

Request for Proposal (RFP)

For Provision of Operations of Pharmaceutical Industrial Unit at University of Sargodha.

Issued to M/S	
Issued By Chairman, EOI Committee	

Disclaimer

- i. Any information contained in this Request for Proposal document (the "RFP") or subsequently provided to the Bidder, whether verbally, documentary or in any other form by University of Sargodha or any of its employees or advisors on its behalf, is solely for the purpose of participating in the Bid Process against the EOI advertised by University of Sargodha, on the terms and conditions set out in this RFP and such other terms and conditions as mutually agreed after successful negotiations with the qualifying Bidder(s).
- ii. This RFP is not an agreement and is neither an offer nor invitation by University of Sargodha to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful for them in making their technical and financial offers (Bids) pursuant to this RFP.
- iii. This RFP includes statements, which reflect various assumptions and assessments arrived at by University of Sargodha in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder (the "Partner") may require. This RFP may not be appropriate for all persons, and it is not possible for University of Sargodha, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
- iv. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. University of Sargodha accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- v. University of Sargodha, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.
- vi. University of Sargodha also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- vii. University of Sargodha may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
- viii. The issue of this RFP does not imply that University of Sargodha is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and University of Sargodha reserves the right to reject all the Bids without assigning any reason.
- ix. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by University of Sargodha or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and University of Sargodha shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

1. INTRODUCTION

1.1 Background

- 1.1.1 The University of Sargodha intends to offer the opportunity for the provision of the operation and running of the Pharmaceutical Industrial Unit (PIU) on commercial basis as a Joint Venture. For this purpose, the University has solicited EOIs from interested parties/bidders for the revival/renewal of licensing from Drug Regulatory Authority of Pakistan (DRAP), operations and maintenance of the Pharmaceutical Industrial Unit (PIU) and the sale, marketing, etc. of the Products produced by the Pharmaceutical Industrial Unit (PIU).
- 1.1.2 University of Sargodha has opted for this Project Joint Venture, Policy and Guidelines, etc. notified by Government of the Punjab, Law and Parliamentary Affairs Department (Notification No. 153 of 2020) vide SO(H-II)3-6/2020 Dated 21-10-2020 (amended from time to time) whereby the project proponents of the Joint Venture undertake the all responsibilities as per the signed off MOU and The Agreement for the given facility and its operation and maintenance thereof. The project proponents will operate the facility over initially fixed term (will be mutually agreed and The Agreement will be made as such) during which it is allowed to charge facility users appropriate tolls, fees rentals and charges not exceeding as those proposed in its bid or as negotiated and incorporated in The Agreement to enable the project proponents to recover its investment and operating and maintaining expenses in the project. The project proponents transfer the facility to the University at the end of the fixed term.
- 1.1.3 The qualified Bidder (the "**Partner**"), undertakes to incorporate as such prior to execution of The Agreement that it shall be responsible for revival/renewal of licensing from DRAP, designing, engineering, construction/amendment, etc. if required, at its own expenses, of the constructed PIU, financing, procurement, operations, maintenance of the PIU and sales, marketing, etc. of the Products under and in accordance with the provisions of the term as defined in The Agreement.
- 1.1.4 A c c o r d i n g l y, University issues this Request for Proposals (RFP) inviting interested local/foreign firms/companies to submit proposals for revival/renewal of licensing from DRAP, designing, engineering, construction/amendment, etc. of the constructed PIU (as and when required), financing, procurement, operations, maintenance of the PIU and sale/marketing, etc. of the Products as detailed in Clause 1.2 of this RFP on Joint Venture basis.
- 1.1.5 The statements and explanations contained in this **Request for Proposal** (the "**RFP**") are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Bidder (Partner) or the University's rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the University.
- 1.1.6 The scope of work broadly includes the operations of the Pharmaceutical Industrial Unit (PIU), Main Campus, University of Sargodha and may include revival and/or renewal and/or altogether having Bidder's own license and/or new licensing as and what and when required from DRAP, designing, engineering, construction/amendment of the constructed PIU, financing, procurement, operations, maintenance of the PIU and sale/marketing of the Products. It should be must for the Bidder to obtain all the required licenses for production of any product to be produced from the Pharmaceutical Industrial Unit (PIU). University of Sargodha shall not take any responsibility, in one way or the other, to obtain any desired license for production of any product to be produced from the Pharmaceutical Industrial Unit (PIU).
- 1.1.7 The University shall receive Bids pursuant to this RFP in accordance with the terms set forth in this

RFP and other documents to be provided by the University pursuant to this RFP, as modified, altered, amended and clarified from time to time by the University (collectively the "Bidding Documents"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified for submission of Bids (the "Bid Due Date").

1.2 Salient Features of the Project

- 1.2.1 The Pharmaceutical Industrial Unit (PIU) was constructed for the training purpose of the students of Doctor of Pharmacy (Pharm-D) program. Later on, the PIU was renovated/amended as per the specifications and requirements of the DRAP for commercial purposes.
- 1.2.2 There are three basic departments/sections of this PIU which are well designed and equipped for the smooth manufacturing and operations of the medicines/products
 - a. Stores

PIU has three stores. First one is the raw material store which is further divided in two sections, i.e. active pharmaceutical ingredients section and inactive pharmaceutical ingredients/excipients section. Second one is the packing materials store. Third one is the finished goods store.

b. Quality Control (QC) & Quality Assurance (QA) department

QC department has sophisticated instruments for the analysis of raw materials and different dosage forms both, at an in-process stage, and as well as, in finished form/stage. QA department works on the improvement of different manufacturing processes of dosage forms and the required documentation to improve the quality of the products. Besides this, a separated designated sub-section/area has been constructed as a Microbiological Laboratory for the determination of the antimicrobial activities.

c. Production department

The production department is further divided into four well-equipped and furnished sections, i.e. Tablets section, Capsules section, Oral dry powder suspensions section, and Oral liquid section. These sections are furnished with all the necessary machinery, instruments and apparatus required for the smooth, efficient, and quality manufacturing of tablets, capsules, oral dry powder suspensions, and oral liquids, etc. The packing section has the facility of packing the above-mentioned dosage forms in primary as well as in secondary packing.

- 1.2.3 The PIU has a reverse osmosis (RO) plant to fulfill the requirement of the manufacturing of dosage forms, tablets and especially for oral liquid section.
- 1.2.4 The PIU also has the Heating, Ventilation, and Air-conditioning (HVAC) systems in Tablets, Capsules, Oral dry powder suspension, and Oral liquids sections.
- 1.2.5 In case of electricity interruption, the PIU has a generator to fulfill the electricity requirements of the manufacturing facility.

1.2.6 The basic details on which the project is to be developed consist of the following:

Assets of Pharmaceutical Industrial Unit, University of Sargodha:

1. <u>TABLET SECTION</u>

Sr. No.	Name of Machine	Qty.	Capacity
1	Z – Mixer	1	50 kg
2	Double Cone Mixer	1	50 kg
3	Granulator	1	50 kg
4	Wet Granulator	1	50 kg
5	Tray Dryer	1	40 Trays
6	ZP – 17 Rotary Machine	1	300000 Tab/8 hrs
7	ZP – 19 Rotary Machine	1	400000 Tab/8hrs
8	Coating Pan	1	50 kg
9	High Shear Mixer	2	3000 RPM
10	Auto Coater	1	50 kg
11	Polishing Pan	1	50 kg
12	Polishing Pan	1	25 kg
13	Fluidized Bed Dryer	1	50 kg
14	Fitz Mill	1	-
15	Blistering Machine	1	100 Blisters/min
16	Silverson Mixer	1	100 kg
17	Top Loading Balance	1	35 kg
18	Top Loading Balance (Packing Hall)	1	300 g
19	Top Loading Balance (Compression I)	1	300 g
20	Top Loading Balance (Compression II)	1	300 g
21	Top Loading Balance (Coating Section)	1	300 g
22	Top Loading Balance (Blister Machine)	1	300 g
23	Dispensing Trolley	2	-
24	Blister Basket with Lid	5	-
25	Packaging Belt	1	-
26	Paste Manufacturing Kettle	1	50 liter
27	Coating Sol. Prep. Vessel	1	50 liter
28	Coating Sol. Vessel with Stirrer	1	25 liter
29	HVAC (Coating Area)	1	5 ton
30	HVAC (Compression Area)	1	7 ton
31	HVAC (Granulation Area)	1	5 ton

32 Air Conditioner (Packing Hall)	1	2 ton
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2. <u>CAPSULE SECTION (GENERAL)</u>

Sr. No.	Name of Machine	Qty.	Capacity
1	Double Cone Mixer	1	25 kg
2	Semi-Automatic Capsule Filling & Sealing Machine	1	28000 Cap /8 Hrs
3	De-Duster	1	-
4	Capsule Polisher	1	-
5	Top Loading Balance	1	35 kg
6	Top Loading Balance (Encapsulation Room)	1	300 g
7	Dispensing Trolley	1	-
8	S.S Scoops	2	01 kg
9	S.S Scoops	1	500 gm
10	Tool Cabinet		-
11	HVAC	1	6 Ton

3. <u>DRY SUSPENSION SECTION (GENERAL)</u>

Sr. No.	Name of Machine	Qty.	Capacity
1	Double Cone Mixer (100 kg)	1	100 kg
2	Semi Automatic Dry Suspension Filling Machine	1	6000 Bottles/ 8 hrs
3	Cap Sealing Machine	1	50/min
4	Bottle Blowing Machine	1	2 Nozzles
5	Top Loading Balance (Bottle Filling Room)	1	300 g
6	Top Loading Balance	1	35 kg
7	Dispensing Trolley	1	-
8	Packaging Belt	1	-
9	Dehumidifier	1	3 Ton
9	S.S Scoops	2	01 kg
10	S.S Scoops	2	500 gm
11	HVAC	1	10 Ton
12	Air Conditioner (Packing Hall)	1	2 Ton

4. <u>LIQUID SYRUP SECTION (GENERAL)</u>

Sr. No.	Name of Machine	Qty.	Capacity
1	Manufacturing Tank	1	1000 Liter
2	Filtration Unit	1	-
3	Transfer Pump	1	-

4	Stainless Steel Storage Tank	2	1000 Liter
5	Stainless Steel Storage Tank	2	500 Liter
6	Stainless Steel Storage Tank (For Filling)	2	200 Liter
7	Top Loading Balance	1	35 kg
8	Top Loading Balance	1	300 g
9	Automatic Liquid Filling & Sealing Machine	1	4 Nozzles
10	Bottle Blowing Machine(4 nozzles)	1	9000 bottle/8hrs
11	Dispensing Trolley	1	-
12	Tool Cabinet	1	-
13	S.S Scoops	2	01 kg
14	S.S Scoops	1	500 g
15	Packaging Belt	1	-
16	HVAC	1	10 Ton

5. <u>IN PROCESS LAB</u>

Sr. No.	Name of Machine	Qty.	Capacity
1	Disintegration Apparatus	1	2 Basket
2	Hardness Tester (Digital)	1	-
3	Friabilator (Digital)	1	-
4	Top Loading Balance	1	300 g
5	Vernier Calliper (Digital)	1	-
6	Vaccum Dessicator(Leakage Test Apparatus)	1	-
7	Air Conditioner	1	2 Ton

6. QUALITY CONTROL LAB

Sr. No.	Name of Equipment	Qty.	Capacity
1	Amometer	1	-
2	Analytical Balance	1	0.0001 to 300 gm
3	Centrifuge Machine	1	6 Tubes. 6000 RPM
4	Conductivity Meter	1	-
5	Desiccator	1	10 Liter
6	Digital hot plate with stirrer	1	-
7	Dis-integration Apparatus	1	2 Basket
8	Dissolution Test Apparatus	1	7 Basket
9	Fuming Hood	1	
10	Friabilator	1	Double Drum
11	HPLC (Shimadzu)	1	-
12	Karl Fischer Apparatus (Digital)	1	-

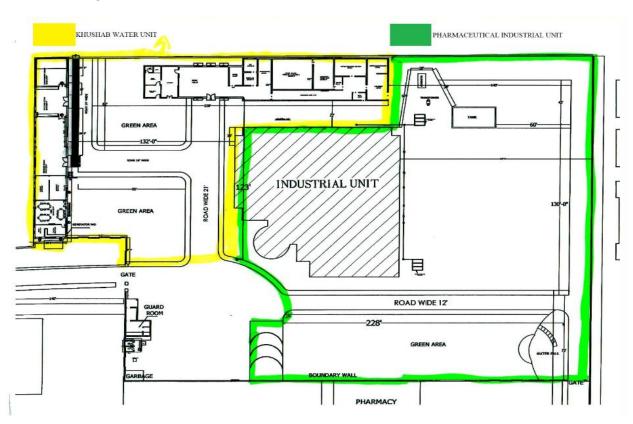
13	Melting point Apparatus (Digital)	1	-
14	Moisture Analyzer Balance	1	0.001 gm to 300 gm
15	PH Meter	1	-
16	Polarimeter	1	-
17	Refrectometer	1	-
18	Screw Gauge	1	-
19	Stability Chamber	1	200 L
20	Hardness Tester (Digital)	1	-
21	TDS Meter	1	-
22	Top loading Balance	1	300 g
23	Top loading Balance	1	220 g
24	UV Spectrophotometer (Shimadzu)	1	-
25	Viscometer (Digital)	1	-
26	Water Bath (Digital)	1	6 Holes
27	Water Distillation Unit	1	4L/hr
28	Rotary Evaporator	1	-
29	Glass Filtration Assembly with Vacuum Pump	1	-
30	Mechanical Shaker	1	9 Flasks
31	Air Conditioner	4	2 Ton Each

7. <u>MICROBIOLOGY LAB</u>

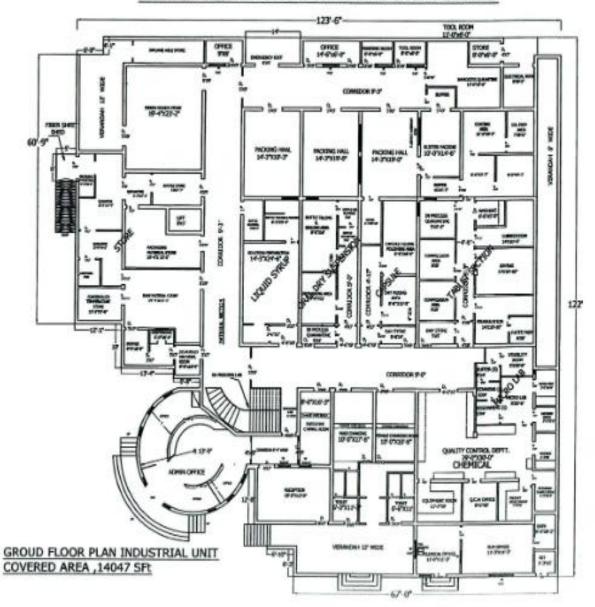
Sr. No.	Name of Equipment	Qty.	Capacity
1	Auto Clave	1	60 L
2	Auto Clave	1	100 L
3	Cool Incubator	1	30 L
4	Digital hot plate with stirrer	1	-
5	Hot Incubator	1	35 L
6	Laminar Air Flow Hood	1	-
7	Oven	1	53 L
8	Particle Counter (Digital)	1	-
9	Top loading Balance	1	300 g
10	Glass Filtration Assembly with Vacuum Pump	1	-
11	Microscope (Binocular)	1	-
12	Air Conditioner	2	2 Ton Each
13	Hot Incubator	1	50 liter
14	Heavy Duty Racks	27	-
15	Top Loading Balance	1	150 kg
16	Top Loading Balance	1	300 g

17	Laminar Air Flow Hood	2	-
18	Top Loading Balance	1	2 kg
19	Refrigerator	1	35 Liter
20	Racks	3	-
21	SS Scoops	2	250 g
22	SS Scoops	3	500 g
23	SS Scoops	3	01 kg
24	SS Spoons	3	25 mL
25	Pallets	60	-
26	Tool Cabinet	1	-
27	Air Conditioner (RMS)	2	2 Ton (each)
28	Air Conditioner (PMS)	1	2 Ton
29	Air Conditioner (FGS)	2	2 Ton (each)
30	Air Conditioner (Controlled Temp Room)	1	2 Ton
31	Air Conditioner (Sampling Room)	1	1.5 Ton
32	Air Conditioner (Dispensing Room)	1	2 Ton

1.2.7 Drawings of Pharmaceutical Industrial Unit:



UOS PHARMACEUTICAL LABORATORIES



1.2.8 Responsibilities of the Bidder (the "Partner")

- i. The Bidder (the "**Partner**") manages, operates and maintains the Pharmaceutical Industrial Unit to the best of its ability and in accordance with all prevalent laws and regulations and as per The Agreement.
- ii. The Bidder shall be responsible for the maintenance of the building, equipment, laboratories, overall infrastructure, adjacent lawns, entries, exits, stairs, elevators, peripheral areas, etc. which includes, but not limited to, daily removal of debris and garbage from these areas, installation/replacement of electrical and plumbing fixtures, repairs & maintenance, etc. of all equipment, machineries, gadgets, fixtures etc. as and when needed.
- iii. The Bidder shall make available such suitable facilities and services as may be reasonably required for the efficient operation and maintenance of the facility. Such facilities and services shall include but not limited to the provision of necessary trained staff, service staff/personnel and other facilities may be required, time to time, as per The Agreement.
- iv. The Bidder shall also provide and run, at its own expense, all equipment, staff, etc., including but not limited to solar, generator, its fuel, UPS etc. necessary for the proper and efficient operation of the facility.
- v. During the Joint Venture period as per The Agreement, The Bidder shall, from time to time, meet University of Sargodha to discuss and to agree guidelines for the successful operation of the facility and following such agreements. The Bidder shall operate the facility within such guidelines.
- vi. The Bidder shall operate the facility in accordance with all environmental and other Government of the Punjab, National and local laws, etc. whichever is applicable as and where and regulations in force and shall comply with any changes in such laws and regulations and with any new laws and regulations subject to any change, time to time.
- vii. The Bidder shall be required to maintain high standards of services made available at the facility. The quality of equipment, service and production and delivery of agreed products delivered by the facility shall be checked as and when required by University of Sargodha.
- viii. The Bidder shall be required to maintain high standards of sanitation and shall be responsible for routine cleaning and housekeeping in the facility and for waste collection and disposal, etc.
- ix. The Bidder shall be responsible for the operation of all equipment, machineries, gadgets etc. placed and/or installed in the facility.
- x. The Bidder is required to have the on-site supervision/periodical inspection of all the equipment and services being provided at the facility jointly with University of Sargodha.
- xi. The Bidder shall notify with reasonable promptness, of any un-usual condition which may develop in the operation of the facility or to the facility as such, but not limited to, fire, breakage, etc. and will be responsible, in all respects, whatsoever, for its resolution, with full responsibility and with full capacity as and what required. University of Sargodha shall not take any responsibility, of any type, regarding all the activities related to the operations of the facility.

1.2.9 Revenue Base

The all types of revenue generated, in one way or the other, from the facility will be divided between The Bidder and University of Sargodha as per the Agreement of the Joint Venture.

1.3 BIDDING PROCESS

1.3.1 Brief Description of the Bidding Process

As per Joint Venture, Policy and Guidelines, etc. notified by Government of the Punjab, Law and Parliamentary Affairs Department (Notification No. 153 of 2020) vide SO(H-II)3-6/2020 Dated 21-10-2020 (amended from time to time); the Two-Stage Two Envelope Bidding Process shall be followed for the finalization of the successful Bidder.

1.3.1.1 Technical Proposal

As per Appendix III (a)

1.3.1.2 Financial Proposal:

As per Appendix III (b)

1.3.1.3 A Bidder is required to deposit, along with its Bid, a bid security of Rs.100, 000/- (Rupees one hundred Thousand Only) (the "**Bid Security**"), refundable not later than 60 (sixty) days from the Bid Due Date, except in the case of the Qualified Bidder whose Bid Security shall be retained till it has provided a Performance Guarantee under The Agreement. The Bidders will have an option to provide Bid Security in the form of demand draft acceptable to the Employer, and in such event, the validity period of the demand draft, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Employer and the Bidder from time to time. The Bid shall be rejected if it is not accompanied by the Bid Security.

1.3.2 Qualifying Criteria.

- 1.3.2.1 In the first instance, the bidders shall submit, according to the required specifications, a technical proposal without quoting price.
- 1.3.2.2 The technical proposal shall be evaluated in accordance with the specified evaluation criteria and may be discussed with the bidders regarding any deficiencies and unsatisfactory technical features.
- 1.3.2.3 After such discussion, all the bidders shall be permitted to revise their respective technical proposals to meet the requirements of University of Sargodha.
- 1.3.2.4 The procuring agency may revise or modify any aspect of the technical requirements of evaluation criteria or it may add new requirements or criterion inconsistent with these rules but any revisions or modifications shall be communicated to all the bidders at the time of invitation to submit final bids and sufficient time shall be allowed to the bidders to prepare their revised bids but such time shall not be less than fifteen days in the case of national competitive bidding and thirty days in case of international competitive bidding.
- 1.3.2.5 The bidders unwilling to confirm their respective bids to the procuring agency's technical requirement may withdraw from the bidding without forfeiture of their bid security.

2. INSTRUCTIONS TO THE BIDDERS

A. GENERAL

- 2.1 General Terms of Bidding
- 2.2 No Bidder shall submit more than one Bid for the Project.
- 2.3 Bidders are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting feasibility along their Bids.
- 2.4 The Bid should be furnished in the format at Appendix-I and signed by the Bidder's authorized signatory.
- 2.5 The Bidder shall deposit a Bid Security of Rs. 100,000/- (Rupees one hundred thousand only) in favor of the Treasurer, University of Sargodha, Sargodha in the form of Demand Draft.
- 2.6 This RFP is not transferable.

2.2 Verification and Disqualification

2.2.1 The Employer reserves the right to verify all statements, information and documents submitted by the Bidder in response to this RFP or the Bidding Documents and the Bidder shall, when so required by the Employer, make available all such information, evidence and documents as may be necessary for such verification

B. DOCUMENTS

2.3 Contents of the RFP

2.3.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below.

Invitation for	Bids	Apper	ndices
Section 1. Section 2. Section 3.	Introduction Instructions to Bidders Bidding Process Section	I.	Letter and forms comprising the Bid
Section 4. Section 5.	Evaluation of Bids	II.	Letter and Forms of Financial Bid
section 3.	Fraud and Corrupt Practices	III.	Evaluation Criteria of Technical and Financial Bid

2.4 Clarifications

2.4.1 Bidders requiring any clarification on the RFP may notify the University in writing. The University shall endeavor to respond to the queries. The University will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

- 2.4.2 The University shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the University reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the University to respond to any question or to any query.
- 2.4.3 The Bidder shall have following responsibilities in the Agreement
 - (a) The Bidder shall be responsible to pay all utility bills such as Telephone, Electricity, Gas, Water & Sewerage, etc. or any other tax levied by the Government, from time to time, as per prevailing taxation policy and Laws.
 - (b) The Bidder shall maintain the facility/PIU in good condition, maintaining high standard and prudent practices, including periodic maintenance, repairs, refurbishment and replacement of furniture/equipment, etc. necessary for efficient operation of the facility. Failure to do so in the opinion of the University will invoke notice to Bidder (Partner) and if not rectified within reasonable time, the University may carry out the required work and its cost to be borne by the Bidder (Partner).
 - (c) The Bidder (partner) shall arrange telephone, generator etc. or any other utility, as needed without any financial implication on the University.

C. PREPARATION AND SUBMISSION OF BIDS

3.1 Format and Signing of Bid

- 3.1.2 The Bidder shall provide all the information sought under this RFP. The University will evaluate only those Bids that are received in the required formats and complete in all respects.
- 3.1.3 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.
- 3.1.4 Each envelope shall be addressed to:

The Secretary, EOI & RFP Committee, Directorate of Planning & Development, University of Sargodha, Sargodha.

3.1.5 Bid Due Date

3.1.5.1 Bids should be submitted before 1400 hours PST on the Bid Due Date, i.e., the 22nd of May, 2025.

3.1.6 Validity of Bids

3.1.6.1 The Bids shall be valid for a period of not less than 180 (one hundred and Eighty) days from the Bid opening date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Employer.

4. EVALUATION OF BIDS

4.1 Opening and Evaluation of Bids

The process of opening and evaluation of bids shall be made as per Joint Venture, Policy and Guidelines, etc. notified by Government of the Punjab, Law and Parliamentary Affairs Department (Notification No. 153 of 2020) vide SO(H-II)3-6/2020 Dated 21-10-2020 (amended from time to time); the Two-Stage Two Envelope Bidding Process.

5. FRAUD AND CORRUPT PRACTICES

- 5.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the University may reject a Bid, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the University shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as damages, without prejudice to any other right or remedy that may be available to the University under the Bidding documents and/or the Agreement, or otherwise.
- 5.2 Without prejudice to the rights of the University under Clause 5.1 hereinabove and the rights and remedies which the University may have under the LOA or the Agreement, or otherwise if a Bidder is found to have directly or indirectly or through an agent, engaged or indulged in any such practice as precisely defined in Clause 5.3 hereunder, during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the during a period of 2 (two) years from the date such Bidder is found to have engaged or indulged in such practice.
- 5.3 For the purposes of this Clause 5, the following terms shall have the meaning hereinafter respectively assigned to them:
 - (a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process; or (ii) save and except as permitted under this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical advisor of the Employer in relation to any matter concerning the Project;
 - (b) **"Fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - (c) "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
 - (d) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Employer with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
 - (e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

APPENDICES

APPENDIX-I

I-(a) LETTER COMPRISING THE BID

Date:	 	

The Chairman, EOI and RFP Committee, University of Sargodha, Sargodha

Subject: <u>EOI for the "Provision of Operations of the Pharmaceutical Industrial Unit</u>

at University of Sargodha on Commercial Basis as per Joint Venture Model

at Main Campus, University of Sargodha".

Dear Sir,

With reference to your advertisement for seeking Expression of Interest (EOI) for the subject cited Project, I/we, having examined the Request for Proposal (RFP) document including terms and conditions of bidding and having understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional.

- 2. I /We acknowledge that the Employer will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Partner for the aforesaid Project, and we certify that all information provided therein is true and correct: nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
- 3. I/We shall make available to the Employer any additional information it may find necessary or require to supplement or authenticate the Bid.
- 4. I/We acknowledge the right of the Employer to reject our Bid without assigning any reasons or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- 5. I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Employer or a judicial pronouncement or arbitration award, nor been expelled from any project of contract by any public organization nor have had any contract terminated by any public organization for breach on our part.
- 6. I/We agree and undertake to abide by all the terms and conditions of the RFP document.
- 7. I/We hereby declare that:
 - (a) I/We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Employer.
 - (b) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 5.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Employer or any other public sector enterprise or any government.
 - (c) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 5 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice

I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any

Bid that you may receive not to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.

- 8. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Employer which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 9. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
- 11. The Joint Venture Period for the Project has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, our own estimates of cost and users of the facility and after a careful assessment of all the conditions that may affect the Project cost and implementation of the Project.
- 12. I/We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid opening date specified in the RFP.

In witness thereof I/We submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully

Date: (Signature, Name and Designation of the Employer Signatory)

Place: Name and seal of Bidders/Lead Member

I-(b) FORM OF CORPORATE PROFILE

1. General Information	
1.1 Name:	
1.2 Registered Office Address:	
1.3 Authorized Representative	
1.4 Telephone:	
Fax: Email.	
2.Type of Organization	
Single Proprietorship	
Partnership	
Corporation	
Joint Venture (Specify partners)	
Attach additional sheets for each Joint Vent	ures partner]
Other (Specify)	
Date of Incorporation	
[Attach Articles of Incorporation]	

3. Technical and Managerial Experience

- 3.1 Summary of Firm's Experience
- a) In Pharmaceutical Industry.
- b) In managing and operating Pharmaceutical Industry and/or Pharmaceutical Industry related businesses.
- c) Existing working and operations.
- 3.2 Listing of on-going relevant projects (Indicate Dates and Scope)
- a) Main projects in Pharmaceutical Industry and/or Pharmaceutical Industry related businesses.
- c) Main projects for managing/operations of Pharmaceutical and/or Pharmaceutical Industry related businesses.
- d) Other relevant projects if any.
- 3.3 Financing arrangement for this project (please specify amounts in PKR Millions)
- a) Financing from own resources.
- b) Financing own plus lenders.
- c) Financing own plus market viz. financing firms, persons etc.

I-(c) DETAILS OF ONGOING AND COMPLETED PROJECTS

Use a separate sheet for each contract.

1.	Name of Project		
	Country		
2.	Name of Employer		
3.	Employer Address		
4.	Nature of works and special features relevant to the contract for which the Applicant wishes to prequalify		
5.	Contract Role (Tick One)		
	(a) Sole Contractor (b) Sub- Contractor (c) Partner in a Joint Venture		
6.	Value of the total contract (in PKR) at completion, or at date of award for current contract		
	PKR		
7.	Date of Award		
8.	Date of Completion		
9.	Contract Duration (Years and Months)		
	YearsMonths		
10.	Specified Requirements		

I-(d) BANKING INFORMATION

Bidders, including each partner of a joint venture, should provide financial information to demonstrate that they meet the requirements stated in the Instructions to Bidders. Each partner of a joint venture must fill-in this form. If necessary, use separate sheets to provide complete banker information. A copy of the balance sheet be attached.

	Name of bank		
	Address of bank		
Banker 1	Contact person and title		
	Telephone:	Cell:	Fax & Email
	Bank Statement	For the last 03 years	
	Name of bank		
	Address of bank		
Banker 2	Contact person and title		
	Telephone:	Cell:	Fax & Email
	Bank Statement	For the last 03 years	
	Name of bank		
	Address of banker		
Banker 3	Contact person and title		
	Telephone:	Cell:	Fax & Email
	Bank Statement	For the last 03 years	

I-(e) FINANCIAL CAPABILITY

All individual firms and all partners of a joint venture are requested to complete the information in this form. The information supplied should be the annual turnover of the Bidder/Applicant (or each member of a joint venture), in terms of the amounts billed to clients for each year for work in progress or completed over the past three years. Use a separate sheet for each partner of a joint venture.

Annual Turnover

Year	Turnover (in actual currency)	Equivalent Rupees in Millions.
1.		
2.		
3.		

Note: Please include available banking credit line and working capital.

APPENDIX-II

II-(a) FORWARDING LETTER OF FINANCIAL BID

[Location, Date]

Chairman, EOI & RFP Committee, University of Sargodha, Sargodha.

Dear Sir,

I/We, the undersigned, hereby submit our Financial Bid for the Operations of Pharmaceutical Industrial Unit as a Joint Venture with University of Sargodha in accordance with your EOI and Request for Proposal.

- 2. Our Financial Bids/Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the Bid validity period.
- 3. I/We understand that you are not bound to accept any Bid/Proposal you receive.

Yours sincerely,

[Authorized signature(s)]
Name and Title of Signatory
Name of Firm
Address

II-(b) FORM OF FINANCIAL BID

[All costs to be entered in Pak Rs. million]

TOTAL PROJECT COST	
Capital Investment for the Joint Venture for Operating the Facility	
Staff Recruitment	
Salaries of the Present Staff	
Equipment	
Furnishing	
Miscellaneous	
Total Annual Revenue Expected	
Total Annual Operational Expense	
JOINT VENTURE PERIOD OFFERED IN	
THIS BID	
TOTAL EXPECTED REVENUE EARNED	
DURING JOINT VENTURE PERIOD	
TOTAL EXPECTED OPERATIONAL EXPENSE	
DURING JOINT VENTURE PERIOD	

II-(c) BUSINESS PLAN FOR THE CONCESSION PERIOD:

[Please attach a detailed and proper Business Plan with your Financial Proposal.]

APPENDIX-III III (a) EVALUATION CRITERIA FOR TECHNICAL BID

S. No.	CRITERIA	Minimum Experience in Years
1	Experience of the firm/Key Personnel: - Experience of various works related to Pharmaceutical Sector - Experience related to operation Pharmaceutical Industry and/or Pharmaceutical Industry related businesses and/or similar business	05 Years 05 Years
2	Overall Business Plan & Services Proposal: Overall Management Plan Business Plan Details & Compatibility Proposed Equipment, if any Medical Services Facilities Proposed Pricing Strategy Additional Services	
3	Overall Operational & Maintenance Proposal: - Operational Plan - Medical Standards and Quality Control - Medical Staff Recruitment and Standards - House-keeping and Maintenance Proposal	
4	Financial Stability: - Annual Turnover - Financial worthiness Certificate etc.	Last 03 Years
5	Financing Arrangements: - Means of Funding for Initial Investments - Funding Potential for Operating Expenses	
6	Income Tax ReturnSales Tax Return	Last 03 Years Last 03 Years

III (B) EVALUATION CRITERIA FOR FINANCIAL BID

S No.	Details	Status/ Remarks
01	Investment Plan for completion and operation of the	Amount in RS (million)
	Pharmaceutical Industrial Unit (PIU)	
02	Break Even Period	In Years