

TERMS OF REFERENCE

TERMS OF REFERENCE (TORs) PRIVATE OPERATOR TO MANAGE THE NISHTARABAD GOVT. GENERAL HOSPITAL OF KHYBER PAKHTUNKHWA

1. BACKGROUND:

The Government of Pakistan (GoP) has received credit from World Bank towards the cost of the Khyber Pakhtunkhwa Human Capital Investment Project (KP-HCIP). The project intends towards improving the performance of the health sector and is implementing several strategic policies/guidelines including the Khyber Pakhtunkhwa Health Policy 2018. This long-term strategic plan, accompanied by a monitoring and evaluation (M&E) and financial framework, provides guidance on five priority areas (three of which [(i), to (iv)] are supported by the project:

- i. Enhanced coverage and access to essential health services especially for the poor and vulnerable;
- ii. Measurable reduction in the burden of disease especially among vulnerable segments of the population;
- iii. Improved human resource management;
- iv. Governance, regulation and accountability; and
- v. Enhanced health financing for efficient service delivery and financial risk protection for the people of KP.

The Government of KP has made Health Sector reform a priority of its agenda, and as such introduced numerous initiatives to transform the landscape of health service delivery in the province. One major aspect of that reform agenda is partnering with the private sector to augment the capacity of the public sector in order to improve both quality and access to services.

By outsourcing of the management of the health facility under makeshift arrangements of KP HCIP, we expect effective management, higher levels of productivity, private sector efficiency, reduced burden on other hospitals in Peshawar and improved consumer satisfaction. We also expect a sustained effort for change in culture towards service delivery, as well as adaptability & dynamism in response to challenges.

2. THE OBJECTIVES OF THE INITIATIVE ARE AS FOLLOWS:

1. Hospital Administration: Efficiently manage the day-to-day operations of the hospital, ensuring smooth functioning and adherence to all relevant regulations of World Bank and Govt. of KP.
2. Medical Services: Provide a wide range of medical specialties and treatments to cater to the healthcare needs of patients i.e.
 - i. Covid, NCD (Breast cancer, Hepatology and Endocrinology), MNCH (BEmONC & CEmONC 24/7), Emergency Services, Surgical services, services of EPI, Nutrition, TB , Hepatitis, Blood Bank Services, Pharmacy Services, non-clinical & support services in hospital as per scope mentioned in ToRs.
3. Medical Practitioner, Nursing and Support Staff: Employ qualified nursing and support staff to deliver compassionate patient care and excellent service.
4. Quality and Patient Safety: Implement robust quality assurance programs and patient safety measures to maintain high standards of care.
5. Procurement and Supply Chain: Manage procurement processes for medical supplies, pharmaceuticals, and equipment to ensure timely availability.
6. Financial Management: Efficiently manage the hospital's finances, including billing, revenue collection, and cost control.
7. Marketing and Branding: Undertake marketing and branding initiatives to increase the hospital's visibility and attract a wider patient base.
8. Technology and Innovation: Embrace innovative healthcare technologies to enhance patient care and operational efficiency.
9. Reporting, Monitoring and Evaluation: The service provider shall report and done monitoring as per details mentioned in ToRs

3. TASK DESCRIPTION:

The following is an indicative list of tasks to be accomplished by private operator the private operator at Nishtarabad Hospital. The private operator may add to the list but must ensure delivery of health services according to the Essential Health Services Package (EHSP)/National guidelines for COVID-19 case management.

- Ensure delivery of services in the assigned health facilities as per the annexed Health service delivery package in accordance with the quality standards of Health Department KP.
- 24/7 Emergency services
- Community outreach and nutrition activities
- Ensure the availability of imaging and laboratory diagnostic services as per categorization of the hospital
- Pharmacy & Supply Chain management system to be put in place to ensure appropriate storage and availability of medicines and other consumables in the facility.

- Referral transport to be made available by coordinating with Rescue 1122.
- Quality assurance mechanism is to be ensured with a priority focus on infection prevention & control and waste disposal systems.
- The private operator will ensure complete Operationalization of DHIS in the concerned hospital: The facility staff will be trained on DHIS hard and software, data entry and report generation for real time access & monitoring.
- The Partner will also ensure reporting of notifiable diseases as per KP Public Health Act 2017.

The private operator will work closely with PMU KP HCIP and will ensure that the services are provided as per policies of the government to the community. The private operator private operator will have the flexibility for innovation to achieve the objectives of the project and hence how these objectives are achieved will mostly be up to the organization selected so long as it complies with the technical guidelines, standards, laws of the KP Government, the Government of Pakistan Ministry of Health Services, Regulations & Coordination guidelines on COVID-19 for Hospital Management and the Client, and in particular “Zoning of Hospitals during COVID 19 Outbreak” and “Cleaning & Disinfection of Environmental Surfaces in a Healthcare Facility”. & relevant WB EHS guidelines as well as WHO guidance related to COVID-19 includes but is not limited to as follows:

- i. WHO interim guidance on rational use of PPE for coronavirus disease 2019
- ii. WHO Safe management of wastes from health-care activities,
- iii. WHO interim guidance on Infection prevention and control during health care when novel coronavirus (nCoV) infection is suspected
- iv. Interim practical manual supporting implementation of the WHO Guidelines on Core Components of Infection Prevention and Control Programme
- v. WHO Technical brief on Water, sanitation, hygiene and waste management for COVID-19
- vi. WHO- Operational considerations for case management of COVID-19 in health facility and community
- vii. WHO, Hospital emergency response checklist An all-hazards tool for hospital administrators and emergency managers
- viii. WHO “COVID-19 Strategic Preparedness and Response Plan, Operational Planning Guidelines to Support Country Preparedness and Response” (2020)

ix. Other guidance as required by the World Bank funded Project for the scope given below.

4. SCOPE OF SERVICES

The Private operator will be bound to provide clinical i.e. Covid, NCD (Breast cancer & Hepatology), MNCH (BEmONC & CEmONC 24/7), Emergency Services, Surgical services, services of EPI, Nutrition, TB, Hepatitis, non-clinical & support services in hospital as per scope given below.

Increase Access to health services:

The hospital is equipped with equipment however if any further equipment is required for operationalization of hospital, the private operator will follow the procedure as per Government rules & regulation. The private operator is expected to operate the hospital by hiring staff the hospitals to provide optimal services as per defined package of health services. It may also adopt a structured and transparent system of performance based incentive (PBI) to staff.

Strengthening the infrastructure:

The private operator is expected to keep the premises and surroundings of the facilities clean, in addition the necessary repair/renovations of the facilities shall also be undertaken to ensure better working environment for the staff as well as for the patients. The private operator is also expected to brand the facility/hospital so that community's trust is strengthened. The private operator will ensure the availability of appropriate and inclusive waiting areas. In case of any incidence, all risk insurances will be borne by the private operator during the period of contract.

Quality of Services:

In addition to provision of services; maintaining the quality of the services will also be taken into account while assessing the performance. Besides ensuring the availability of manuals and standard operating procedures at the health facilities, the private operator shall also carry out comprehensive trainings of the health facility staff for improving their skills. A training registry should be maintained at all times. It is expected that the hospital will undergo certification process through Healthcare Commission/ISO.

Flexibility:

The finances will be managed as per actual basis and the flexibility to re-appropriate as per requirement after approval of the Project Director of HCIP or the committee notified by the PD. The private operator will hire the staff from the market in consultation with PMU KP HCIP for the posts as per required human resource in budget plan.

Community Awareness & Public Health Response:

The private operator will employ all possible means to create awareness among the community through this project. Waiting areas of the hospital may be utilized for this purpose. Similarly in case of a specific issue notified by the clinical experts or otherwise which is of the public health importance, the team of the hospital may facilitate the concerned district in responding to the concerned issue.

Referrals:

Referral mechanism from the Health facility to the DHQ and/or other hospital shall be established by coordinating with Rescue 1122.

Coordination:

Coordination with all stakeholders including the community being served will be important for the success of the project. Close coordination with PMU KP HCIP & Health Department in preparation of annual plans, monitoring and supervisory visits, reporting, will be critical.

Recording and Reporting:

The private operator will ensure operationalizing the District Health Information System (DHIS) through building staff capacity, provision of MIS tools and instruments and enhance data quality and compliance. The private operator will be responsible for generating and submitting the different type of reports according to the agreed timelines.

Special Health Activities:

The private operator shall ensure the presence of staff as proposed in RFP and that relevant staff working under its contractual obligation, participate and manage special activities such as

Supplemental Immunization Activities (SIAs), national immunization days (NIDs), Measles Campaigns and other mass campaigns etc.

Emergency Response:

The private operator should have an emergency response plan that can be implemented to investigate, verify and coordinate responses to emergency situations including natural disasters and disease outbreaks. The private operator will be responsible to coordinate with District Health office and the provincial health directorate for such situations.

Medicine, Medical Supplies etc.:

The private operator will make its best efforts to ensure availability of quality medicines, consumable, PCR amplification kits, PCR extraction kits and medical supplies.

The contracting private operator will place order from MCC list (Centralized Rate contracting List) the service provider will make demand based on their consumption and need keeping in loop the KP-HCIP. The Private Operator will maintain all records and inventory of the same and shall report accordingly.

The current inventory status report of all medicines and equipment shall be obtained from service provider which was bought from the previous contract and are property of Health Department.

Human Resources:

The private operator will provide the following HR to operationalize the Nishtarabad Government General Hospital

Category	S.No	Designation/Title	Qty
Management	1	Facility Manager	1
	2	Deputy Hospital Administrator	2
	3	Logistics Officer	1
	4	Human Resource Officer	1
	5	Finance Manager	1
	6	Senior Biomedical Engineer	1
	7	Accountant	1
Specialist	1	Pulmonologist	1
	2	Medical Specialist/Cardiologist	-
	3	Medical Specialist/Hepatologist	1
	4	Pathologist	1
	5	Anesthetist	1
	6	Oncologist (Breast Cancer)/Radiologist	1
	7	Gynaecologist	2
	8	Registrar Gynaecology	3
	9	Paeditrician	1
MO	1	Medical officers-Male	8
	2	Medical Officer - Female	12
Pharmacy	1	Pharmacy Manager	1
	2	Pharmacist	4
	3	Trainee Pharmacist	2
Others	1	Psychologist	2
	2	Envoronmental and Social Development Specialist	1
	3	Physiotherapist	4
	4	Mammographer - Female	1
Nurse	1	Nursing Supervisor	1
	2	Nurses	25
Paramedic	1	PCR Technologist	6
	2	ICU/HDU Technologist	6
	3	Clinical Technician Surgical	5
	4	Clinical Technician Anesthesia	5
	5	Clinical Technician Pathology	3
	6	Clinical Technician Blood Bank	1
	7	Clinical Technician Radiology	4
	8	Midwives	8
	9	LHV	6
Support	1	Health Information System (HIS) Officer	2
	2	Computer Operator(HMIS Assistant)	8
	3	Logisitic Assistant	2
	4	Store keeper	2
	5	Medical Gas operator	3
	6	Oxygen gas handler	5
	7	Office Boy	2
	8	Ward attendants	13
	9	Security Guards	20
	10	Cleaners/Sweeper	20
	11	Washerman	4
	12	Survellence room person	1
		Total Staff Excluding Internes/Casual Labor	206

5. LOCATION AND DURATION OF SERVICES

Nishtarabad Hospital details:

Nishtarabad, Near Gran Trunk Road Peshawar, Khyber Pakhtunkhwa. This contract is offered for a period of 3 years maximum.

6. GRIEVANCE/COMPLAINT REDRESSAL MECHANISM:

The private operator will nominate a focal person for consumer grievances which preferably will be medical technician/ medical officer in-charge of the facility. Focal person will be responsible to receive all complaints at facility level, processes it and keep appropriate record of prescribed format at the facility level.

7. Environmental and Social Safeguards/ Waste Management System:

KP-HCI Project's Environmental and Social Management Framework (ESMF) will cover the contingent emergency response financing. Sector specific checklists, if required, will be added as an annex to the KPHCIP ESMF to supplement the existing environmental and social safeguards instruments of the project, where needed.

The private operator will be required to ensure appropriate control measures for hospital infectious & non-infectious waste management of the health facilities under the project and infection control practices as per guidelines of Government of KP. The details ESMF framework is given at form-7 and the private operator shall be bound to comply the same.

9. MEASURING PERFORMANCE: INDICATORS AND MONITORING MECHANISM:

S. No	NAME OF INDICATORS	FREQUENCY OF REPORTING TO PMU KP HCIP
A. Patient Access Indicators		
1.	Number of Patients Managed	Monthly
2.	Number of Patients Admitted	Monthly
3.	Number of Patients in ICU	Monthly
4.	Number of Patients in Isolation	Monthly
5.	Number of Patients in HDU	Monthly
6.	Number of Out Patients	Monthly
7.	Number of Patients at A&E	Monthly
8.	Miscellaneous e.g. Home based outreach activities, outreach sampling activity and Mental Health & Psychosocial activities.	Monthly

B. Inpatient Utilization Indicators		
1.	Number of Admissions	Monthly
2.	Number of Discharges	Monthly
3.	Annual per capita Hospital Admission Rate	Monthly
4.	Average Bed Occupancy Rate	Monthly
5.	Average ICU Bed Occupancy Rate	Monthly
6.	Percentage of Left Against Medical Advice (LAMA)	Monthly
7.	Number of Expiries	Monthly
8.	Mortality Rate	Monthly
C. Outpatient Utilization Indicators		
1.	Number of outpatient Visits (Average daily OPD)	Monthly
2.	Average daily Specialty wise OPD utilization	Monthly
D. ER Utilization Indicators		
1.	Number of ER visits (Emergency Service Utilization)	Monthly
E. Generic Utilization Indicators		
1.	Total Radiology Services	Monthly
2.	Total Lab Investigations	Monthly
3.	Blood bank screening Facilities	Monthly
4.	PHL covid samples taken	Monthly
5.	PHL covid samples positive	Monthly
6.	PHL covid samples negative	Monthly
F. Human Resource Indicators		
1.	Total positions	Monthly
2.	Filled positions against required	Monthly
3.	Attendance per day	Monthly

4.	Attendance per shift	Monthly
5.	Total No of rounds by DMS	Monthly
6.	Total No of rounds by MS	Monthly
7.	Total No of visit by M&E officer KP HCIP	Monthly
8.	Total No of visit by officials of the PMU KP HCIP	Monthly

The operator will be measured on quality performance for the following indicators” The second section include a minimum standard expected and penalty will be imposed if not achieved;

NAME OF INDICATORS	FREQUENCY OF REPORTING TO PMU KP HCIP	Remarks
Average Length of Stay (ALOS)	Monthly	To be offered by firm & PMU will assess
Average ICU Length of Stay	Monthly	
Stock out of tracer drugs/supplies	Monthly	Standard: Stock outs less than 5%
G. Patient Safety Indicators		
Unplanned Readmission	Monthly	30-day readmission rate under 10%
Cleanliness of toilets in facility for Patients	Monthly	Signed sheet where cleaners record each time they clean a toilet, & will be for part of the monthly report
Facility waste disposal as per WHO guidelines in Kgs	Monthly	For Covid we use 2.5 keg per bed per day
H. Infection Control Indicators		
No. of Hospital Acquired Infections (Blood Stream Infection, catheter related infections, wound infections)	Monthly	Acceptable rate between 5 and 10 percent
I. Consumer Satisfaction Indicators		
Total no of client/patient/attendant complaints registered	Monthly	Rating system to be proposed by Private operator
Total no of client/patient/attendant complaints disposed	Monthly	

Vacant positions against required	Monthly	95% of all positions are filled.
J. Reporting Indicators		
DHIS/HMIS Reporting compliance	Monthly	All reports to be competed and submitted as per agreement.
DHIS/HMIS Reporting time lines	Monthly	
DHIS/HMIS Reporting Completeness	Monthly	
DHIS/HMIS Reporting Accuracy	Monthly	

Note:

The private operator shall be bound to establish an online dashboard and maintain a real-time access of data as mentioned above. The access of the same shall be given to PMU KP HCIP, concerned DHO, IMU and Director General Health Services who shall monitor its performance as per indicators on daily basis.

9. COMPLIANCE WITH TECHNICAL GUIDELINES

In carrying out the services described above the contracting private operator will be in compliance with GoKP Laws and Regulations presently available or developed during the time period of the project.

10. FINANCIAL ARRANGEMENTS AND PAYMENT MECHANISM

Budget for the concerned health facility will be transferred to the private operator as per actual expenditures on monthly basis upon submission of bills. The financing mechanism will ensure that the private operator will have a basic amount to cover salaries, utilities, supplies to ensure provision of services.

The Private operator hired to manage health facilities and services under the project shall also maintain a financial management system in accordance with acceptable accounting procedure. The costing shall be subject to all types of applicable taxes (both direct and indirect) and dues whatsoever, the contract price is inclusive of all applicable taxes. PMU KP HCIP shall carry out periodic financial management review of the Private operator and AGPR shall have the right to audit accounts of the Private operator related to government budget. The private operator will submit an internal audit report on monthly basis to the PMU KP HCIP.

11. FINANCIAL MANAGEMENT AT PRIVATE OPERATOR

Private operator will maintain its project specific accounts (including sub-ledgers) on cash basis. Separate inventory register along with fixed asset register purchased under the contract shall be maintained and be subject to periodic audits and verifications. Monthly bank reconciliations are to be performed. The commitments (receipts and payments) shall be separately recorded. The Private operator can use its own Chart of Accounts for recording of transactions. Sound systems of internal controls compatible with the policies and guidelines of the GoKP. The private operator shall ensure to have professionally accredited and sound Financial management personnel can be named as Finance and accounts manager. The payments shall be verified from the Finance head of the Private operator

The Private operator shall submit monthly financial reports to the PMU KP HCIP including periodic budget execution reports, cash flow statement, cash forecasts, revenue generated from the facility, details of procurements, fixed assets and inventory record, payroll reconciliations, bank reconciliations & detailed expenditure statement report etc. Format of these reports will be agreed with the Private operator as part of contract or thereafter.

12. AUDIT ARRANGEMENTS:

The audited financial Statements for the project should be submitted within 15 days from the termination date. The private operator will also be required to carry out audits at the end of the contract through a reputable independent audit private operator s, the last month payment shall be subject to sharing of acceptable audit report with PMU KP HCIP office and Health Department. However, the private operator shall be bound for Submission of financial reports to the PMU KP HCIP on monthly basis i.e. within seven (7) days of the close of the previous month. PMU KP HCIP may carry out periodic financial management review of the Private and AGPR shall have the right to audit accounts of the Private operator / related to government budget. The cost of such audits shall be borne by the private operator.

13. RISK SHARING ARRANGEMENTS

The risk sharing and arrangements in accordance with the World Bank and Government of Khyber Pakhtunkhwa Procurement Guidelines.

14. REPORTING REQUIREMENTS

The contracting private operator will provide fortnightly reports related to activities undertaken in fulfillment of these terms of reference. The report will include the following sections:

- (i) Progress made against the work plan (as may be revised and updated in consultation with PMU KP HCIP / Health Department
- (ii) Progress against the implementation of ESMF/ESMP/HCWMP/related plans and SOPs
- (iii) Problems encountered and solutions undertaken;
- (iv) Monthly financial report related to receipt and payment under the consultancy shall be submitted.
- (v) A summary of HMIS forms with analysis;
- (vi) Performance indicators as per Section 9 above.

Such reports will be furnished Monthly. The private operator will also maintain a separate set of accounts for the project and provide an externally audited report to PMU KP HCIP and Health Department at end of every year to the project. The last month payment shall be subject to submission of audit report to PM KP HCIP.

15. CONFIDENTIALITY AND MAINTENANCE OF PATIENT RECORDS

In performing the services under this RFP, the Parties may be exposed to and will be required to use certain “Confidential Information” (as hereinafter defined). The Parties agree that any employees, agents, or representatives of the Parties will not use directly or indirectly, such Confidential Information for the benefit of any person, entity, or organization other than for the purposes of this Agreement, or disclose such Confidential Information without the written authorization of the authorized representative of the other Party, either during or after the Term of this Agreement, for as long as such information retains the characteristics of Confidential Information.

“Confidential Information” includes, but is not limited to, any confidential or other proprietary technical or business information, ideas, know-how, business plans, strategies, art-work, data, patent, copyright, trade secret, process, technique, program, design, formula, marketing, advertising,

financial, commercial, sales or programming matter, written materials, compositions, drawings, diagrams, computer programs, studies, work in progress, audio clips, visual demonstrations, ideas, concepts, hardware and software designs and code, product specifications and documentation, business and product plans and strategies, names of customers, suppliers or partners [whether trading or otherwise] and other data, in oral, written, graphic, electronic, or any other form or medium whatsoever, which may be provided by one Party to the other, whether directly or indirectly including, without limitation, all materials supplied containing Confidential Information, all copies of those materials and any notes, records, analyses, summaries or other material derived therefrom and all copies thereof. Notwithstanding the foregoing and without limitation, all documentation, data, know-how, information, etc. of any kind whatsoever provided by the any Party pursuant to this Agreement shall be deemed to be Confidential Information. The term Confidential Information shall not include the following: a. the information, which is now, or which hereafter becomes, publicly known or available through no act or failure on the part of the other Party; b. the information, which is actually known to a Party prior to the time of receipt of such Confidential Information; c. information which is furnished to a Party by a third party who has rightfully obtained the Confidential Information without restriction on disclosure; d. information which is independently developed by a Party without use of or reference to the Confidential Information of the other Party that does not otherwise contravene the terms and provisions of this Agreement, and which such independent development can be established by evidence that would be acceptable to a Court of competent jurisdiction; or e. information which a Party is by law, order of a Court of competent jurisdiction, or other legal compulsion required to disclose; or f. is disclosed by a Party with the prior written approval of the other Party.

FORMAT AND SIGNING OF EOI APPLICATION

- A. Applicant shall submit their EOI Application in the Forms provided in Appendix-1 and in line with the other instructions mentioned in this EOI document.
- B. EOI Application shall consist of the following document:
 - I. Details of Applicant as per Form-1
 - II. Net Worth & Turnover as per Form-2
 - III. Details of Relevant Experience as per Form-3
 - IV. Comments & Suggestion on TORs from Bidders Form-4
 - V. JV agreement as per Form-5
 - VI. Conflict of Interest Form-6 (To be submitted on Judicial Stamp Paper of worth 100/- PKR)
 - VII. ESMF details (Form-7)
- C. EOI Application shall be signed and stamped on each page initialed by a person duly

authorized to sign on behalf of Applicant. The EOI Application shall be in hardbound/ spiral binding form with all pages numbered serially. In case of JV partner, the power of attorney shall be attached as per the Form-5. The JV partners will not change at the time of bidding. The allowed number of JV partner for the services will be one.

SEALING AND MARKING OF EOI APPLICATION

- A. EOI Application shall be submitted in a sealed envelope containing the EOI Application and the following written on the top:

**PRIVATE OPERATOR TO MANAGE THE NISHTARABAD GOVT. GENERAL
HOSPITAL OF KHYBER PAKHTUNKHWA**

- B. Sealed envelope containing the EOI Application shall be addressed to:
*Project Director HCIP KP Health Khyber Pakhtunkhwa, Health Sector Reform Unit
HRD building Khyber Road, Peshawar.*

- C. Envelope containing the EOI Application shall indicate the name, address and contact number of the applicant.

Appendix-1: Format for Submitting EOI Application

From – 1: Details of the Applicant

Sr. No.	Name and Legal status of applicant	Particulars Required	Document Required
1.	Name of Applicant		
2.	Legal status of applicant (Sole Proprietorship, Private Limited or AOP)		
3.	Date of incorporation/ registration		Enclose certified copy of certificate of incorporation/ registration
4.	In case of Joint Venture, only one firm shall join as partner. Moreover, a partner firm can form JV with only one Lead Bidder in this project		Relevant Documents must be attached.
5.	The firm / partner firm (in case of JV) should be a legal entity having registered <ul style="list-style-type: none"> • NTN, GST Certificate of FBR. • KP Revenue Authority registration for services Tax Number. 		Proof to be submitted in the form of valid certificates.
6.	Income Tax Returns of Lead Bidder/JV Partner (For JV, each partner should submit its Income Tax Returns Separately).		Proof to be submitted in the form of FBR generated tax returns.
B	Contact Details of Applicant -		
1.	Name and Designation of Authorized Contact Person		
2.	Postal Address		
3.	Telephone Number		
4.	Mobile No.		
5.	E-Mail		
6.	Website		
C	Brief Description of Applicant		
1.	Organization profile	Enclose Details	Company profile must be attached.
2.	Management Structure	Enclose Details	Organogram of firm must be attached in addition to brief bios of the project staff.
3.	Main Line of Business	Enclose Details	Past Performance certificates as explained in this EOI
	Status	Eligible/Not Eligible	

Signature of the Bidder:

Stamp of Bidder:

From-2: Criteria of Net Worth & Turnover

A	Turnover PKR	Required Documents
1	Annual Turn Over of lead bidder/JV Partner for any of the last two Financial Years accumulatively i.e.	To be verified from the submitted Income Tax Returns from FBR/ Audit Reports
	Status	Eligible/Not Eligible

Note: Values should be duly certified by statutory body like Chartered Accountant or Independent Auditors who are competent to do so as recognized by the Govt.

Signature of the Bidder:

Stamp of Bidder:

Form-3: Relevant Experience
(Separate sheet to be filled for each Project)

S.N	Particulars	
1	Name of Project/ Facility	
2	Date of Establishment	
3	Project Cost (In Millions)	
4	Role of Applicant Owner Operator Service Provider	<i>Explain the Role of Applicant</i>
5	Years of Experience as Owner/Operator/ Service Provider	

Note: - Applicant shall submit supporting documents/ evidence e.g. completion certificate/ copy of contract agreement/certifications etc. for size of the project / services offered in support of relevant experience claimed in the above Form-3.

a) Only those assignments shall be considered for which consultant has provided services as lead member (in case that work has been done by a Joint Venture).

b) Each assignment shall be supported by following details:

i) Name of Overall assignment: _____

ii) Location of Overall assignment: _____

iii) Owner's Name and Address: _____

iv) Completion (Actual/Estimated vis-a-vis Stipulated): _____

v) Description of assignment: _____

vi) Description of Services provided by the firm:

c) Decision of Evaluation committee in ascertaining "similar nature" and "similar assignment" will be final.

Signature of the Bidder:

Stamp of Bidder:

Form-5

Comments & Suggestion from Bidders on Terms of Reference

Form-5: JV Agreement

Power of Attorney

(To be submitted on stamp paper of worth Rs. 100 duly notarized by oath commissioner)

KNOW ALL MEN BY THESE PRESENTS that by this Power of Attorney (“Power of Attorney”), [Insert Name of JV Partner] having its registered office [address of JV Partner], does hereby nominate, appoint and authorize [Lead bidder Authorize Name] of [Lead Bidder Name] having its registered Head Office [Address of Led Bidder] hereinafter referred to as the "Attorney”, to do in our name and on our behalf the following:

- I. Sign and submit to PMU KP HCIP, of the Government of Khyber Pakhtunkhwa, or its authorized nominee the for Expression of Interest in response to the Expression of interest documents dated [Insert Last date of submission] issued by PMU KP HCIP (Health) and all other documents and instruments required to submit the Application for expression of interest.
- II. Execute all such deeds, documents and instruments as may be considered necessary and expedient in relation to the foregoing; and
- III. Do and carry out all other actions as may be required by PMU KP HCIP (Health), of the Government of Khyber Pakhtunkhwa & World Bank Regulation in connection with the Expression of interest process as a whole;
- IV. To immediately notify PMU KP HCIP (Health), of the Government of Khyber Pakhtunkhwa in writing of any impending or actual revocation as well as any change in the terms of this Power of Attorney.

We, [Insert Name of JV Partner] do hereby ratify and confirm whatsoever the Attorney shall do by virtue of these presents and further agree that whatever the Attorney shall do or cause to be done pursuant to this Power of Attorney shall be binding on [Insert Name of JV Partner]

Furthermore, each provision of this Power of Attorney is severable and distinct from the others. The invalidity, illegality or unenforceability of any one or more provisions of this Power of Attorney at any time shall not in any way affect or impair the validity, legality and enforceability of the remaining provisions hereof.

IN WITNESS WHEREOF, we have executed this POWER OF ATTORNEY as of [Insert Date]
[Insert Name of JV Partner]

By:

Designation:

NIC No.

WITNESSES:

Witness 1:

Name:

Address:

NIC No.:

Witness 2:

Name:

Address:

NIC No.:

Form-6: Conflict of Interest

- a. The consultant is required to provide professional, objective and impartial advice, at all times holding the Procuring Entity's interests paramount, strictly avoiding conflicts with other assignments or his/its own corporate in without any consideration for future work.
- b. The consultant shall be under obligation to disclose to the Procuring Entity any situation of actual or potential conflict that impacts its/his capacity to serve the best interest of its client/ Procuring Entity. Failure to disclose such situations may lead to the disqualification of the consultant or termination of its/his contract during execution of the assignment.
- c. Where there is any indication of conflict of interest exists or may arise, it shall be the responsibility of the Bidder to inform the PE, detailing the conflict in writing as an attachment to this Bid.
- d. A Conflict of Interest is where a firm involved in the proposal has or may be perceived to have a personal interest in ensuring that a particular Bidder is successful, Actual and potential conflicts of interest must be declared by a firm involved in a Bid process.
- e. PE shall be the final arbiter in case of potential conflict of interest, Failure to notify PE of any potential conflict of interest will invalidate any verbal or written agreement.
- f. For conflict of interest all applicable laws & regulation of World Bank shall also be enforced.

Form-7

The KPHCIP ESMF outlines a general screening process built for the positive list for key environmental and social issues and risks, and a land acquisition and resettlement screening checklist. This will be linked to identifying institutional arrangements for oversight of any required additional Environmental and Social (E&S) due diligence and monitoring. In addition, the ESMF includes Generic emergency works “sector” guidance for small-scale civil works and other type of works identifying key E&S issues including Occupational Health and Safety and Community Health and Safety with practical Environmental and Social Management Plan (ESMP).

Activities financed under the contingent component will be limited to provision of critical goods and services, as well as repair or reconstruction of damaged infrastructure. Land acquisition leading to involuntary resettlement and/or restrictions of access to resources and livelihoods is not anticipated, and if needed, will comply with the KPHCIP Resettlement Policy Framework. It is unlikely that emergency works will trigger new safeguards policies, however, if required, new instruments will be prepared, consulted upon and disclosed; per the requirements of the Bank’s Investment Financing Policy, a restructuring would be prepared.

Provision of critical goods and services especially medical equipment and supply may involve the potential infection of workers such as health care workers and lab technicians as well as general public who visit hospitals or screening posts through the use of the medical equipment and supply. Repair works, if carried out in the health care facilities, may involve the exposure of workers to infection sources such as contaminated wastewater, wastes etc. Through the use of the goods and after the civil works, the generated waste would be contaminated with the virus and would produce hazardous health care waste which will potentially pollute the environment such as water and soil if those are not managed properly. Therefore, the sector guidance will be prepared, if required, as part of ESMF for emergency operation will provide the measures to prevent and mitigate the potential OHS, community health and safety, and pollution issues associated with emergency operation.

The client will conduct quick Environmental & Social screenings (using regular E&S checklist, Quarantine Facility Checklist, and OHS Checklist) to ascertain state of Nishtarabad Hospital (the facility) and what enhancements/improvements in E&S resources are needed, i.e. vaccine storage arrangements, waste disposal arrangements, identify any encroachment/ownership issues,

prevention of inconvenience to neighbors, etc. to ensure it can serve as a Coronavirus Testing and Management Center.

The recommendations of this E&S screening will need to be met by the Client to ensure the facility is fit-for-purpose as a Coronavirus quarantine or treatment facility. Given the emergency nature of the situation and depending on the nature of the recommendations, some of the required recommendations can be met during the usage of the facility. However, the recommendations and their timeframe should be mentioned in the Agreement so as to clearly set forth the rights and responsibilities of the parties involved.

The private operator will be required to ensure appropriate control measures for hospital infectious & non-infectious waste management of the health facilities under the project and infection control practices as per guidelines of Government of KP and any other mitigation measures in compliance with ESMF which includes guidance for site specific ESMP/plans/SOPs as well as hospital waste management plan preparation as per Hospital Waste Management Rules 2005, Hazardous Substance Rules 2003, WB OHS Guidelines, WB health care waste management guidelines.

An Environmental and Social Focal Person will also be assigned by the private operator to ensure the environmental and social mitigation measures are being implemented, monitored and reported. The private operator will be bound to comply with ESMF which includes guidance for site specific ESMP/plans/SOPs and hospital waste management plan preparation as per Hospital Waste Management Rules 2005, Hazardous Substance Rules 2003, WB OHS Guidelines, WB health care waste management guidelines.