

**DOW UNIVERSITY OF HEALTH SCIENCES
KARACHI**



**BIDDING DOCUMENTS
FOR THE CONTRACT OF
PRODUCTION AND MARKETING
OF SAFE DRINKING WATER**

Ref. No. DUHS/DP/2022/-185 Dated: 01 June 2022

SECTION - I

EXPRESSION OF INTEREST

CALL FOR PROPOSAL / EXPRESSION OF INTEREST
Reference No. DUHS/DP/2022/-185 Dated: 01 June 2022
For the Production and Marketing of Safe Drinking Water

Dow University of Health Sciences (DUHS), Karachi is a Public Sector University invites the sealed bids for following Services from well-reputed Companies / Bidders available on 'List of Active Tax Payers' of FBR websites (for Income Tax) & SRB (For Sales Tax).

The Dow University of Health Sciences (DUHS) has installed a modern fully automatic 30,000 US GPD Double RO plant for supplying safe drinking water to the population in and around Karachi.

The plant as it stands now caters for the production and distribution of safe drinking water in bottles of different sizes ranging from 0.6 to 19 Litres. The DUHS invites sealed Call for Proposals / Expression of Interest from all the interested Contractors / Firms / Parties / Suppliers / Sole Distributors / Sole Agents meeting the given criteria, for the following contract:

Tender Fee	Rs. 2,000/- (<i>Rupees Two Thousand Only</i>) Non-Refundable in shape of Pay Order / Demand Draft in favor of Dow University of Health Sciences, Karachi.
Bid Security	Rs. 500,000/- (Five hundred thousand only)
Purchasing Date & Time	From the date of publishing to 20 June 2022 (11 a.m to 02 p.m)
Bids Delivery & Opening Date & Time	21 June 2022 at 11:00 a.m & 11:30 a.m.

Details are mentioned in the prescribed tender documents along with terms and conditions, which can be obtained from following address. In case of any unforeseen situation or government holiday resulting in closure of office on the date of opening, bids shall be submitted / opened on next working day at the given time. The Dow University of Health Sciences, Karachi (DUHS) reserves the right to reject any or all the bids subject to the relevant provisions of SPP Rules 2010 (Amended upto date).

Address for Purchasing of bidding documents, submission and opening of bids:

Planning and Development Department, Dow University of Health Sciences (DMC Campus), 5th floor of Administration Building.

Chairman Riva Rival Committee
Dow University of Health Sciences
Karachi

SECTION - II

INSTRUCTION TO BIDDERS AND TERMS AND CONDITIONS OF CONTRACT

INSTRUCTION TO BIDDERS AND TERMS AND CONDITION OF SALE

1. INTRODUCTION

- 1.1 This Section provides instructions to bidders for the contract of Production and marketing of safe drinking water. The DUHS may issue special instruction to bidders and may require additional documents from the bidders.
- 1.2 Currently owning organization has two RO plants. For purpose of easement these are termed as old water plant (OWP) and new water plant (NWP). Capacity of OWP is 30000 gallon per day while capacity of NWP is 45000 pet bottles per day. Old plants have capacity to process 19 liters pack bottles, Pet bottles, and 1.5 & 6 liter bottles, NWP only make pet bottles. NWP is fully automated as compared to OWP which still requires human involvement at the stage of filling of water. Source of water is deep well and no other their alternative source of water is available.

2. COST OF BID

- 2.1. The Bidder shall bear all costs in the preparation and delivery of their bids and the DUHS shall in no case be responsible or liable for such costs, regardless of the outcome of the bidding process.

3. BID DOCUMENTS

- 3.1 A Complete set of Bid Documents shall include:
 - 3.1.1. **Section I –Expression of Interest;**
 - 3.1.2. **Section II –Instruction to Bidders and Terms and conditions of contract;**
 - 3.1.3. **Section III – Description for Contract;**
 - 3.1.4. **Section IV – Prescribed Bidding Forms, including Price Quotation Forms and UNDERTAKING;**
 - 3.1.5. **Amendment and/or Addendum on the original bid documents, if any.**
 - 3.1.6. **Special Instructions, if any.**

4. TIME AND PLACE FOR RECEIPT OF THE BIDS

- 4.1. Sealed bids will be received until **11:00 a.m. of 21 June 2022** at 5th floor at Planning and Development Dow University of Health Sciences (DMC Campus), near civil Hospital, observing subsequent amendment / addendum issued, if any, pertinent thereto at which time all bids shall be opened and read publicly. Submission of bids after the designated time and date shall not be accepted and rejected

5A- ELIGIBLE BIDDER

Marketing / Sale of water bottles through a well-established retail network companies meeting the following eligibility criteria:

1. Bidder should not be blacklisted or suspended by any National / International, including Provincial and Federal Government organization or authority (Undertaking duly notarized on Rs. 100/- Stamp paper to be attached).
2. Bidders having valid Income Tax (FBR) Registration with Active Tax Payer Status on FBR website besides valid Sales Services Tax (SST-SRB) Registration with Active Tax payer status on SRB website (for providing services) and/or valid General Sales Tax (GST-FBR) Registration with Active Tax Payer Status on FBR website (for supply of goods) as the case may be.
3. At least 1 years of proven experience in providing the services of similar nature and complexity (Valid documentary evidence to be attached).
4. Average annual turnover in preceding 3 financial years should not be less than Rs. 20 million (Income Tax Returns / Audit Reports issued by QCR rated Firm for last 3 years must be attached as supporting document)
5. A Bidder may be a natural person, private entity, shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency or any other Party) or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture. In the case of a Joint Venture,
6. All parties to the Joint Venture shall be jointly and severally liable; and
7. The Joint Venture shall nominate a representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the Joint Venture during the bidding process and, in the event the Joint Venture is awarded the Contract, during contract execution.
8. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified.
9. A Bidder participates in more than one bid in this bidding process, either individually or as a partner in a Joint Venture, This will result in the disqualification of all Bids in which it is involved.

5B- SPECIAL CONDITIONS OF CONTRACT

1. The bidder shall depute his staff/human resources for the operation and maintenance of the RO plant and filling system for the production of water.
2. All utilities (water, electricity, etc) will be the responsibility of the successful bidder and all documentations will be shared with the organization on monthly basis.
3. The bidder shall operate and maintain the facility in an optimum manner throughout the contract term and always adopt Good Manufacturing Practices (GMP).
4. The bidder shall provide quality drinking water according to the prescribed drinking water quality standard of PSQCA.
5. Replacement of the filters and consumables, i.e., minerals and cleaning, anticipants, SMBS, and chlorination chemicals, are included in this contract agreement on the part of the bidder.
6. During the operation, repair/ maintenance works will be the responsibility of the bidder through qualified and skilled manpower. If any spare part of the equipment becomes unserviceable, the bidder shall replace it with a new part with the coordination of owning organization.
7. In case of accident, mishap, or any other adverse event, the maintenance of the plant to its existing functional condition will be the responsibility of bidder.
8. The transportation should be maintained and run as per the law of Pakistan, necessary permissions (DUHS Pass, etc.) should be obtained on regular basis.
9. Bidding should start from minimum of 20 million PKR (per annum).
10. Successful Bidder shall use his own brand name for the bulk supply of water and shall not be allowed to use DUHS proprietor rights.
11. The contract will be awarded for a period of two (2) years, extendable on yearly basis as mutually agreed by both parties.

Contact Persons for further information / queries/plant related information:

12. Mr.Muhammad Farooq, [Plant Manager], Cellular No. 0342-3564234, Umer.Farooq@duhs.edu.pk
13. Mr. Faizan Ali, [AAO], Cellular No. 0345-232160, [Faizan.Ali@duhs.edu.pk]

6- BIDS TO BE CONSIDERED

- 6.1 The bidders interested to operate, maintain, distribute and sale of water produced by The Reverse Osmosis (RO) Water Treatment Plant Installed at Ojha Campus DUHS Karachi. The bids are called for contract. The bidder should have expertise in the Production, operation, and sales distribution services of the water treatment plants
- 6.2 The bid, submitted by the parties / companies who have already been declared as Black Listed or whose contract was terminated for dissatisfactory performance in DUHS or Government (Federal / Provincial / Local Body) Institute, will not be considered.
- 6.3 Parties/companies must not be involved in any litigation with the Procuring Agency / Government Department (Provincial/Federal/Local) else their bid will be rejected.
- 6.5 Parties/companies with outstanding obligations with DUHS shall be excluded from the bidding.
- 6.6 Bids submitted without prescribed Bid Security, or bids submitted with materially defective or otherwise unacceptable Bid Security will be rejected outright and returned to the bidder.

7 SUBJECT OF BID

S#	Description
1	PRODUCTION AND MARKETING OF SAFE DRINING WATER

8 PREPARATION OF BIDS

Eligibility Documents:

- 8.1. Bidders shall prepare their bids using the forms specified in this Bidding Documents and submit sealed bid envelopes which shall be contained the eligibility component clause 5A of the bid and financial component of the bid.
- 8.2. Successful bidder shall submit 10 Million Rupees as security deposit in the form of pay order in the favor of Dow University of Health Sciences.

The proposal should be accompanied by a bid security of Rs. 500,000/- (One hundred thousand only) in the form of a pay order drawn in favor of the Dow University of Health Sciences. Bid security will be returned to the unsuccessful bidder within four weeks of the opening of the proposals.

- (i) Original Tender Purchase Receipt;
- (ii) Attested copy of the CNIC;
- (iii) **Affidavit on Stamp Paper of Rs. 100/-** that the firm is **not black listed** by any government / semi government Department;
- (iv) Duly signed Instruction to Bidders and Terms and Conditions.
- (v) UNDERTAKING in the prescribed form.

8.3. Financial Documents:

Price Quotation Form (PQF); Envelope should be securely sealed, signed on the flap and marked as follows:

- (a) Bear the name and address of the Bidder;
- (b) Bear the specific identification Name and Number of this bidding process; and
- (c) Bear the purchaser's name and address;
- (d) If envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

8.4. The Bid Price offered must be basis as described on **Section IV** hereof.

9 BID CURRENCY

9.1. In all bids, prices shall be expressed in written words and figures in Pakistani Rupees including taxes. In case of discrepancies between prices in words and figures, the prices in words shall be considered as the bid price.

10 VALIDITY OF THE PROPOSAL

10.1. A bid will be deemed valid for a of ninety (90) calendar days from the date of bid opening, which shall be stated in the Price Quotation Form (PQF). A bid with a shorter validity period shall not be considered.

10.2. The DUHS may, after the expiration of the validity period of a bid, solicit the bidder's consent for an extension of said validity. The response shall be made in writing or fax or e-mail.

11 CORRIGENDUM / ADDENDUM

11.1. DUHS shall reserve the right to amend, revise or modify the Bid Documents prior to the date of opening of bids. Such amendments, revisions, modifications, or clarifications, if any, will be made through a Corrigendum / Addendum / Addenda, and copies will be furnished to all prospective bidders.

11.2. In consideration of its best interest, DUHS may postpone the opening of bids to a later date. In any such case, the corrigendum / addendum to be issued will include an announcement of the new date for opening of bids.

11.3. Bidders are required to acknowledge receipt of all corrigendum / addenda to the Bid Documents in the space provided on the Letter of Transmittal or by e-mail prior to the opening of bids.

11.4. Failure to acknowledge all corrigendum / addenda may cause the bid to be considered as not responsive to the **Contract Notice**, which could result in the rejection of bid.

BIDDER'S EXCEPTIONS

- 11.5 It is the desire of the DUHS to eliminate or minimize as much as possible post bidding discussions of bidder's clarifications, deviations or exceptions. Therefore, any bidder who desires to make any clarifications, deviations or exceptions on some provisions of the Bid Documents shall communicate such clarifications, deviations or exceptions in writing 5 days prior to opening of bids giving the reasons therefore.
- 11.6 If the clarifications, deviations or exceptions are acceptable to the DUHS, an corrigendum / amendment / addendum will be issued for the general information of all prospective bidders. It shall be the responsibility of all those who have properly secured the Bid Documents to inquire and secure the said addendum that may be issued by the DUHS.

12 BID SECURITY

- 12.1 The proposal should be accompanied by a bid security of Rs. 500,000/- (Five hundred thousand only) in the form of a pay order drawn in favor of the Dow University of Health Sciences. Bid security will be returned to the unsuccessful bidder within four weeks of the opening of the proposals.
- 12.2 A bid submitted without the required Bid Security or with a Bid Security in an amount less than the required amount shall be rejected and will be returned to the bidder.
- 12.3 Upon determination of the highest calculated responsive bidder, the DUHS shall return outright the bid security of the other bidders without interest.

13 SUBMISSION AND OPENING OF BIDS

- 13.1 Bidders or their authorized representatives shall deliver by hand their bid at the date, time and place as set out in **Clause 4** of this Section. After the time set for bid opening, the DUHS Committee will open and read the bids in the presence of the bidders or their authorized representatives.
- 13.2 The **bids shall be opened within one hour of deadline for submission of offer/bid** in presence of the authorized representative(s) of the bidder(s), if they wish to present at the time of opening of bids.
- 13.3 Offers not submitted by the bidder's authorized representatives or received after the time set for bid opening will not be accepted.
- 13.4 In case of the date of opening of tender declared as Public Holiday by the Government of Sindh or Federal Government or non-working day due to any reason, the next official working day shall be deemed to be the date for submission and opening of tenders/bids/offers, accordingly. The time and venue shall remain same.

14 DEFECTIVE BIDS

- 14.1. At the time of opening of bids, a bid shall be considered defective in any of the following cases:
- not properly sealed and signed as required in clause 9 ;
 - not properly marked as required in clause 9 ;
 - not properly filled-up form (e.g. unsigned bids);
 - not accompanied or guaranteed by a Bid Security;
 - with insufficient Bid Security;
 - not accompanied by a duly accomplished Bidder's Inspection Certificate or UNDERTAKING (on Rs. 100/- Stamp Paper);
 - with a validity period less than that required; or
 - Lacking in any of the documents required in clause 9 .
 - In case of increase in the cost of govt taxes, utilities, cost of consumables, or any other relevant cost will be borne by the bidder

15 WITHDRAWAL OF BIDS

- 15.1. A bidder may be allowed to withdraw his Bid before the time of opening of bid. Such bid shall be returned unopened.
- 15.2. After the opening of bids has commenced, no bidder shall be allowed to withdraw his offer.

16 RESERVATION CLAUSE

- 16.1. The DUHS reserves the right to reject any or all bids and to waive any formality found therein and to accept such bids as maybe considered most advantageous to its interest, without any obligation on the part of the DUHS to explain the reasons thereof.

17 EVALUATION AND ACCEPTANCE OF THE BID

- 17.1. **The Bids shall be evaluated on the basis of competitive offers.** Therefore, all bidders are required to offer bids complete in all respect and incomplete documentation will lead to disqualification of the bidder.
- 17.2. The Bidder whose bid is the **HIGHEST**, responsive or complying bid and which is most advantageous to the DUHS shall be declared the Successful Bidder.
- 17.3. DUHS reserves the right to negotiate with 3 highest bidder or all bidders to get the good price of Contract.
- 17.4 The Successful Bidder/Bidders must signify its consent within five (5) days from receipt of the written notice from the DUHS.

18 FAILURE OF BIDDING

18.1. The DUHS shall declare the bidding failure in any of the following cases:

- There is no bidding participant;
- All bidders failed to comply with the prescribed Terms and Conditions of bidding documents;
- Complying bidders failed to meet the minimum bid price.

19 AWARD OF CONTRACT

19.1. Award shall be made to the **HIGHEST COMPLYING** bidder.

19.2. Contract/Notice of Award/Acceptance Letter shall be issued to the successful bidder after approval of the concerned approving authority.

19.3. No transfer and/or assignment of Award/Contract shall be allowed.

19.4. The Award shall be cancelled, rendered ineffective and the Bid Security forfeited in favor of the DUHS if the winning bidder fails to secure, sign or acknowledge the Contract/Notice of Award/Acceptance, within five (5) calendar days after receipt of written advice.

20 PAYMENT

20.1 Successful bidder shall submit 10 Million Rupess as security deposit form of pay order in the favor of Dow University Of Health Sciences after award of contract within seven (07) Working days.

20.2 Successful bidder has to pay the 25% of bid value amount on quarterly basis of total Annual amount. in the form of pay order in the favor of Dow University of Health Sciences throughout the duration of the contract.

20.3 The quarterly payment should be made maximum by the 10th of following month of quarter. In case of failure to pay on time, 15% (p.a) of the due amount will be the surcharged proportionate on per day basis.

20.4 In case of non-payment of two consecutive quarters, the contract will be Terminated and legal formalities will be initiated.

20.5 No other form of payment shall be accepted.

20.6 In case of failure of full payment within the prescribed period, the awardee shall be penalized through cancellation of the award and forfeiture of the bond in favor of DUHS.

21 DISCLAIMER

- 21.1 In case of increase in the cost of Govt Taxes, utilities, cost of consumables, or any other relevant cost will be borne by the bidder.
- 21.2 In case of any problem caused by the quality of water to the general public, the bidder will be responsible for the consequence or legal requirement etc.

Name of Bidder/Business Name

Name and Signature of the Authorized Representative/Date
Signed

Complete Business Address

Mobile No., Telephone No., Fax No.

Email Address

SECTION - III

DESCRIPTION FOR CONTRACT

ANNEX "A"

S#	DESCRIPTION
1	PRODUCTION AND MARKETING OF SAFE DRINKING WATER

SECTION - IV

Prescribed Bidding Forms, including Price Quotation Forms and Undertaking

{Letter head of the Bidder}

PRICE QUOTATION FORM

Date: _____

The Chairman RIVA Revival Committee,
Dow University of Health Sciences Karachi.

Sir:

In response to your **Contract Notice** and in accordance with the stipulations of the Instruction to Bidders (IB) and Terms and Conditions, which I duly signed and submitted as part of my eligibility documents, hereunder is my bid:

S.No	Description	Minimum Bid Price	Bid Offer (in Words & Figures)
1	Production and Marketing of safe Drinking Water.	RS 20,000,000/- Twenty Million Rupees only	

I have Read the terms and conditions of this contract my bid is based on my own estimate. The above offer shall be valid for this contract. Enclosed is the required performance Security in the amount of PKR._____.

Very truly yours,

Name of Bidder/Business Name

Name and Signature of the Authorized Representative/Date Signed

Complete Business Address

Mobile No., Telephone No., Fax No.

Email Address

UNDERTAKING

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. Select one, delete the other:

If a sole proprietorship: I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

If a partnership, corporation, cooperative, or joint venture: I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. Select one, delete the other:

If a sole proprietorship: As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Agency], as shown in the attached duly notarized Special Power of Attorney;

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Agency], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the any Government (Federal / Provincial / Local) organization;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring or its duly authorized representative(s) to verify all the documents submitted;
6. [Name of Bidder] did not give or pay directly or indirectly, any commission,

amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official personnel or representative of the government in relation to any procurement project or activity.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____,
2022 at Karachi – Pakistan.

Bidder's Representative/Authorized
Signatory

ATTESTED BY NOTARY PUBLIC