

**COMSATS University Islamabad
Sahiwal Campus**

TENDER DOCUMENTS

For

**Procurement of Access Point License (CISCO Meraki) for CUI Sahiwal
Campus**

(Tender No. CUI/SWL/Procurement/FY 2022-23/12/163)

(Single Stage One Envelope Procedure)

Submission and Opening Date for Tender:

February 28, 2023 (Tuesday)

Submission Time:1400 hours

Opening Time:1430 hours

Tender Issued to M/s_____

February 2023



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

Invitation to Bid

(Tender No. CUI/SWL/Procurement/FY 2022-23/12/163)

Procurement of Access Point License (CISCO Meraki) for CUI Sahiwal Campus

1. COMSATS University Islamabad, Sahiwal Campus, a public sector organization invites sealed bids from the **reputed firms/general order supplier/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 Access Point License (CISCO Meraki) for CUI Sahiwal Campus**”.
2. The procedure of open competitive bidding is **Single Stage-One 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 the bidding document is **Rs. 1,000 (One Thousand Rupees Only)** in the shape of pay order/Demand Draft in favor of CUI, Sahiwal.
4. Security deposit of Rs: 40,000/ required to furnish in the form of Bank deposit / CDR / Pay order (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.
5. The bids, 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 **1400** hours on **February 28, 2023 (Tuesday)**. Bids will be opened at **1430** 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 <https://www.sahiwal.comsats.edu.pk/Procurement/Tenders.aspx>.

Muhammad Umar Irshad
Incharge Purchase and Store Department
Cell No: 0300-6907240

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 tender documents' fee.

3. **Bid Security (Refundable).** - Security deposit of **Rs: 40,000/** required to furnish in the form of Bank deposit / CDR / Pay order (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.
 - 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. **Bid validity.** - All prices should be valid for at least **30 days**. Withdrawal or any modification of the original offer within the 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.

5. The Purchase/Work Order will be awarded on **Grand Total Basis**

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 rejection of the bid.
11. **Site Visits/Concerned Office.** -Before quoting, the bidder in his own interest can visit the **Store Section of CUI Sahiwal Campus/Concerned Office for sample/specifications/requirements of each item** and to know the full implications of the assignment. 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.** – The Procedure for this procurement opportunity is Open Competitive Bidding as it is widely being used as the principal method of procurement for the procurement of goods, services and works.
14. **Submission and opening of bids.** - The bid should be submitted in a sealed envelope in such a manner that the contents are fully enclosed and cannot be known until duly opened. The sealed bids must reach up to **February 28, 2023 (Tuesday)** on or before **1400 hours** and will be opened on the same date **at 1430 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 the same time and venue.

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

17. 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 Access Point License (CISCO Meraki) for CUI Sahiwal Campus”.

18. **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.

19. **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 be binding upon the Tenderer.

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

21. **Evaluation Criteria:** Financial bids will be evaluated on the basis of the following criteria:

- Tender will be evaluated on **grand total basis**.
- Company Profile and copies of CNIC, National Tax Number (NTN) and General Sales Tax (GST) certificates should be attached.
- Experience of the firm for supplying of Access Points/IT Accessories to any Federal or Provincial Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan. Please attach Purchase Orders/Work Orders with proposals.
- The Tenderer is a 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.

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.

Signature & Stamp of Bidder

- 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 (If, required under tender clause No. 21).
 - 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. The Employer will inspect the supplied and provided items to verify their conformity to the Technical Specifications given in BoQ. The inspection will be conducted at the final destination.

25. It is the sole responsibility of the agent / supplier / manufacturer to comply with the applicable laws, be national or international.

26. 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.

27. 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

28. The contract will be executed and handed over in satisfactory conditions up to the entire satisfaction of COMSATS University Islamabad, Sahiwal Campus

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 the 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 case of repeat orders fifteen per cent (15%) of the Original Procurement 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 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 an Active Taxpayer as per the requirement of FBR.

Bill of Quantities (BoQ) (Grand Total Basis)

Procurement of Access Points License (CISO Meraki) for CUI Sahiwal Campus

Sr.#	Item Name & Specification	Qty		Rates to be quoted inclusive of all taxes		
				Quoted Model/Brand	Unit Price (Rs)	Total Price (Rs)
1	Access Point (MR 30 H) CISCO Meraki Enterprise License for 5 Years	No	10			
	Grand Total in words					

Note:

- The Purchase/Work order will be awarded on **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.