

COMSATS University Islamabad
Sahiwal Campus

TENDER DOCUMENTS

For

**Procurement of Split Wall Mounted DC Inverter Heat and Cool
Air Conditioners for CUI Sahiwal Campus**

(Single Stage Two Envelop Procedure)

Submission and Opening Date for Tender:

March 18, 2022 (Friday)

Submission Time for Technical and Financial Proposals: 1100 hours

Opening Time (only Technical Proposals): 1130 hours

Tender Issued to M/s_____

March 2022



Purchase and Store Department

COMSATS Road, Off G.T.Road, Sahiwal

Tel: 040-4305666-Ext-128 & 186

Web: <https://www.sahiwal.comsats.edu.pk/Tenders.aspx>

Signature & Stamp of Bidder



COMSATS University Sahiwal Campus
Purchase and Store Department
COMSATS Road, Off G.T.Road, Sahiwal
Tel: 040-4305666-Ext-128-186 Web: www.sahiwal.comsats.edu.pk

Invitation to Bid
(Tender No. CUI/SWL/Procurement/FY 21-22/144)

Procurement of Air Conditioners for CUI Sahiwal Campus

1. COMSATS University Islamabad, Sahiwal Campus, a public sector organization invites sealed bids from the **OEM/Authorized Distributors** registered with income and sales tax departments and who are on active taxpayers list (ATL) of FBR for the work titled “Procurement of Split Wall Mounted DC Inverter Heat and Cool Air Conditioners for CUI Sahiwal Campus”.
2. The procedure of open competitive bidding is **Single Stage-Two Envelope**.
3. Bidding documents, which are containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification/rejection of bids, performance guarantee etc. are available for the interested bidders at “Purchase and Store Department, COMSATS Road, Off G.T.Road, Sahiwal”. The non-refundable fee of bidding document is Rs. **Rs. 1,000 (One Thousand Rupees Only)** in shape of pay order/Demand Draft in favor of CUI, Sahiwal. Attach tender document fee with Technical Proposals.
4. The bidders are required to furnish in the form of Bank deposit / CDR / Pay order equivalent to 2% of the total bid price (refundable) as a Bid Security in favor of “COMSATS University Islamabad, Sahiwal Campus”. Any bid which is not accompanied along with bid security shall be rejected by the CUI, Sahiwal as non-responsive and without any right of appeal. Attach Earnest money with Financial Proposals.
5. **The Technical and Financial Proposals**, prepared in accordance with the instructions in the bidding documents, must reach Purchase and Store department, COMSATS Road, Off G.T.Road, Sahiwal on or before **1100 hours on March 18, 2022 (Friday)**. Bids will be opened at **1130 hours** on the same day, in the presence of bidder’s representatives who choose to attend at the same address. This advertisement is also available on the PPRA website at www.ppra.org.pk and on the Campus Website at <http://sahiwal.comsats.edu.pk/Procurement/Tenders.aspx>

Muhammad Umar Irshad

Signature & Stamp of Bidder

TERMS AND CONDITIONS OF THE TENDER

1. **Eligible Bidders.** - Bidding is open to all firms and persons meeting the following requirements:
 - a) Registered with Income and Sales Tax Departments, Government of Pakistan
 - b) and who are on Active Taxpayers List (ATL) of Federal Board of Revenue (FBR), Government of Pakistan.

2. **Tender Document Fee (Non-Refundable).** - Bidding documents along with Pay Order / Demand Draft amounting to **Rs. 1,000/-** as a tender documents fee (Non-Refundable) shall be submitted in favor of COMSATS University Islamabad, Sahiwal Campus to the address given below. No bid will be accepted without the tender documents' fee. Attach Tender document fee with the Technical Proposals.

3. **Bid Security (Refundable).** - The bidder is required to furnish in the form of Deposit at Call (CDR) or a Bank Guarantee issued by a Scheduled Bank in Pakistan equivalent to 2% of the total bid price as a Bid Security in favor of "COMSATS University Islamabad, Sahiwal Campus". Any bid not accompanied by acceptable bid security shall be rejected by the Employer as non-responsive and without any right of appeal. Attach Bid Security with the Financial Proposals.
 - a. The bid securities of unsuccessful bidders will be returned upon award of contract/Issuance of Purchase Order to the successful bidder or expiry of the validity of Bid Security whichever is earlier.

 - b. The Bid Security may be forfeited:
 - i. If a bidder withdraws his bid during the period of bid validity
 - ii. If a bidder does not accept the correction of his bid price
 - iii. in case of a successful bidder, if he fails to sign the contract agreement or execute the work as specified in the bill of quantities (BoQ).
 - iv. in case of non-performance of the contract, delayed supply/installations or substandard supply/installation, short in quantity, the security deposited will be forfeited and the firm will be blacklisted.

4. **Performance Guarantee (Refundable):** 05% of the total value of the Invoice or a Bank Guarantee issued by a Scheduled Bank in Pakistan will be retained as security by COMSATS University Islamabad, Sahiwal Campus which will be released after the completion of warranty period, which is Three Years from the date of delivery / completion of work / supply. Insurance Guarantee is not acceptable. After finalization of

the bid and signing contract performance guarantee is required to be submitted and bid security is to be released.

5. **Bid validity.** - All prices should be valid for at least **120 days**. Withdrawal or any modification of the original offer within the bid validity period shall entitle CUI, Sahiwal Campus to forfeit the earnest money in favor of the CUI, Sahiwal Campus and / or put a ban on such vendor participation in CUI, Sahiwal Campus tenders / works
6. All prices should be quoted on F.O.R (Pak Rupees).
7. **Delivery time or Completion Schedule.** – The exact completion/delivery time from the date of the purchase / work order will be **30 days**. The handing over / completion time for this contract is of critical importance.
8. The bid proposal should be inclusive of freight and all other taxes and we need delivery of items at COMSATS University Islamabad, **Sahiwal** Campus’s premises.
9. All pages (BoQs & Terms & Conditions) are mandatory to be signed / stamped, failing which the bid may be rejected
10. Any addition, deletion or modification of any clause of the procurement terms & conditions of CUI by any vendor will not be accepted and may lead to the rejection of the bid.
11. **Site Visits/Concerned Office.** - Before quoting, the bidder in his own interest can visit to know the specifications of each item the **Store Section of CUI Sahiwal Campus OR Concerned Office**. This will help him in proper assessment of the work. Failure to do so will not absolve the vendor of his responsibility to carry out the work as specified in the tender documents. The cost of visiting the site shall be borne by the vendor and shall be at his own responsibility and risk.
12. The bid form (BoQs) must be duly filled in, stamped and signed by the authorized representative of the bidder.
13. **Method of Procurement.** – COMSATS University Islamabad, Sahiwal Campus, will follow the PPRA rule of **Single Stage Two Envelope Procedure**;
 - i. The bid shall comprise a single package containing **two separate envelopes**. Each envelope shall contain separately the **Financial Proposal** and the **Technical Proposal**;
 - ii. The envelopes shall be marked as “**FINANCIAL PROPOSAL**” and “**TECHNICAL PROPOSAL**” in bold and legible letters to avoid confusion;
 - iii. Initially, only the envelope marked “**TECHNICAL PROPOSAL**” shall be opened;

- iv. The envelope marked as **“FINANCIAL PROPOSAL”** shall be retained in the custody of the procuring agency without being opened;
- v. The procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;
- vi. During the technical evaluation no **amendments** in the technical proposal shall be permitted;
- vii. The financial proposals of bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
- viii. After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically nonresponsive shall be returned unopened to the respective bidders;
- ix. and The bid found to be the lowest evaluated bid shall be accepted.

14. Submission and Opening of bids. - The bid should be submitted in a sealed envelope in such manner that the contents are fully enclosed and cannot be known until duly opened. The sealed bids must reach up to **March 18, 2022 (Friday)** on or before **1100 hours** and will be opened on the same date **at 1130 hours** in the presence of available bidders. All bids submitted after the time prescribed shall be rejected and returned without being opened.

15. In case, the opening date is declared as a public holiday by the Government, the next working day shall be deemed the date for submission and opening of the tender at same time and venue.

16. The envelope should be marked as under;

Secretary, Purchase Committee
COMSATS University Islamabad, Sahiwal Campus
COMSATS Road, Off G.T Road, Sahiwal.
Tel: 040-4305001-05, Ext: 128

The envelope shall also bear the word “CONFIDENTIAL” and following identification quotation of **“Procurement of Split Wall Mounted DC Inverter Heat and Cool Air Conditioners for CUI Sahiwal Campus”**.

17. After the opening of bids, COMSATS University Islamabad, Sahiwal Campus will examine the bids for completeness as per the tender document.

18. Evaluation Criteria: Evaluation Criteria: Technical bids will be evaluated on the basis of the following criteria:

- The Tender will be evaluated on the **Grand Total Basis.**
- The vendors will provide literature of quoted brands which will be evaluated as per the specifications provided in the tender documents.
- **The Vendors for Air Conditioners must be the original equipment manufacturers/authorized distributors of the quoted brand.** Copy of the valid authorization certificate from the Principal/Manufacturer must be attached with the Technical Proposals; otherwise, the bid/tender will be rejected.
- Warranty will be on the part of the supplier, which is **at least three Years for compressor and one year for parts** starting from the date of the job completion.
- The vendors must have completed projects in Public/Private Sector for the supply of more than 15 Air Conditioners in the last two years. Documentary evidence in the form of Work/Purchase orders must be provided with Technical Proposal.
- The Vendor is the bidder who has not been blacklisted by any Federal or Provincial Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan. The vendor will provide this undertaking on judicial stamp paper with Technical Proposal.

19. Evaluation of bids. - Bids will be evaluated in accordance with the evaluation criteria and other terms and conditions set forth in the bidding documents.

20. Clarification of bids. - After the opening of bids, bidders are not allowed to alter or modify his bid. However, the procuring agency may seek and accept clarifications to the bid that do not change the substance of the bid.

21. Arithmetic Errors. - The Tender shall be checked for any arithmetic errors which shall be rectified. The Tender Price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall binding upon the Tenderer.

22. One Bid per Bidder. - Conditional or alternative bids are not allowed. Bidders are required to quote one bid/one brand. If bidders quote two bids/different brands then their bids are liable to be rejected. However, the alternative bids with separate bid security can be accepted.

- 23.** COMSATS University Islamabad, Sahiwal Campus reserves the rights to reject the bid if;
- i. Received without earnest money
 - ii. Received later than the date and time fixed for tender submission
 - iii. The tender is unsigned/ unstamped
 - iv. The offer is ambiguous
 - v. The offer is conditional
 - vi. Offer is made by the unauthorized agent/ supplier of the original equipment manufacturer.
 - vii. The offer is from a firm, which is blacklisted by any Govt. Office.
 - viii. The offer is received by telephone/telex/fax/telegram.
 - ix. Any unsigned / ambiguous erasing, cutting / overwriting etc. are made.
- 24.** It is the sole responsibility of the agent / supplier / manufacturer to comply with the applicable laws, be national or international.
- 25.** Purchase order (s) will be awarded to the lowest or technically recommended bidder (s) on the basis of item wise / subtotal wise / grand total wise according to the nature of BoQs.
- 26. Rejection of bids.** - COMSATS University Islamabad, Sahiwal reserves all the rights to reject all bids or proposals at any time prior to the acceptance of a bid or proposals. CUI, Sahiwal Campus will communicate the grounds for rejection of bids upon request of any supplier or contractor but not liable to justify those grounds
- 27.** The contract will be executed and handed over in satisfactory conditions up to the entire satisfaction of COMSATS University Islamabad, Sahiwal Campus
- 28.** The Employer will inspect the supplied and provided items to verify their conformity to the Technical Specifications which are given in BoQ. The inspection will be conducted at the final destination.
- 29. Force Majeure.** - The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failures to perform its obligations under the Contract is the result of an event of Force Majeure.
- a) For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars

or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- b) If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

30. Extensions of Time. -If at any time after issuance of Purchase Order, the Supplier should encounter conditions impeding timely delivery of the Items pursuant to tender Clause 07, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for delivery, in which case the extension shall be ratified by the parties by amendment of the Contract.

- a) Except in case of Force Majeure, as provided under Tender Clause 29, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to Tender Clause 31, unless an extension of time is agreed upon, pursuant to Tender Clause 30.

31. Liquidated Damages. If the vendor fails to deliver the goods / services to CUI-Sahiwal in time then the penalty will be charged as under:-

- a. 0.5% per day of the Purchase Order for first 10 working days.
- b. 0.75% per day of the Purchase Order, after that, up to a maximum of 10% of the sum stated in the Purchase/Work Order. Once the maximum is reached, the Purchaser may terminate the contract pursuant to tender clause 35, earnest money and payment may be forfeited.

32. If the delivered goods / services are not according to the required quality standards / specifications, the same shall be liable to be rejected after inspection. The vendor would be required to supply as per requirements mentioned in our BoQs, otherwise, the purchase / work order will be cancelled after the due date with confiscation of earnest money.

33. On account payments. - Part / Advance payments are not allowed. Payment will be made on submission of Invoice in the name of "COMSATS University Islamabad, Sahiwal Campus" with a copy of delivery challan (s) after the complete order has been supplied, inspected and accepted which includes delivery / installation, and COMSATS acceptance / inspection thereof.

34. Blacklisting of Suppliers and Contractors. - A procuring agency can permanently or temporarily bar from participation in its respective procurement proceedings, the suppliers and contractors who either consistently failed to provide satisfactory performances or found to be indulging in corrupt or fraudulent practices.

35. Termination.

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to Tender Clause 30; or

(ii) if the Supplier fails to perform any other obligation under the Contract.

(b) In the event, the Purchaser terminates the Contract in whole or in part, pursuant to Tender Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.

(c) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt and fraudulent practices, in competing for or in executing the Contract.

35.2 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, the termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience

The Purchaser, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) To have any portion completed and delivered at the Contract terms and prices; and/or

(ii) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

36. In case of any grievances, the matter will be redressed as per PPRA Rules.

37. Deduction of Income Tax and any other tax will be deducted at source according to Government prevailing rules.

38. The quantities given in the Bill of Quantities are estimated and provisional and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Bidder and verified by the Department/Concerned Office and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Employer may fix as per the Contract.

39. The CUI, Sahiwal Campus reserves the right to modify the quantities of goods / services at any time before the award of purchase / work order.

40. In the case of repeat orders, fifteen percent (**15%**) of the Original Procurement within bid validity period will be considered as the permissible limit to issue variation.

41. The bidder should furnish a certificate as worded below in token of acceptance of all the terms and conditions of the tender. Otherwise, the tender will not be considered under any circumstances.

42. I / We hereby confirm to have read carefully the terms and conditions of your Tender Enquiry dated for opening on..... for the purchase of

We agree to abide by all these terms and conditions/instructions.

43. Certified that the prices quoted against advertises tender dated..... are not more than the prices charged from any other purchasing agencies in the county in the financial year..... and in case of any discrepancy, We/I hereby undertake to refund the price charged in excess if and when asked to do so.

44. Certified that the prices quoted by our firm are inclusive of G.S.T and all taxes as per rules and regulations.

Company / Vendor Name:.....

Name of Tenderer:.....

Postal Address:.....

Tel. / Mobile:.....**Email:**.....

NTN#:.....**GST#:**.....

C.N.I.C No:.....

Signature of Tenderer:.....

Date and Stamp:.....

- Please also attach the Certificate supporting being Active Taxpayer as per the requirement of FBR.

	<ul style="list-style-type: none"> • Refrigerant Type: R 410A • Low Voltage Operation_Startup • Double Layer Condenser, • Pure Copper Installation Kit, • Rated Voltage 220-240V, • Cooling Capacity 24000 BTU with Maximum Electricity Saving up-to 60% • Efficient Cooling Performance even on 45 C <p>Warranty: Compressor at least 03 Years, Parts Replacement 01 Year</p> <p>Service Center/ Parts Availability: In Sahiwal</p>		2.0 Ton DC Inverter (Heat & Cool) = 38			
2	<u>Outdoor Bracket</u>	No	50			
	Grand Total (Rs.)					
	Grand Total (in words) with all Taxes and Delivery Charges					

Note:

- The Purchase/Work order will be awarded on a **Grand Total Basis.**
- Please clearly mention the quoted model/brand/technical detail otherwise your bid /items may be rejected.
- Bidders shall price the Bill of Quantities in Pakistani Rupees only.
- For all the Brands mentioned in this tender (if any), the term “or equivalent” is hereby added and shall be considered as per PPRA rules.
- Multiple prices of an item may lead to rejection of the item/bid.
- Please quote the rates on our BoQ otherwise your bid/item may be rejected.

Signature & Stamp of Bidder

Sheet for Evaluation of Technical Proposals of the Vendors

Srl.No	Evaluation Criteria	Provided
01	The Literature of Quoted Brand	
02	Valid NTN & GST Numbers	
03	Active Taxpayer List	
04	<u>Copy of the Valid Authorization Certificate.</u> Original Equipment Manufacturers/Authorized distributors of the quoted brand. Certificate from the Principal/Manufacturer.	
05	<u>Customized Company Profile</u> Company Profile with complete address of offices and service centres.	
09	<u>Purchase Orders for supply of more than fifteen air conditioners</u> Photocopies of Purchase Orders for Supply of More Than Fifteen (15) Air Conditioners in Last Two Years.	
10	<u>Affidavit on stamp paper of Rs.50</u> Affidavit on Judicial Stamp Paper	