**Tender Document**

***Supply of Marigold Flower Seeds for Horticulture Department***



**COMSATS University Islamabad**

**Park Road, Islamabad**

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1. Tender Notice

**CUI -Pro/23(09)/ tender #367**

**COMSATS University Islamabad (CUI)**

***Supply of Marigold Flower Seeds for Horticulture Department***

1. COMSATS University Islamabad (CUI), a Public Sector Educational Organization invites Bids from bidders/firm/companies registered with Income Tax/Sales Tax Departments and are on Active Taxpayer List of FBR (I.T/GST), for **Supply of Marigold Flower Seeds for Horticulture Department to CUI ,Park Road, Islamabad.**
2. Selection procedure will be based upon **“Single Stage-Single -Envelope”** bidding method as prescribed under PPRA rules.
3. The Bids must be accompanied with the **earnest money of Rs. 50*00/-*** in the form of Bank Draft in favor of COMSATS University Islamabad **(FTN/NTN: 9013701-9).**
4. Tender documents containing necessary details, selection criteria & qualification is available ***Rs.500/-*** on PPRA’s website at www.ppra.org.pk as well as CUI’s website at www.comsats.edu.pk
5. ***No bids will be accepted after the closing time.***
6. Sealed bids must reach office of the undersigned, latest by ***September 12, 2023]*** **by 1100 hours**. The bids will be opened in presence of the bidders who choose to attend, **half hour after the closing time** in Room No. G-6/G-8, Ground Floor, Faculty Block-I, COMSATS University Islamabad.

 **Contact Person and Submission**

**In- Charge (Procurement)**

**Wajid Kamran**

Deputy Registrar (Admin),

2nd Floor, Faculty Block-II, Park Road, Tarlai Kalan, Islamabad,

COMSATS University Islamabad

Tel: 0336-5524334 / email: wajidkamran@comsats.edu.pk

Email: Habibullah@comsats.edu.pk, Email: wajidkamran@comsats.edu.pk

1. General Terms & Conditions of the Tender

No tender/bidder will be considered if:‐

1. Received without required documentation or deficiency in required documentation.
2. Received later than the date and time fixed for Tender submission.
3. The Tender is unsigned/ unstamped.
4. The Tender is signed/stamped by the unauthorized agent of the company.
5. The Tender is received by telephone/telex/fax/telegram.
6. Tenders received without earnest money.
7. In contradiction with the specification given by the CUI.
8. Received with any condition.
9. Is in litigation with CUI.
10. Is blacklisted by any organization.
11. Is notified as blacklisted on PPRA website.
12. submits more than one Bid, in the same bidding process. The later submitted bid will be rejected.
13. submits bid as Joint Venture.
14. Contact person and Submission of Bids:
15. Contact Person for all inquiries and clarification and bids submission will be the undersigned.

**Wajid Kamran**

Deputy Registrar (Admin) / In-Charge Procurement ,2nd Floor, Faculty Block-II, Park Road, Tarlai Kalan, Islamabad,

COMSATS University Islamabad

Tel: 051-90495154 / 051-90495122, email: wajidkamran@comsats.edu.pk

1. You may visit, write or call. However, written queries though email will be considered as official.
2. Validity of Bids:
3. The Bid will be valid for a period as mentioned below. Any bidder/firm/ company which refuses to accept the work order based on market price escalation will result in forfeiting the earnest money, CUI may also impose a ban from business with CUI for a minimum 6 months to a maximum duration to be determined by CUI.

***40 Days*** from the closing date

1. Language of Bid:
2. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and CUI shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in same language.
3. Price of the Bid:
4. Prices quoted by the Bidder shall be fixed during the period of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected.
5. Applicable Income tax and GST will be deducted at source/as per rules. In case of exemption, please mention and attach the proper documentation duly verified from the concerned tax authorities/FBR; however, CUI will be final authority to accept or reject the exemption certificate. In case of non-acceptance, CUI will deduct all applicable taxes as per tax rate. CUI will provide a certificate of tax deduction and the vendor may claim refunds from Tax Authorities/FBR.
6. In case of Tie in Rates, the bidder, CUI will award the contract to any bidder.
7. Unit price will be taken upto 1 decimal points. The total cost will be round-up to zero decimals.
8. In case of any conflict in the price/cost quoted by the bidder, the unit cost (Exclusive of GST) quoted by the bidder will be considered for calculation.
9. In case of no mention of GST. The prices/cost will be considered as inclusive of GST.
10. **Bid Currencies &** Bid Security:
11. Prices shall be quoted in Pak Rupees.
12. The currency of the Bid Security shall also be in Pak Rupees.
13. The Bidder shall furnish, as part of its bid, a bid security as specified in the tender notice. The bid security is required to protect CUI against the risk of Bidder’s conduct which would warrant the security’s forfeiture.
14. The Bid Security shall be denominated in the local currency, and it shall be in favor of **COMSATS University Islamabad (FTN/NTN: 9013701-9),** in any of the following form:
15. Bank Draft / Pay Order
16. No personal cheques will be acceptable at any cost. Also, any previous bid security will not be considered or carried forward. The Bid found deficient of the amount as bid security compared to total bid price will not be considered. Any bid NOT secured in accordance with the above will be rejected by CUI as non-responsive.
17. Unsuccessful bidders’ bid security will be released and returned as promptly as the successful bidder gives consent to the work order or sign the contract agreement, whichever is applicable.
18. The successful Bidder’s bid security will be retained till the duration of the contract.
19. The bid security shall be forfeited:
20. If a bidder withdraws its bid during evaluation process.
21. If the successful bidder fails to accept the work order/sign the contract agreement after announced as successful Bidder.
22. If the successful bidder does not accept the correction of athematic errors in its bid.
23. If the successful Bidder fails to comply with the requirement of the bid and contract.
24. Amendment of Bidding Documents:
25. Any prospective Bidder requiring clarification of the bidding documents may notify CUI in writing to the contact person in writing. CUI will respond in writing to any request for clarification of the bidding documents which it receives not later than seven (07) days prior to the deadline for the submission of bids.
26. CUI, at any time prior to the deadline for submission of bids, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or Pre-Bid meeting (if held) may modify the Bidding Documents by issuing addenda. Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents. CUI shall promptly publish the Addendum on its web page atleast 02 days before the closing date and will be binding on all participating bidders. It is the sole responsibility of all prospective bidders to visit CUI website and check for latest status.
27. The bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw its already filed bid and submit the revised bid prior to the bid submission deadline.
28. To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, CUI may, at its discretion, extend the deadline for the submission of Bids: Provided that CUI shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline.
29. Clarification of Bidding Document:
30. During evaluation of the bids, CUI may, at its discretion, ask the Bidder for a clarification of its bid and other such information which is important to CUI. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted. In case the bidder fails to respond/reply within a given deadline, the bidder will be considered as non-responsive and disqualified from the bidding process.
31. Sealing and Marking of Bids:
32. The bid shall be sealed in outer envelope and shall be addressed to the CUI contact person; and bear the title of procurement Activity as mentioned in the tender notice, and a statement may be written on the envelope as “DO NOT OPEN BEFORE BID OPENING TIME” *(please mention time and date of the tender opening as mentioned in the tender notice)*. If the outer envelope is not sealed and not marked as required, CUI will assume no responsibility for the bid’s misplacement or premature opening.
33. Deadline for Submission of Bids:
34. Bids must be received by CUI at the address of the contact person, not later than the time and date specified in the Tender notice.
35. CUI may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents, in which case all rights and obligations of CUI and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
36. Any bid received by CUI after the deadline for submission of bids prescribed by CUI will be rejected and returned unopened to the Bidder.
37. Delays in the mail or courier, delays of person in transit, or delivery of a proposal to the wrong office shall not be accepted as an excuse for failure to deliver a proposal at the proper place and time. It shall be the bidder’s responsibility to determine the manner, in which timely delivery of his proposal will be accomplished either in person, by messenger or by mail to the concerned office.
38. Modification of the bid is strictly not allowed after the deadline for submission of bids.
39. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the tender document. Withdrawal of a bid during this interval may result in the Bidder’s forfeiture of its bid security.
40. Submission of Bidding Document:
41. The original bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person(s) duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person(s) signing the bid. Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the person(s) signing the bid.
42. Softcopy (In MS-Excel OR MS-Word) of the BoQ will be submitted by the bidder after opening of the bids on the same date.
43. In case any holiday is announced by the Govt. OR any unforeseeable circumstances that prevent the tender from being opened on the date announced (Force Majure Situation), the tenders will be opened on the very next working day or CUI will notify the date of opening on its website. Time and place will remain as initially mentioned in the tender notice.
44. Opening of Bids:
45. CUI will open all bids in the presence of bidders’ representatives who choose to attend, at the time, on the date, and at the place specified. The bidders’ representatives who are present shall sign an attendance sheet evidencing their presence. Not more than one representative of the bidder is allowed to attend the meeting.
46. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.
47. Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.
48. Withdrawn bids will be returned unopened to the bidders.
49. Influencing the evaluation process:
50. No Bidder shall contact CUI on any matter relating to its bid, from the time of the bid opening to the time evaluation report is made public. If the Bidder wishes to bring additional information or has grievance to the notice of the CUI , it should only do so in writing.
51. Any effort by a Bidder to influence CUI during bid evaluation or bid comparison may result in the rejection of the Bidder’s bid.
52. Notification of Evaluation Reports:
53. The evaluation report shall be notified to all the participating bidders by email provided in the bidding documents.
54. Qualification & Evaluation of Bids:
55. CUI will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the criteria & qualification listed in the tender document.
56. The determination will be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, as well as such other information as CUI deems necessary and appropriate.
57. CUI will technically evaluate and compare the bids which have been determined to be substantially responsive, as per evaluation criteria.
58. The bidder’s financial evaluation of a bid will be based on lowest evaluated bid inclusive of all prevailing taxes and duties.
59. The bids will be evaluated to determine the lowest evaluated bid for bidders.
60. No bidder shall be eligible for any margin of preference in Proposal Evaluation.
61. CUI will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
62. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price (exclusive of tax) shall prevail, and the total price shall be corrected. If the Contractor does not accept the correction of the errors, the bid will be rejected, and the bid security shall be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
63. CUI may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
64. *Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired. CUI either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to CUI.*
65. Prior to the detailed evaluation, CUI will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations.
66. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, Applicable Law and Taxes and Duties will be deemed to be a material deviation. The CUI ’s determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
67. If a bid is not substantially responsive, it will be rejected by CUI and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
68. Corrupt or Fraudulent Practices & Blacklisting:
69. CUI requires that Bidders, Contractors, and Contractors observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of this provision, the terms set forth below are defined as follows:
70. “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
71. “Fraudulent practice” means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of CUI,
72. “Collusive practice” is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gains, and to deprive CUI of the benefits of free and open competition.
73. CUI will have the right to reject a proposal for award if it determines that the bidder has been engaged in corrupt or fraudulent practices in the past with any organization.
74. Any bidder/firm/company which is blacklisted by any organization and/or notified as blacklisted by PPRA will be considered as disqualified from the bidding process unless and until it is de-notified on PPRA website.
75. CUI will sanction/ban a bidder/firm/company, in accordance with prevailing Blacklisting procedures under Federal Public Procurement Rules, if it at any time determines that the firm has engaged in corrupt, fraudulent or collusive practices in competing for, or in executing.
76. CUI’s Right to Accept or Reject All Bids:
77. CUI reserves the right to accept or reject all bids, and to annul the bidding process at any time prior to contract award, without thereby incurring any liability to the bidder(s) or any obligation to inform the bidder(s) of the grounds for the CUI ’s action.
78. Notification of Award:
79. Prior to the expiration of the period of bid validity, CUI will notify the successful bidder in writing by mail/email that its bid has been accepted.
80. The notification of award will constitute the formation of the Agreement/Work Order/Purchase Order.
81. Upon the successful bidder’s signing the contract agreement/acceptance/consent to the Work Order/Purchase Order, CUI will promptly notify each unsuccessful Bidder and will release its bid security.
82. Issuance of Contract/Work Order/Purchase Order:
83. At the same time as CUI notifies the successful bidder that its bid has been accepted, the bidder shall immediately sign contract agreement/Give consent to the Work Order/Purchase Order. The bidder shall bear all the stamp duties and expenses for the purpose of contract agreement/Work Order/Purchase Order, if any.
84. Delivery Information:
85. The Supply shall be made to CUI within ***4 Weeks*** of the issuance of Work Order.
86. Payment will be made as per actual quantity provided & accepted.
87. In case of delay in delivery, the vendor may submit a written request for extension in delivery, giving valid justification with proof. The following decision can be made by CUI.
	1. CUI may extend the delivery time according to the nature and urgency of the procurement with the condition of deductions in percentage (0% to 10%) from the total bill. The decision will be communicated to the vendor for extension along with [percentage of deduction, if any]. In case of non-responsiveness/non-acceptance by the vendor, the work order will automatically be cancelled, the earnest money will be forfeited. CUI may also impose a ban from business with CUI for a minimum 6 months to a maximum duration to be determined by CUI.
	2. CUI may reject the request, in which case, the work order will be cancelled, the earnest money will be forfeited. CUI may also impose a ban from business with CUI for a minimum 6 months to a maximum duration to be determined by CUI. CUI will be the final authority for decision of acceptance or rejection.
88. It is responsibility of the vendor to make delivery of the procurement directly to the ***Store Section entry through Gate 1, behind Main Library Building . The Store (Mr. Waheed 051-9049-6035]*** may be informed one day prior to delivery for proper arrangements and entry. A proper delivery challan from store is the sole responsibility of the vendor.
89. The bills along with delivery challan (duly signed by concerned store or P.I) will be submitted to Procurement office for processing of Receipt & Inspection and payment. Any deficiency in documentation will be removed by the vendor.
90. Any defective/sub-standard item(s) will be replaced by the bidder, free of cost, within one-week time. In case of failure to supply the specific item, CUI will request next lowest bidder/other bidders to provide the item and the cost of that particular item(s) will be deducted from the bidder’s earnest money i.e., the bidder will be responsible to compensate for CUI losses AND Purchase order would stand cancelled AND/OR earnest money will be forfeited AND/OR CUI may impose penalty and/or ban on the bidder.
91. Samples are mandatory where specifically demanded and bid without samples will be considered non-responsive. No samples will be accepted after closing date. Quotation for other than the demanded item(s) will not be considered.
92. In case of samples, the sample(s) provided by the bidder will be compared to CUI approved samples. The samples can be seen in the office of the undersigned.
93. In case of samples, sample(s) provided by bidders should be picked up from store section within 30 days from the closing date. In case of no response from the bidder within the deadline, the samples will be discarded, and CUI will have no liability.
94. Legal Document
95. The EoI/Tender document and Contract agreement/work order/purchase order together are the legal documents and all the terms and conditions, criteria, qualification is a legal binding on both the parties.
96. Declaration Form

**(THIS FORM IS TO BE PROVIDED WITH THE BID)**

All the terms & conditions have been carefully read and understood and are hereby unconditionally accepted and it is declared that:

I understand that by inserting any condition in my bid consciously or unconsciously will AUTOMATICALLY disqualify me from the bidding process.

By altering/adding/deleting any point, clause, condition in the documents provided will automatically disqualify me from the bidding process.

All the information furnished by me/us here-in is correct.

I / We have no objection if enquiries are made about the work listed by me/us in the accompanying sheets /annexure.

I / We agree that the decision of committee(s) in selection will be final and binding to me/ us.

I / We have read the instructions appended to the proforma and I/we understand that if any false information in the documents is noticed at a later stage, the committee is at liberty to act in a manner it feels deemed fit, which may include Penalty AND/OR forfeiting of earnest money AND/OR blacklisting for future tendering with CUI AND/OR bar from business with CUI for a period as deemed appropriate depending on nature of offence.

|  |  |  |
| --- | --- | --- |
| **Tender Title** |  |  |
|  |  |  |
| **Name of Firm/ Company**  |  |  |
|  |  |  |
| **Year of Establishment in this business** |  |  |
|  |  |  |
| **Name of Authorized agent** |  |  |
|  |  |  |
| **Office Address** |  |  |
|  |  |  |
| **GST No.** |  |  |
|  |  |  |
| **NTN.** |  |  |
|  |  |  |
| **Valid Cell No.** |  |  |
|  |  |  |
| **Valid E-mail** (For all official correspondence) |  |  |
|  |  |  |
| **Signature & Stamp**(Authorized Representative) |  |  |

1. Technical Evaluation Criteria:

## Table 1: Mandatory Requirements:

|  |  |  |
| --- | --- | --- |
|  | **Detail** | **Criteria** |
|  | Draft of Earnest Money (Separate Envelope) | **Mandatory** |
|  | Declaration Form | **Mandatory** |
|  | Financial Bid / Quotation (Strictly as per CUI pattern)*Any alteration/addition/deletion will dis-qualify the bidder from the bidding process* | **Mandatory** |
|  | GST and NTN Registration | **Mandatory** |
|  | Active Taxpayer List (ATL) of FBRStatus as “Active” in I.T and Compliance Level is 100% in GST | **Mandatory** |
|  | **Proof of Non-Blacklisting:**Affidavit on legal paper of appropriate value (duly attested from notary public) OR letterhead that the firm/company is neither blacklisted nor in litigation with any public sector client | **Mandatory** |
|  | **Compliance with CUI requirement/Specification** Blank technical sheet shall be treated as non-compliance and may result rejection of tender / bid | **Mandatory** |

***Failing in any of the mandatory requirement will disqualify the bidder from the bidding process.***

After the above Scrutiny of mandatory document, the work/ supply order will be given to lowest bidder on the basis of most advantages of bids.

* DO NOT attach any information or portfolio which is not requested. Only provide the demanded information.
1. FINANCIAL PROPOSAL

(On Company’s Letterhead)

|  |  |  |  |
| --- | --- | --- | --- |
| Ref No:  |  | NTN: |  |
| Date: |  | GST: |  |

***Supply of Marigold Flower Seeds for Horticulture Department***

| **SN** | **Specification** | **Qty** | **Unit Price (GST Excl)** | **GST Amount (If any)** | **Unit Price (GST Incl)** | **Total Cost** **(GST Incl)** |
| --- | --- | --- | --- | --- | --- | --- |
| **1** | Marigold Inca F-1 Hybrid (African) 5000 seeds pkt | 05 Pkt |  |  |  |  |
| **2** | Marigold PA: Bonanza (French)10,000 seeds pkt | 04 Pkt |  |  |  |  |
| **3** | Slug Killer 02 Kg Pkt | 01 Nos |  |  |  |  |
| **4** | Peat Moss MK: Bag 300 ltr | 03 Bag |  |  |  |  |
| **Total Cost (Inclusive of GST)** |  |

* The bid is submitted without any conditions.
* All the terms and conditions provided by COMSATS University Islamabad are acceptable unconditionally, including bid validity and delivery time.

|  |  |
| --- | --- |
| Name of authorized Person: |  |
| Date: |  |
| Signature |  |
| Official Company Seal: |  |

1. Technical Compliance Performa

(On Company’s Letterhead)

|  |  |  |  |
| --- | --- | --- | --- |
| Ref No:  |  | NTN: |  |
| Date: |  | GST: |  |

***Supply of Marigold Flower Seeds for Horticulture Department***

| **SN** | **Specification** | **Compliance** | **Non-Compliance** |
| --- | --- | --- | --- |
| **1** | Marigold Inca F-1 Hybrid (African) 5000 seeds pkt |  |  |
| **2** | Marigold PA: Bonanza (French)10,000 seeds pkt |  |  |
| **3** | Slug Killer 02 Kg Pkt |  |  |
| **4** | Peat Moss MK: Bag 300 ltr |  |  |

* The bid is submitted without any conditions.
* All the terms and conditions provided by COMSATS University Islamabad are acceptable unconditionally, including bid validity and delivery time.
* Blank technical sheet shall be treated as non-compliance and may result rejection of tender / bid.

|  |  |
| --- | --- |
| Name of authorized Person: |  |
| Date: |  |
| Signature |  |
| Official Company Seal: |  |

1. Documents to be submitted by the bidders / Check List

**(To be filled by Applicants)**

***This page must be placed on Top of the complete bidding document***

*Prepare & Submit the Bid in this Order*

|  |  |  |  |
| --- | --- | --- | --- |
| **Detail** | **Yes** | **No** | **Page Reference** |
| This Checklist - **ON TOP**  |  |  |  |
| **ALL Pages are signed and stamped** |  |  |  |
| Draft of Earnest Money  |  |  |  |
| Bid /Quotation Proposal No. 1 **(As per Pattern)** |  |  |  |
| Declaration Form |  |  |  |
| Proof of Registration – GST |  |  |  |
| Proof of Registration – Income Tax |  |  |  |
| Latest Print out of FBR ATL (GST) |  |  |  |
| Latest Print out of FBR ATL (Income Tax) |  |  |  |
| Blacklisting Certificate |  |  |  |