# **Tender Document**

## Track Suits, Players Kit & Sports Accessories



# COMSATS University Islamabad Park Road, Islamabad

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# COMSATS University Islamabad CUI-Proc/(TN-454)/02/2024

### Track Suits, Players Kit & Sports Accessories

- 1. COMSATS University Islamabad (CUI), a Public Sector University invites Bids through e-Pak Acquisition & Disposal System (EPADS) <a href="https://eprocure.gov.pk">https://eprocure.gov.pk</a> on "Single-Stage Two-Envelope" method from Income Tax & GST registered Firms/Companies who are on the Active Taxpayer List (ATL) for General Sales Tax and Income Tax of FBR for Track Suits, Players Kit & Sports Accessories.
- 2. The Bid Security for the Bid is Rs.55,000/- in the form of Call Deposit/Bank Draft (refundable) drawn in favor of "COMSATS University Islamabad" (FTN/NTN: 9013701-9); scanned copy of which is required to be uploaded through EPADS and hard copy must be submitted physically along with hard-copy of sealed bidding document on the closing date of the tender to COMSATS University Islamabad on the address given below.
- 3. The complete Tendering process shall be carried out through EPADS.
- 4. Interested bidders are requested to register themselves on the (EPADS) https://eprocure.gov.pk/#/supplier/registration and submit their tender documents.
- 5. For registration and guidance/training on EPADS, you may contact EPADS UAN: 051-111-137-237.
- 6. Closing date of submission is *February 13,2024* by 1100 hours. The bids shall be opened <u>half hour</u> after the closing time in the presence of the bidders who wish to be present, in Room No. G-6/G-8, Ground Floor, Faculty Block-I, COMSATS University Islamabad.
- 7. As per PPRA Rule 33, CUI may reject all bids or proposals at any time prior to the acceptance of a bid or proposal.

#### **Contact Person and Submission**



In-Charge Procurement COMSATS University Islamabad

2<sup>nd</sup> Floor, Faculty Block-II, Park Road, Tarlai Kalan, Islamabad, Tel: 0336-5524334, 051-90495242, 051-9049-5154, 051-9049-5122

Email: wajidkamran@comsats.edu.pk

#### 2. General Terms & Conditions of the Tender

- No tender/bid shall be considered if:
  - a) Not uploaded through EPADS;
  - b) Received without required documentation or deficiency in required documentation;
  - c) Received without bid security;
  - d) In contradiction with the specification given by the CUI;
  - e) Received with any condition;
  - f) The bidder is in litigation with CUI or is blacklisted by any organization or is notified as blacklisted on PPRA website.

#### 3. Contact person and Submission of Bids:

i. Contact Person for all inquiries, clarifications and bid submission shall be:

Senior Program Officer COMSATS University Islamabad 3rd Floor, Faculty Block-II, Park Road, Tarlai Kalan, Islamabad, Tel: 051-9049-5060, 051-9049-5415 Email: m.gasim@comsats.edu.pk

#### 4. Validity of Bids:

- The Bid shall remain valid for a period of 60 Days, from the date of closing as notified in the tender notice.
- ii. Any bidder/firm/ company which refuses to accept the Work Order based on market price escalation shall result in forfeiting the bid security. CUI may also impose a ban from business with it for a period of 6 months.

#### 5. Price of the Bid:

- i. Prices quoted by the Bidder shall be fixed during the period of the contract and not subject to variation on any account.
- ii. Applicable Income tax and GST shall be deducted at source and as per rules. In case of exemption, please mention and attach proper documentation duly verified from the concerned tax authorities. However, CUI may accept the exemption certificate. In case of non-acceptance, CUI shall deduct all applicable taxes as per tax rate. CUI shall provide a certificate of tax deduction and the vendor may claim refunds from Tax Authorities/FBR.
- iii. In the case of tie in rates of the bidders, award of contract shall be decided through balloting in the presence of the of the bidders.
- iv. Unit price shall be taken up to 1 decimal point. The total cost shall be round-up to zero decimal.

- v. In case of any conflict in the price/cost quoted by the bidder, the unit cost (Exclusive of GST) quoted by the bidder shall be considered for calculation.
- vi. In case GST is not mentioned, the prices shall be considered as inclusive of GST.

#### 6. Bid Currencies & Bid Security:

- i. Bid prices shall be quoted in Pak Rupees.
- ii. The currency of the Bid Security shall also be in Pak Rupees.
- iii. 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 default which would warrant the security's forfeiture.
- iv. The Bid Security shall be in favor of **COMSATS University Islamabad (FTN/NTN: 9013701-9)**, in any of the following form:
  - a. Bank Draft / Pay Order
  - v. Scanned copy of bid security is required to be uploaded through EPADS and hard copy must be submitted physically on the closing date of the tender to COMSATS University Islamabad on the address given in the tender notice.
- vi. No personal cheques shall be acceptable at any cost. Also, any previous bid security shall not be considered or carried forward.
- vii. The Bid security found deficient of the required amount shall not be considered.
- viii. The bid security of the bidder shall be forfeited if the bidder requests for withdrawal of his bid during the evaluation process.
- ix. Unsuccessful bidders' bid security shall be released and returned promptly as the successful bidder gives consent to the work order or signs the contract agreement, whichever is applicable.
- x. The successful Bidder's bid security shall be retained till the **duration of the contract**.
- xi. The bid security of the successful bidder shall be forfeited:
  - a. If the successful bidder fails to accept the work order/sign the contract agreement after announced as successful Bidder.
  - b. If the successful bidder does not accept the correction of arithmetic errors in its bid.
  - c. If the successful Bidder fails to comply with the requirement of the bid and contract.

#### 7. Clarification of Bidding Document:

i. During evaluation of the bid(s), CUI may, at its discretion, ask the Bidder for a clarification of its bid and such information imperative for evaluation. 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 within given deadline, the bidder shall be considered as non-responsive and shall be disqualified from the bidding process.

#### 8. Opening of Bids:

i. CUI shall open all bids through E-PADS at the time, date, and place specified in tender notice, in presence of bidders' representatives who wish to attend the meeting and shall sign an attendance sheet in evidence of their presence.

#### 9. Influencing the evaluation process:

- i. No Bidder shall contact CUI on any matter relating evaluation of its bid, from the time of bid opening to the time evaluation report is made public. If the Bidder wishes to bring additional information or has a grievance to submit, it should do so through EPADS.
- ii. Any effort by a Bidder to influence CUI during bid evaluation may result in disqualification of the bid.

#### 10. Notification of Evaluation Reports:

The evaluation report shall be notified through EPADS.

#### 11. Qualification & Evaluation of Bids:

- i. CUI shall determine whether the Bidder is qualified to perform the Contract satisfactorily, in accordance with the criteria & qualification specified in the tender document.
- ii. The qualification shall be based upon an examination of the documentary evidence submitted by the Bidder, as well as such other information as CUI deem necessary and appropriate.
- iii. CUI shall technically evaluate and compare the bids which have been determined to be substantially responsive, as per evaluation criteria given in the tender document.
- iv. The bidder's financial evaluation of a bid shall be based on the lowest evaluated bid inclusive of all prevailing taxes and duties.
- v. CUI shall examine the bids as whether:
  - a) They are complete in all respect;
  - b) Any computational errors have been made.
  - c) Required financial sureties have been furnished.
  - d) The documents have been properly signed.
- vi. Arithmetical errors shall 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 shall be rejected, and the bid security shall be forfeited. If there is a discrepancy between words and figures, the amount in words shall prevail.
- vii. CUI may waive any minor informality / nonconformity, in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
  - a. Explanation: A minor informality/ non-conformity 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 / non-conformity in a bid or waive the deficiency, whichever is advantageous to CUI.
- viii. Prior to the detailed evaluation, CUI shall determine the substantial responsiveness of each bid to the bidding documents. For the 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.
- ix. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, Applicable Law and Taxes and Duties shall 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.
- x. If a bid is not substantially responsive, it shall be rejected and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

#### 12. Corrupt or Fraudulent Practices & Blacklisting:

- i. CUI requires that Bidders 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:
  - a. "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
  - b. "Fraudulent practice" means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of CUI,
  - c. "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.
- ii. CUI shall 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.

- iii. Any bidder/firm/company which is blacklisted by any organization and/or notified as blacklisted by PPRA shall be considered disqualified from the bidding process unless and until it is de-notified on PPRA website.
- iv. CUI shall 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.

#### 13. Right to Accept or Reject All Bids:

i. 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.

#### 14. Award of Contract:

- After scrutiny of all bidding documents, the final evaluation report will be uploaded to EPADS and the work order/purchase order shall be issued on the basis of most advantageous bid on "Item-Wise Basis" via EPADS.
- ii. The successful bidder shall immediately sign a 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.

#### 15. Notification of Award:

- i. The notification of award shall constitute the formation of the Agreement/Work Order/Purchase Order.
- ii. Upon the successful bidder's signing the contract agreement/acceptance/consent to the Work Order/Purchase Order.

#### 16. Delivery Information:

- i. The Supply shall be made to CUI within 25 days of the Issuance of Purchase order.
- ii. Payment shall be made as per actual quantity provided & accepted.
- iii. 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.
  - a. 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 shall 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 shall

- automatically be cancelled, the bid security shall be forfeited. CUI may also impose a ban from business with it for a minimum of 6 months to a maximum duration to be determined by CUI.
- b. CUI may reject the request, in which case, the work order shall be cancelled, the bid security shall be forfeited. CUI may also impose a ban from business with CUI for a minimum of 6 months to a maximum duration to be determined by CUI. CUI shall be the final authority for decision of acceptance or rejection.
- iv. It shall be the responsibility of vendor to make delivery as per Work Order 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]
- v. The bills along with delivery challan (duly signed by concerned store or P.I) shall be submitted to the Procurement Office for processing of Receipt & Inspection and payment. Any deficiency in documentation shall be removed by the vendor.
- vi. Any defective/sub-standard item(s) shall be replaced by the bidder, free of cost, within one-week is time. In case of failure to supply the specific item, CUI shall request next lowest bidder/other bidders to provide the item and the cost of that particular item(s) shall be deducted from the bidder's bid security i.e., the bidder shall be responsible to compensate for CUI losses AND Purchase Order would stand cancelled AND/OR bid security shall be forfeited AND/OR CUI may impose penalty and/or ban on the bidder.
- vii. Samples are mandatory where specifically demanded and bid without samples shall be considered non-responsive. No samples shall be accepted after the closing date. Sample of other than the demanded item(s) shall not be considered.
- viii. In case of samples, the sample(s) provided by the bidder shall be compared to CUI approved samples.
- ix. After technical evaluation of bids, sample(s) provided by bidders should be picked up from store section within 30 days from the date of technical bid evaluation announcement. In case of no response from the bidder within the deadline, the samples shall be discarded, and CUI shall have no liability.

#### 17. Legal Document

i. The 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 all bidders.

#### 18. 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 shall AUTOMATICALLY disqualify me from the bidding process.

By altering/adding/deleting any point, clause, condition in the documents provided shall 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 shall 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 bid security 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 annut	
Name of Authorized agent	
Office Address	
GST No.	
931 NO.	
NTN	
NTN.	
W-B-LO-HAL-	
Valid Cell No.	
Malial E mail (E	
Valid E-mail (For all official correspondence)	
	1
Signature & Stamp	
(Authorized Representative)	
1 27	

#### 19. Technical Evaluation Criteria:

**Table 1: Mandatory Requirements:** 

	Detail	Criteria	Envelope
1.	Financial Bid / Quotation (Strictly as per CUI pattern)  Any alteration/addition/deletion will dis-qualify the bidder from the bidding process	Mandatory	Financial Bid
2.	Draft of Earnest Money (Separate Envelope)	Mandatory	
3.	Declaration Form	Mandatory	
4.	Active Taxpayer List (ATL) of FBR Status as "Active" in I.T and Compliance Level is 100% in GST	Mandatory	Technical Bid
5.	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	
6.	Compliance with CUI requirement/Specification  Mentioning of Brand Name (if any) is mandatory.Blank technical sheet shall be treated as non-compliance and may result rejection of tender / bid	Mandatory	
7.	Compliance with CUI requirement/Specification Blank technical sheet shall be treated as non-compliance and may result rejection of tender / bid	Mandatory	
8.	<ul> <li>Sample:         <ul> <li>Samples are mandatory against each items quoted (Samples shall be checked for quality against specification given in the BOQ of the tender document)</li> <li>Bidder physical submitte the sample in Procurement Office at the time of submission of bid. Incase of non compliance the bidder may disqualified from the bidding process.</li> </ul> </li> </ul>	Mandatory	
9.	Professional Experience List of 3 executed/ similar contracts in public sector/ government offices/Embassies etc from Last 3 Year (List 03 contracts). Each contract = 5 Marks each Total Marks = 15 (Attached proof: 3 Contract/Work Order, W.O of over Rs, 200,000 individually will be considered for marking).	15 Marks	
10	Clientele List  List 03 different clients of similar nature contracts. total  Marks = 15 Marks (5 Marks per client) (Attached proof: 3  Contract/Work Order, W.O of over Rs. 200,000 individually will be considered for marking).	15 Marks	

- Failing in any of the mandatory requirement will disqualify the bidder from the bidding process.
- To be qualified, securing at least 70% Marks in technical evaluation is Mandatory.
- After evaluation/marking of bidders in technical evaluation process, financial bids of technically qualified bidders will be only opened later on prior notice.
- DO NOT attach any information or portfolio which is not requested. Only provide the demanded information

#### 20. FINANCIAL PROPOSAL

(On Company's Letterhead)

Ref No:	NTN:
Date:	GST:

Track Suits, Players Kit & Sports Accessories

SN	Specification	Qty	Unit Price (GST Excl)	GST Amount (If any)	Unit Price (GST Incl)	Total Cost (GST Incl)
	Track Suit (Trouser + upper with zipper) (Trinda	70 Nos				
	220 gm with sublimation or equivalent) with CUI					
1	Logo, Printing and color scheme as per sample					
	or equivalent					
	Shoes Calza CZ-VS-0029/Service /Ndure or	70 Pair				
2	equivalent (Shoes size will be provided at the					
	time of delivery after the selection of team).					
	Playing Kit: Kit made of 100% cotton	70 Nos				
	IJF- approved judo suit designed for high- class					
3	performance in compettions					
	Kit includes (belt, jacket, and trousers)					
	Trouser made of quality quilt Zean					
4	Socks Sports Socks	55 Pairs				
5	Kit Bag (CA Alpha / Runner or equivalent)	55 Nos				
6	Towel (Player Size)	55 Nos				
	Judo Mat with Cover					
7	Thickness 50 mm					
	Material Imported Crush Foam					
	Durable rubber and heavily cushioned foam					
	As per National Standard					
			Total C	ost (Inclusi	ve 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**.
- I understand that blank technical sheet / non-mentioning of Brand and Model shall make my bid non-responsive and may result rejection of my bid.

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

#### 21. Technical Compliance Performa

(On Company's Letterhead)

Ref No:	NTN:	
Date:	GST:	

Track Suits, Players Kit & Sports Accessories

SN	Specification	Compliance	Non-Compliance	Higher if any
01	Track Suit (Trouser + upper with zipper) (Trinda 220 gm with sublimation or equivalent) with CUI Logo, Printing and color scheme as per sample or equivalent			
2	<b>Shoes</b> Calza CZ-VS-0029/Service /Ndure or equivalent (Shoes size will be provided at the time of delivery after the selection of team).			
3	Playing Kit: Kit made of 100% cotton  IJF- approved judo suit designed for high- class performance in compettions  Kit includes (belt, jacket, and trousers)  Trouser made of quality quilt Zean			
4	Socks Sports Socks			
5	Kit Bag (CA Alpha / Runner or equivalent)			
6	Towel (Player Size)			
7	Judo Mat with Cover Thickness 50 mm Material Imported Crush Foam Durable rubber and heavily cushioned foam As per National Standard			

- 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:	
buto.	
Signature	
Official Company Seal:	