that the Project Assets are handed back to the Authority in proper working condition and according to the capacity of the respective Project Asset, if there is any.

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SCHEDULE – J- TERMS OF REFERENCE FOR THE INDEPENDENT EXPERT

1. Appointment of Independent Expert

- 1.1. Within ten (10) days from the Signing Date, the Concessionaire shall provide the Authority with a list of three (3) reputable firms from the Big Four Auditing Firms for appointment of the Independent Expert (the **IE List**).
- 1.2. Within seven (7) days of receipt by the Authority of the IE List, the Authority shall select a reputed firm of auditors from the IE List and the Authority and the Concessionaire shall appoint such firm as the Independent Expert in terms of the Independent Expert Agreement. In the event, the Authority does not respond within the period of seven (07) days, the Concessionaire shall send a written reminder letter to the Authority giving the Authority further five (05) days to select a reputed firm of auditors from the IE List and the Authority and the Concessionaire shall appoint such firm as the Independent Expert in terms of the Independent Expert Agreement. In the event, the Authority does not respond within the period of further five (05) days, the Concessionaire may select any of the reputed firm of auditors from the IE List and appoint such firm as the Independent Expert in terms of the Independent Expert Agreement.
- 1.3. In the event the Parties are unable to mutually agree on the appointment of the Independent Expert out of the Big Four, the Parties shall appoint such firm as the Independent Expert as may be acceptable to the Authority out of the Big Four.
- 1.4. In any case, the Independent Expert Agreement shall be executed within thirty (30) days from the Signing Date (the **Independent Expert Appointment Date**). Failure by the Concessionaire to execute the Independent Expert Agreement by the Independent Expert Appointment Date shall constitute a Material Breach of this Agreement, unless such failure is due to the reasons attributable to the Authority.
- 1.5. The Independent Expert shall provide the services set out in the Independent Expert Agreement and as requested by the Parties with mutual consent from time to time; provided that the Parties shall require the Independent Expert to hire and obtain services of an Independent Technical Expert. The fee and/or any remuneration to be paid to the Independent Technical Expert shall be borne by the Concessionaire. Unless mutually agreed otherwise between the Parties, the Independent Expert Contract shall be in accordance with the Indicative Independent Expert Terms of Reference.

2. Term of Appointment of the Independent Expert

- 2.1. The appointment of the Independent Expert shall be for an initial term of three (3) years (the **Appointment Term**) from the date of the effectiveness of the Independent Expert Agreement; provided, however, that:



- (a) the Appointment Term shall be extended prior to expiry of the same so as to ensure that at all times during the Concession Period, an Independent Expert is retained/appointed, for the purposes set out in this Agreement; or
- (b) the Parties shall be entitled to appoint a new Independent Expert prior to the expiry of the Appointment Term (such appointment to be effective upon expiry of the Appointment Term) so as to ensure that at all times during the Concession Period an Independent Expert is retained/appointed for the purposes set out in this Agreement. In the event of the appointment of a new Independent Expert upon expiry of the Appointment Term, the provisions of Section 2.3 shall apply.
- 2.2. The appointment of the Independent Expert may be terminated:
- (a) by either Party if, the Independent Expert is adjudged insolvent and / or bankrupt and / or the winding up proceedings are filed against the Independent Expert files winding up proceedings in a court of law and / or any action for malpractice and / or misadministration is filed against the Independent Expert in a court of law;
- (b) by the Parties with the mutual consent of the Parties.
- 2.3. Upon the occurrence of any of the events listed in Section 2.2, the Parties shall have the right to terminate the Independent Expert Agreement in accordance with the terms of the same or and/or in the event of expiry of the Appointment Term, the Parties shall appoint a new Independent Expert in accordance with this Section 2.3. In the afore stated circumstances, the Parties shall replace the appointed Independent Expert with another firm of auditors; provided, however, that the termination and/or replacement of the Independent Expert shall not have effect till such time as the replacement Independent Expert has been appointed.
- 2.4. The provisions of this schedule (Terms of Reference) shall apply to any new Independent Expert (including appointment and replacement of the same) appointed in accordance with the terms herein.
- 2.5. The term of appointment of the replacement Independent Expert shall be the unexpired period of the Appointment Term or such other term as may be mutually agreed between the Parties.
- 2.6. The Concessionaire shall ensure that all provisions of this Agreement pertaining to the Independent Expert and its responsibilities in respect of the matters set out herein are duly incorporated in the Independent Expert Agreement.

3. Independent Expert Remuneration

- 3.1. The Concessionaire shall be solely responsible for the payment of the fees and expenses payable to the Independent Expert pursuant to the Independent Expert Agreement (the **Independent Expert Payments**), notwithstanding that the Independent Expert shall be



appointed by and shall fulfill its obligations in accordance with the terms of the Independent Expert Agreement.

- 3.2. The Concessionaire undertakes to affect the Independent Expert Payments in a diligent and timely manner and in accordance with the Independent Expert Agreement.

4. Terms of Reference

The Independent Expert, with the assistance of Independent Technical Expert, shall perform all such roles, duties and functions as are contemplated to be performed by the Independent Expert in this Agreement.

Without limiting the generality of the foregoing, the Independent Expert shall be responsible for:

- (a) Reviewing and approving/certifying all activities associated with Installation works;
- (b) Reviewing and approving/certifying all activities associated with the fulfilment of Key Performance Indicators by the Concessionaire. Reviewing and approving/certifying all Operation and Management of security and safety activities, associated with the fulfillment of all obligations and covenants, under Concession Agreement between Concessionaire and Authority;
- (c) calculate and verify Annuity Amount for each quarter on Actual Basis;
- (d) calculate and verify Annuity Amount Payments and Payable Annuity Amount Payment for each quarter in accordance with the terms of this Agreement;
- (e) review and verify any Annuity Amount Payment Adjustment Events and calculate the Annuity Amount Payment Adjustment on the basis of Annuity Amount Payment Adjustment Formula;
- (f) calculate the Annuity Payment Account Funding Amount to be funded by the Authority;
- (g) issue the Annuity Amount Payment Certificates prior to the respective Annuity Amount Payment Dates;
- (h) assist the Parties in determining, under this Agreement:
 - existence and consequences of a Force Majeure Event and computation of Force Majeure Costs,
 - an Event of Default,
 - the remedy of defaults and termination procedures,
 - the existence and consequences of any of the other relief items set out in the Agreement, and/or
 - any other matter of a technical nature referred by both Parties;



- (i) carry out audits (on an annual basis) to establish compliance or otherwise of the Services with the KPIs, Services Manual, Applicable Laws, Applicable Standards and Good Industry Practices in accordance with the procedures set out in this Agreement;
- (j) carry out any other duties and functions specified or assigned in this Agreement or the Independent Expert Agreement. Review and recommendations of Services Manual, audit of hiring the qualified resource, audit of required specification of safety and security, equipment and machinery, supervisor strategy of a digital monitoring system for KPI performance.

In respect of all matters dealing with the Agreement the Independent Expert and the Independent Technical Expert shall be independent and shall ensure that it performs all its obligations in accordance with this Agreement or the Independent Expert Agreement.

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SCHEDULE – K- INSURANCES

In accordance with Section 11, the Concessionaire is responsible to procure the following Insurances from such insurance companies that are acceptable to the Authority. The Concessionaire is responsible to ensure that the Insurances to be maintained in terms of this Agreement and in accordance with the terms set out herein will be maintained throughout until the Expiry Date. The Insurances to be procured by the Concessionaire shall be:

- a. Insurance for equipment, installation and changes made by the Concessionaire, being part of the Project Assets, on the premises/JPMC such as guard room/entry gate and check posts utilized by the Concessionaire
- b. Insurance for furniture and fixtures being part of the Project Assets
- c. Insurance for safety equipment being part of the Project Assets
- d. Insurance for computer equipment being part of the Project Assets

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SCHEDULE – L- INTALLATION WORK SCHEDULE

All the works and services relating to the scope of work of the bidder/concessionaire, as mentioned in the RFP, including those mentioned in Annexures B, C, D, and E of the RFP.

Services Manual:

The Concessionaire shall ensure that following matters shall be covered in the Services Manual:

- Baby tagging system plan setting out the protocols for installing and removing baby tags to and from the babies/infants, and the prevention strategies to prevent any untoward incidents such as abduction of babies/infants and/ or illicit attempts to move babies/infants to and from their respective wards at the Project Site;
- Visitor management plan setting out appropriate checks at the access points of the Project Site, strictly follow the usage of visitor tags, management/control of visitors/attendants during outpatient activities, visitors/attendants movements on various floors of the Project Site, attendant management for children undergoing surgical procedures, management/control of medical representatives visiting the Project Site, and the standard operating procedures in case of finding any suspicious or dubious person(s) at the Project Site;
- Parking management plan setting out a policy for the vehicles to be parked at the assigned parking spaces at the Project Site, strictly follow the usage of parking cards, distinguish and designate staff and visitor parking spaces;
- Fire safety plan setting out standard operating procedures to prevent incidents of fire hazard at the Project Site, procedure and timeline to conduct fire exit drills, and evacuation plans and reporting protocols in case of fire hazard at the Project Site;
- CCTV camera operational plan setting out the plan to keep all cameras functional/operational at all times with back-up facility in the case of any technical fault, and off-site back-up facility in case of any damage or loss of data/recordings saved in the systems at the Project Site;
- Waiting area management plan setting out the plan to completely secure the waiting area by imposing appropriate checks at the access points of the Project Site in line with the visitor management plan, and the standard operating procedures in case of finding any suspicious or dubious person(s) in the waiting areas;
- Subversive activity threats management plan setting out the standard operating procedures to prevent any subversive activity/incident at the Project Site, procedure and timeline to conduct exit drills, and evacuation plans and reporting protocols in case of any such incident;



- Elevator services plan setting out the plan to ensure operation of the elevators on a twenty-four (24) hours per day, three-sixty-five (365) days per year basis in line with the Applicable Standards and Good Industry Practices; and
- Quality management plan setting out the plan to ensure overall service quality of the operations of the Project

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