

Standard Bidding Document

TN # 759 (EFS # 42524 Shifting Re-installation of Three Existing Security
Check Posts Outside the Boundary Wall Along the Nullah Side.
(Works)

National

Single Stage-Two Envelope



September 18, 2026

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REQUEST FOR BIDS

PROCUREMENT OF CIVIL WORKS

1. The **Comsats University, Islamabad (Islamabad Campus) (Comsats University, Islamabad)** has reserved Funds for the procurement planned for FY **2026-27**. The **Comsats University, Islamabad (Islamabad Campus) (Comsats University, Islamabad)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**TN # 759 (EFS # 42524 ShiftingRe-installation of Three Existing Security Check Posts Outside the Boundary Wall Along the Nullah Side.**" with the reference of "**P109729**".

2. The **Comsats University, Islamabad (Islamabad Campus) (Comsats University, Islamabad)** invites sealed Bids from eligible Bidders for procurement of Works (**TN # 759 (EFS # 42524 ShiftingRe-installation of Three Existing Security Check Posts Outside the Boundary Wall Along the Nullah Side.)** described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-Two Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

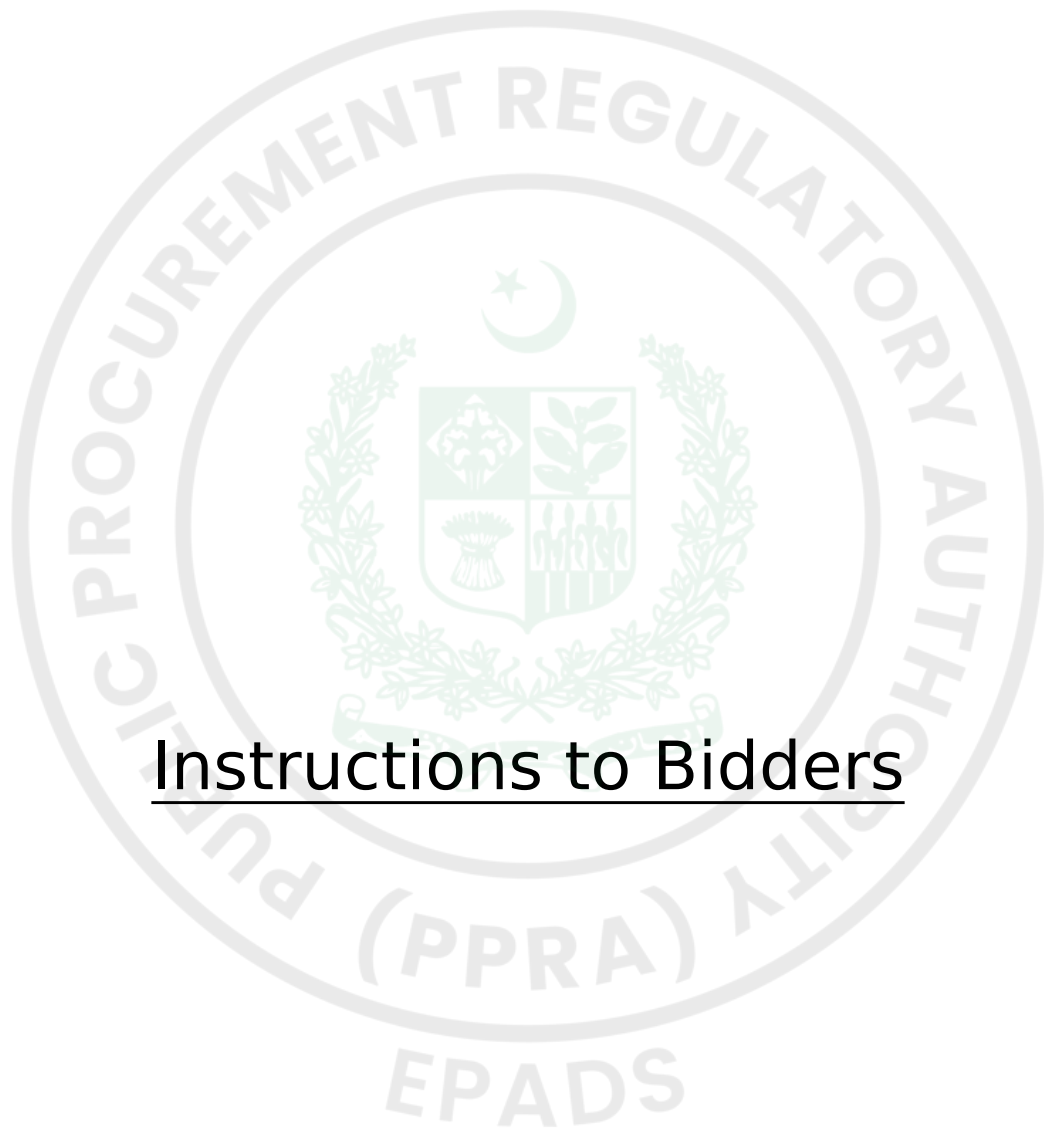
4. All Bids must be accompanied by a Bid Security amount described in Bid Security Section in Bidding Document in the form of **Bid Security Not Applicable**. Or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **<https://epads.gov.pk/opportunities/federal/procurements/109729>** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to get themselves registered on **EPADS v2.0** to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Monday, October 5, 2026 11:00 AM**. E-bids will be opened by using **EPADS v2.0** on the same day at **Monday, October 5, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendor who have not yet registered on the new version of **EPADS v2.0**, may register themselves on <https://vendors.epads.gov.pk/>. A tutorial to explain the registration process is available at <https://www.youtube.com/watch?v=MNW6T38v7tc>.

In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at (www.ppra.org.pk).

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Instructions to Bidders

A. INTRODUCTION

1. Scope of Bid

1.1. The Procuring agency/Employer (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the execution of Works as specified in the BDS and Section V- Works Requirements. The name, identification, and number of lots (contracts) of this National/ International Competitive Bidding process are specified in the BDS.

2. Source of Funds

2.1. Source of funds as referred in Clause 2 of Bid Data Sheet.

3. Eligible Bidders

3.1. A bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture or consortium. In the case of a joint venture or consortium, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture or consortium shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture or consortium during the Bidding process, and in case of award of contract, during the execution of contract. Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.

(The limit on the number of members of JV or Consortium may be prescribed

in BDS, in accordance with the guidelines issued by the PPRA).

3.2. The invitation for bids is open to all prospective bidders subject to any provisions of incorporation or licensing by the respective national/international incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidder keeping in view the requirement of that business.

3.3. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

3.3.1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring agency/Employer to provide consulting services for the preparation of design or technical specifications of the works that are the subject of the bid; or

3.3.2. have controlling shareholders in common; or

3.3.3. receive or have received any direct or indirect subsidy from any of them; or

3.3.4. have the same legal representative for purposes of this Bid; or

3.3.5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the Procuring agency/Employer regarding this Bidding process; or

3.3.6. Submit more than one bid in this bidding process.

3.4. A Bidder may be ineligible if –

3.4.1. he is declared bankrupt or, in the case of company or firm, insolvent;

3.4.2. payments in favor of the bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3.4.3. the bidder is convicted, by a final judgment of a Court of Law or relevant Professional Statutory Body, of any offence involving professional conduct;

3.4.4. The bidder is debarred/ blacklisted by a national level Procuring agency/Employer and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.

3.5. As and when required, bidders shall provide to the Procuring agency/Employer evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.6. Bidders shall submit proposal relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract is envisaged.

4. Eligible Material and Equipment

4.1. All the material and equipment to be mobilized under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such materials and equipment. For this purpose, ineligible countries are stated in the section-IV titled as “Eligible Countries”.

B. BIDDING DOCUMENTS

5. Contents of Bidding Documents

5.1. The scope of Works, bidding procedures, and terms and conditions of the contract are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents which should be read in

conjunction with any addenda issued in accordance with ITB 7.1 include:

Section I -Invitation for Bids

Section II Instructions to Bidders (ITBs)

Section III Bid Data Sheet (BDS)

Section IV Eligible Countries

Section V Evaluation and Qualification Criteria

Section VI Works Requirements Technical Specifications & Schedule of Requirements

Section VII Standard Bidding Forms

Section VIII General Conditions of Contract (GCC)

Section IX Particular Conditions of Contract (PCC)

Section X Contract Forms

5.2. The bidder is expected to examine all instructions, forms, specifications, terms and conditions prescribed in the bidding documents. Failure to furnish all the information required in the bidding documents will be at the bidder's risk and may result in the rejection of his bid.

6. Clarification of Bidding Document, Pre-bid Meeting

6.1. A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer through EPADS.

6.2. The Procuring agency/Employer shall respond to the request for clarification in accordance with Rule 31 of the Public Procurement Rules 2004.

6.3. Should the Procuring Agency deem it necessary to amend the BIDDING document as a result of a clarification, it shall do so following the procedure under ITB 7.

6.4. If indicated in the BDS, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned in the BDS. During this pre-bid meeting, prospective bidders may request clarification of the schedule of requirement, the evaluation criteria or any other aspects of the bidding documents.

6.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring agency/Employer exclusively through the use of an Addendum pursuant to ITB 7. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

6.6. The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

6.7. The bidder and any of its authorized personnel will be granted permission by the Procuring agency/Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder and its personnel will release and indemnify the Procuring agency/Employer from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7. Amendment of Bidding Documents

7.1. The procuring agency may issue notification of any change, addition, modification or deletion in accordance with Rule 23 of the Public Procurement Rules 2004 i.e. Bidding Documents.

7.2. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring agency/Employer may, at its discretion, extend the deadline for the submission of bids:

Provided that the Procuring agency/Employer shall extend the deadline for submission of bid in pursuance of Rule 27 of the Public Procurement Rules 2004, i.e. Extension of time for submission of bids, if such an addendum is

issued within last three (03) days of the bid submission deadline.

C. PREPARATION OF BIDS

8. Language of Bid

8.1. The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring agency/Employer shall be written in the English language unless specified in the BDS. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the bidder, the translation shall govern.

9. Documents Constituting the Bids

9.1. The Bids prepared by the Bidder shall constitute of all the documents required in the BDS.

10. Documents Establishing Eligibility of Material, Equipment and Works, their Conformity to Bidding Documents

10.1. The bid prepared by the bidder shall constitute the following components: -

10.1.1. Documentary evidence established in accordance with ITB 10 that the material and equipment to be utilized by the Bidder for the executions of works are eligible material and equipment and conform to the Bidding Documents;

10.1.2. Documentary evidence established in accordance with ITB 11 that the bidder has been authorized to carry out the Construction works;

10.1.3. Documentary evidence established in accordance with ITB 11 that the bidder is eligible and/or qualified for the subject bidding process;

10.1.4. Form of Bid and Bid Prices completed in accordance with ITB 12 and 13;

10.1.5. Completed schedules as required, including priced Bill of Quantities in accordance with ITB 13.

10.1.6. Technical Proposal completed in all aspects in accordance with ITB-15.

10.1.7. Bid security or Bid Securing Declaration furnished in accordance with ITB 17;

10.1.8. Any other document required in the BDS.

10.2. In addition to the requirements, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.

10.3. The bidder shall furnish, as part of its bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the bidding documents for all material, equipment and works which the bidder proposes to execute.

10.4. The documentary evidence of conformity of the material, equipment and works to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

10.4.1. a detailed description of the work methodology, approach, schedule and resources to be mobilized at site;

10.4.2. an item-by-item commentary on the Procuring agency/Employer's Technical Specifications demonstrating substantial responsiveness of the material, equipment and works to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;

10.4.3. any other procurement specific documentation requirement as stated in the BDS.

10.5. The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.

11. Documents Establishing Eligibility and Qualification of the Bidder

11.1. The bidder shall furnish, as part of its bid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

11.2. The documentary evidence of the bidder's eligibility to bid shall establish to the satisfaction of the Procuring agency/Employer that the bidder, at the time of submission of its bid, is from an eligible country as defined in Section-IV titled as "Eligible Countries".

11.3. The documentary evidence of the bidder's qualification to perform the contract if its bid is accepted shall establish to the satisfaction of Procuring agency/Employer that:

11.3.1. The bidder has the financial and technical capability necessary to perform the Contract, meets the qualification criteria specified in Section-V, Evaluation and Qualification Criteria and BDS.

11.3.2. In the case of a bidder not doing business within Pakistan, the bidder is or will be (if awarded the contract) represented by a local bidder (Joint Venture) in accordance with the PEC works bylaws, and in case of award of works such foreign firm is required to participate in the execution of works to carry out its obligations as prescribed in the Conditions of Contract and /or Technical Specifications.

11.3.3. That the bidder meets the qualification criteria listed in Section-V, Evaluation and Qualification Criteria and BDS.

12. Forms of Bid

12.1. The Bidder shall fill the Form of Bids furnished in the bidding documents. The Bids Form must be completed without any alterations to its format and no substitute shall be accepted.

13. Bid Prices

13.1. The bid prices quoted by the bidder in the Standard bid Forms, Bill of Quantities and in the Price Schedules shall conform to the requirements specified below or exclusively mentioned hereafter in the bidding documents.

13.2. The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items in the Bill of Quantities and will not be paid for separately by the Procuring agency/Employer.

13.3. Items not listed in the Price Schedule shall be assumed not to be included in the bid, and provided that the bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s):

Provided that:

13.3.1. where there is only one (substantially) responsive bidder, or

13.3.2. where there is provision for alternate proposals and the respective items are not listed in the other bids,

The Procuring agency/Employer may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.

13.4. The Bid price to be quoted in the Form of Bid in accordance with ITB 12 shall be the total price of the bid.

13.5. Unless otherwise specified in the BDS and the Contract, the rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the

Conditions of Contract.

13.6. If so specified in ITB 1.1, bids may be invited for individual lots (contracts) or for any combination of lots (packages).

13.7. Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to ITB 27, unless otherwise price adjustment is permissible under Conditions of the Contract.

13.8. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the bidder.

14. Currencies of Bid and Payment

14.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS. Comparison of bids and tie of bid shall be treated in accordance with the Rule 30(2) of Public Procurement Rules, 2004.

15. Documents Comprising the Technical Proposal

15.1. The bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section VII – Standard Bid Forms, in sufficient detail to demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time.

16. Bid Validity Period

16.1. Bids shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring agency/Employer. A bid valid for a shorter period shall be rejected by the Procuring agency/Employer as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

16.2. Under exceptional circumstances, prior to the expiration of the initial Bids/Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids/Bid. Such request for extension of the period of bid validity shall be carried out in accordance with Rule 26 of the Public Procurement Rules, 2004.

17. Bid Security or Bid Securing Declaration

17.1. Pursuant to ITB 11.1 unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, a Bid Security in accordance with Rule 25 of the Public Procurement Rules, 2004 in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section VII (Standard Bidding Forms).

In case Procuring agency/Employer is inviting bids in lots / packages, the bidder shall be required to submit his bid security against the respective lot/package for which he is submitting his bid.

Until the development of functionality of auto verification of financial instrument in EPADS, the scanned copy of bid security or bid securing declaration, as the case may be, shall be uploaded on E-PADS whereas the original instrument to be submitted to the procuring agency before closing of bid submission deadline,

17.2. The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the **BDS** which shall be in any of the following:

17.2.1. A bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring agency/Employer and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the bidder;

17.2.2. A cashier's or certified cheque; or

17.2.3. Another security as indicated in the **BDS**.

17.3. The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Section VII (Standard Bidding Forms) or another form approved by the Procuring agency/Employer prior to the bid submission.

17.4. The Bid Security shall be payable promptly upon written demand by the Procuring agency/Employer in case any of the conditions listed in ITB 17.9 are invoked.

17.5. Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 17.1 or 17.3 shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to ITB 27.

17.6. Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring agency/Employer pursuant to ITB 16. The Procuring agency/Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

17.6.1. The expiry of the Bid Security;

17.6.2. The entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Bidding documents;

17.6.3. The rejection by the Procuring agency/Employer of all Bids;

17.6.4. The withdrawal of the bid prior to the deadline for the submission of bids, unless the bidding documents stipulate that no such withdrawal is permitted.

17.7. The successful bidder's Bid Security will be discharged upon the bidder signing the contract pursuant to ITB 40, or furnishing the performance security (or guarantee), pursuant to ITB 41.

17.8. The Bid Security may be forfeited or the Bid Securing Declaration executed:

17.8.1. if a Bidder:

17.8.1.1. Withdraws its Bid during the period of Bid Validity as specified by the Procuring agency/Employer, and referred by the bidder on the Form of Bid except as provided for in ITB 16.2; or

17.8.2. In the case of a successful bidder, if the bidder fails:

17.8.2.1. to sign the contract in accordance with ITB 40; or

17.8.2.2. to furnish performance security (or guarantee) in accordance with ITB 41.

17.9. In case of Bid Security issued by the foreign bank is allowed by the Procuring agency/Employer, the same should be counter guaranteed by a corresponding bank in Pakistan. Furthermore, in case of joint venture, it should be in the name of Joint venture to ensure joint responsibility. In case the JV is not legally constituted at the time of bid submission, the bid security or bid securing declaration shall be in the names of all future members as named in the letter of bid.

18. Withdrawal of Bids

18.1. Before bid submission deadline, any bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding must accompany the respective written notice.

19. Format and Signing of Bid

19.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before bid submission deadline.

D. SUBMISSION OF BIDS

20. Submission of Bids through EPADS v2.0

20.1. All bids shall be submitted through EPADS v2.0.

21. Deadline for Submission of Bids

21.1. All bids shall be received through **EPADS v2.0** not later than bid submission deadline as specified in the **BDS**.

21.2. The Procuring agency/Employer may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids, pursuant to Rule 27 of the Public Procurement Rules, 2004. Extension of Time for submission of bid, by amending the Bidding Documents in accordance with ITB 7, in which case all rights and obligations of the Procuring agency/Employer and bidders previously subject to the deadline will thereafter be subject to the new deadline.

22. Substitution and Modification of bids

22.1. A bidder may substitute or modify his bid after it has been submitted, provided that written notice of the substitution or modification of the bid, is received by the Procuring agency/Employer prior to the deadline for submission of bids.

22.2. Revised bid may be submitted after the substitution or modification made in the original bid in accordance with the provisions referred in **ITB 18**.

E. OPENING AND EVALUATION OF BIDS

23. Opening of Bids

23.1. The Procuring Agency will open bids in accordance with Rule 28 of the Public Procurement Rules, 2004 and as specified in the BDS.

24. Confidentiality

24.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.

25. Clarification of Bids

25.1. Clarification of Bidding Documents shall be carried out in accordance with Rule 31 of the Public Procurement Rules, 2004.

25.2. The alteration or modification in the bid which in any case affect the following parameters will be considered as a change in the substance of a bid:

- 25.2.1. evaluation & qualification criteria;
- 25.2.2. required scope of work;
- 25.2.3. contract price;
- 25.2.4. all securities requirements;
- 25.2.5. tax requirements;
- 25.2.6. terms and conditions of bidding documents.
- 25.2.7. change in the ranking of the bidder

26. Preliminary Examination of Bids

26.1. Prior to the detailed evaluation of bids, the Procuring agency/Employer will determine whether each bid:

- 26.1.1. meets the eligibility criteria defined in **ITB 3** and **ITB 4**;
- 26.1.2. has been prepared as per the format and contents defined by the Procuring agency/Employer in the bidding documents;
- 26.1.3. has been properly signed;

26.1.4. is accompanied by the required securities; and

26.1.5. is substantially responsive to the requirements of the bidding documents.

The Procuring agency/Employer's determination of a bid's substantial responsiveness will be based on the contents of the bid itself.

26.2. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -

26.2.1. affects in any substantial way the scope, quality, or performance of the Works;

26.2.2. limits in any substantial way, inconsistent with the bidding documents, the Procuring agency/Employer's rights or the bidders' obligations under the Contract; or

26.2.3. if rectified, would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3. The Procuring agency/Employer will confirm that the documents and information specified under ITB 9, 10 and 11 have been provided in the bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.

26.4. The Procuring agency/Employer may waive-off 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.

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 works. The Procuring agency/Employer 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 the Procuring agency/Employer. Examples of minor informalities or irregularities include failure of a bidder to –

26.4.1. Submit the number of copies of signed bids required by the invitation;

26.4.2. Furnish required information concerning the number of its employees;

26.4.3. the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.

26.5. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer may request the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the bidder to comply with the request may result in the rejection of its bid.

26.6. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.

26.7. If a bid is not substantially responsive, it will be rejected by the Procuring agency/Employer and may not subsequently be evaluated for complete technical responsiveness.

27. Examination of Terms and Conditions; Technical Evaluation

27.1. The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the **GCC** and the **PCC** have been

accepted by the bidder without any material deviation or reservation.

For this purpose:

“Deviation” means departure from the requirements specified in the Bidding Document.

“Reservation” means setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.

27.2. The Procuring agency/Employer shall evaluate the technical aspects of the bid submitted in accordance with ITB 30, to confirm that all requirements specified in Section VI – Works Requirement, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.

27.3. If after the examination of the terms and conditions and the technical evaluation, the Procuring agency/Employer determines that the bid is not substantially responsive in accordance with ITB 27, it shall reject the bid.

28. Correction of Arithmetic Errors

28.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

28.1.1. if there is a discrepancy between unit prices and the sub-total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the sub-total price shall be corrected, unless in the opinion of the Procuring agency/Employer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

28.1.2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and

28.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

28.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

28.2. The amount stated in the Bid will, be rectified by the Procuring agency/Employer in accordance with the above procedure for the correction of errors and, with, the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, its bid shall be rejected after forfeiture of Bid Security or execution of the Bid Securing Declaration, as the case may be, in accordance with **ITB 41.3**.

29. Conversion to Single Currency

29.1. The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works from outside the Procuring agency/Employer's country (referred to as the "Foreign Currency Requirements") shall indicate the same in the letter of bid-financial proposal. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder's home country or, (ii) at the bidder's option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid. Comparison of bids quoted in different currencies and conversion of bids into a single currency shall be carried out in accordance with Rule 30(2) of the Public Procurement Rules, 2004.

30. Evaluation of Bids

30.1. The Procuring agency/Employer shall evaluate and compare only the bids determined to be substantially responsive, pursuant to **ITB 27**.

30.2. In evaluating the Technical Proposal of each Bid, the Procuring agency/Employer shall use the criteria and methodologies listed in the BDS

and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.

30.3. The Procuring agency/Employer's evaluation of a bid will take into account:

30.3.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

30.3.2. converting the amount resulting from applying above, if relevant, to a single currency in accordance with ITB 29;

30.4. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

30.5. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a single bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS**.

30.6. If the bid, which results in the Evaluated Bid Price (Successful Bid), is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

Explanation:

"Unbalanced" or "front-loaded" bids consist of deliberately submitting bids with artificially high prices or unit rates for the early stages of a construction project, offset by artificially low prices or unit rates for the later stages of the project, to improve the contractor's cash flow.

31. Domestic Preference

31.1. If the **BDS** so specifies, the Procuring agency/Employer will grant a margin of preference to the domestic contractor in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.

32. Determination of Successful Bid

32.1. The Procuring agency/Employer shall compare the evaluated bids in accordance with the predefined bidding procedure, of all substantially responsive bids to determine the Successful bidder.

33. Qualification of Bidder

33.1. The Procuring agency/Employer shall determine to its satisfaction whether the bidder is substantially responsive and whose bid is declared as Successful bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Evaluation and Qualification Criteria.

Note: In case of international bidding, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.

33.2. The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 11**.

33.3. Prior to contract award, the Procuring agency/Employer will verify that the successful bidder (including each member of a JV) is not blacklisted/debarred. The Procuring agency/Employer will conduct the same verification for each sub-contractor proposed by the successful bidder.

34. Sub-Contractors

34.1. The bidder shall provide details regarding any specialized sub-contractor to the Procuring agency/Employer. In case change of sub-contractors, the bidder shall promptly notify the Procuring agency/Employer and obtain approval for replacement of sub-contractors.

34.2. Bidders may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the **BDS**.

35. **Abnormally Low Financial Bid**

35.1. A procuring Agency may reject abnormally low bids. The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned. Moreover, the Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid

Guidance for Procuring agency/Employer:

An abnormally low bid means, in the light of the Procuring agency/Employer's estimate and of all the bids submitted, the bid appears to be abnormally low by not providing a margin for normal levels of profit. In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:

35.1.1. Comparing the bid price with the cost estimate;

35.1.2. Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and

35.1.3. Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.

35.2. The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB 11**

35.3. The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 11**, as well as such other information as the Procuring agency/Employer deems necessary and appropriate. Factors not included in these bidding documents shall not be used in the evaluation of the bidders' qualifications.

35.4. Procuring agency/Employer may seek “Certificate for Independent Price Determination” from the bidder and the results of reference checks may be used in determining award of contract.

Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.

35.5. An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder’s bid, in which event the Procuring agency/Employer will proceed to the next ranked bidder to make a similar determination of that bidder’s capabilities to perform satisfactorily.

F. AWARD OF CONTRACT

36. **Criteria of Award**

36.1. Subject to **ITB 36 and 37**, the Procuring agency/Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has been declared as Successful Bidder, provided that such bidder has been determined to be:

36.1.1. eligible in accordance with the provisions of **ITB 3**;

36.1.2. is determined to be qualified to perform the Contract satisfactorily;
and

36.1.3. Successful negotiations have been concluded, if any.

37. **Negotiations**

37.1. The Committee of the Procuring agency/Employer may negotiate with the Most Advantageous Bidder relating to the following areas:

37.1.1. a minor alteration to the technical (drawings, design technical specifications) details of the statement of works;

37.1.2. Methodology, work plan, staffing in view to streamline the work;

37.1.3. a minor amendment to the Particular conditions of Contract;

37.1.4. finalizing payment arrangements;

37.1.5. clarifying details that were not apparent or could not be finalized at the time of Bidding;

37.2. Where negotiation fails to result into an agreement, the Procuring agency/Employer may invite the next ranked bidder for negotiations. Where negotiations are commenced with the next ranked bidder, the Procuring agency/Employer shall not reopen earlier negotiations.

38. Procuring agency's Right to reject All Bids

38.1. The procuring agency has the right to reject all bids in accordance with Rule 33 of the Public Procurement Rules, 2004. However, the Authority (i.e. **PPRA**) may call from the Procuring agency/Employer the justification of those grounds.

39. Notification of Award

39.1. The procuring agency shall announce and publish the evaluation result in accordance with Rule 35 of the Public Procurement Rules, 2004.

39.2. Where no complaints have been lodged, the bidder whose bid has been accepted will be notified of the award by the Procuring agency/Employer prior to expiration of the bid validity period through EPADS. However, the Procuring agency/Employer shall not award any procurement contract at least for five (05) days after the announcement of final evaluation report. The notification letter (herein after and in the condition of the contract and contract form called "Letter of Acceptance" will specify the sum that the Procuring agency/Employer will pay the successful bidder in consideration for the execution and completion of the

works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

39.3. The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security (or guarantee) in accordance with **ITB 41** and signing of the contract in accordance with **ITB 40**.

39.4. Upon the successful bidder's furnishing of the performance security (or guarantee) pursuant to **ITB 41**, the Procuring agency/Employer will promptly notify each unsuccessful bidder, the name of the successful bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the bidder(s) pursuant to **ITB 17**.

40. Signing of Contract

40.1. Promptly after notification of award, Procuring agency/Employer shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.

40.2. Immediately after the Redressal of grievance by the **GRC**, and after fulfillment of all conditions precedent of the Contract Form, the successful bidder and the Procuring agency/Employer shall sign the contract.

40.3. Where no formal signing of a contract is required, work order issued to the bidder shall be construed to be the contract.

41. Performance Security (or Guarantee)

41.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring agency/Employer a Performance Guarantee in the amount and in the form stipulated in the BDS and PCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

41.2. If the Performance Guarantee is provided by the successful bidder and it shall be in the form specified in the BDS which shall be in any of the following:

41.2.1. certified cheque, cashier's or manager's cheque, or bank draft;

41.2.2. irrevocable letter of credit issued by a scheduled bank of Pakistan or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a scheduled bank of Pakistan;

41.2.3. bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign bidder, bonded by a foreign bank; or

41.2.4. surety bond callable upon demand issued by any reputable surety or insurance company.

Any Performance Guarantee submitted shall be enforceable in Pakistan.

41.3. Failure of the Most Advantageous Bidder to comply with the requirement of **ITB 40** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or declare blacklisted (in case bid securing declaration is submitted) in which event the Procuring agency/Employer may make the award to the next most advantageous bidder or reinitiate the procurement process afresh (as a case may be).

42. **Advance Payment**

42.1. Advance payment will be provided to the bidder in percentage and in the manner as agreed by the both parties in terms of Conditions of the Contract.

42.2. The Procuring agency/Employer will provide an advance payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated and/or Conditions of the Contract. The advance payment request shall be accompanied by an advance payment security (guarantee) in the form provided in Section X. For the purpose of receiving the advance payment, the bidder shall make and estimate of, and include in its bid, the expenses that will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring agency/Employer's "**Notice to Commence**" as specified in the **PCC**.

43. General Performance of the Bidders

43.1. The Procuring agency/Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts / works. The Procuring agency/Employer may seek information / report from the previous employer for consideration. However, the Procuring agency/Employer shall incorporate such parameters in the evaluation criteria and accordingly decide the fate of the bid submitted.

44. Corrupt & Fraudulent Practices

44.1. Procuring agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

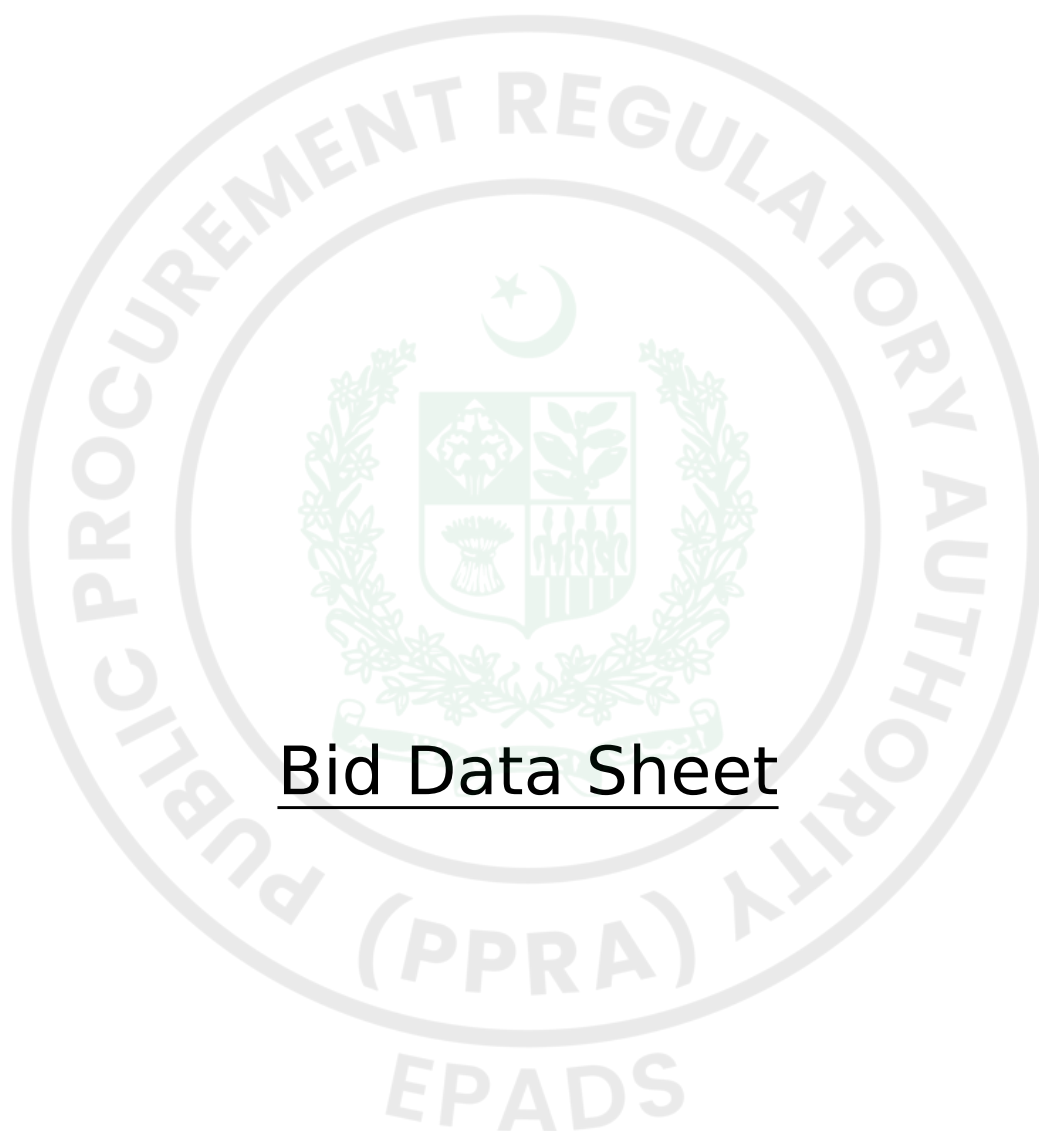
45. Grievance Redressal

45.1. Grievance Redressal shall be carried out in accordance with Rule 48 of the Public Procurement Rules, 2004 i.e. Redressal of grievances by the procuring agency and "Redressal of Grievances Regulations 2021".

H. MECHANISM OF BLACKLISTING

46. Mechanism of Blacklisting

46.1. The Procuring agency/Employer shall proceed Blacklisting of Bidders/Contractors in accordance with Rule 19 of the Public Procurement Rules, 2004 i.e. Blacklisting and "Blacklisting and Debarment of Bidders or Contractors Regulations 2024.



Bid Data Sheet

Bids Data Sheet (BDS)

The following specific data for the procurement of Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
A. Introduction		
1	1.1	Name of Procuring Agency: Comsats University, Islamabad (Islamabad Campus) (Comsats University, Islamabad) The subject of procurement is: TN # 759 (EFS # 42524 Shifting Re-installation of Three Existing Security Check Posts Outside the Boundary Wall Along the Nullah Side. Expected commencement date: Monday, November 30, 2026
2.	2.1	Financial year for the operations of the Procuring Agency: 2026-27 Name and identification number of the Contract: P109729
3.	3.1	JV/Consortium or Association Allowed: No Number of JV/Consortium Members: Nil
B. Bidding Documents		

4.	6.2 & 6.4	The Bidders may seek clarifications through EPADS v2.0 : Clarification Date: Tuesday, September 22, 2026
5.	7.2	Any addendum, in case issued, shall be published on Comsats University, Islamabad (Islamabad Campus) (Comsats University, Islamabad) website and on EPADS v2.0 .
C. Preparation of Bids		
6.	8.1	List of documents required along with the bid: 1. The financial bid shall be accompanied by an item-wise price breakup against each BoQ item, in accordance with the detailed BoQ provided in the Annex. Failure to provide the required breakup may render the bid non-responsive.
7.	9.1	The qualification criteria to establish the supply / production capability of the bidder. <i>see Eligibility Criteria</i>
8.	11.2	Works and Their related documents: <i>See section Required Scope of Work</i>
9.	11.1	Price schedule will be provided according to the format defined and acquired. <i>see section price schedule.</i>
10.	11.4	Specifications: <i>see section of specifications.</i>

11.	11.5 & 13.5	The price shall be Fixed . The bid price shall be adjusted in accordance with Appendix provided - Formula for Price Adjustment.
12.	14.1	Currency of the Bids shall be : PKR
13.	16.1	The Bids/Bid Validity period shall be: 90 Days
14.	17.1	The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in BDS 6
15.	17.2	The Bid Security shall be in the form of:
16.	15.1	Alternative Bids to the requirements of the bidding documents willnot be permitted.
D. Submission of Bids		
17.	18.1 & 21.1	Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following; Procurement Office, 2nd Floor, Faculty Block-2, Comsats University Islamabad, Park Road., Islamabad Capital Territory Bids that are not submitted on EPADS v2.0 shall be disqualified. The deadline for Bids submission is: Monday, October 5, 2026 11:00 AM
E. Opening and Evaluation of Bids		

18.	24.1	The Bids opening shall take place on EPADS v2.0. Day : Monday Date: October 05, 2026 Time : 11:30 AM
19.	30.2	Selection technique adopted will be: Least Cost Based Selection (LCBS) <i>see Evaluation Criteria</i>
F. Award of Contract		
20.	41.1 & 41.2	The Performance guarantee shall: 0%. The Performance Guarantee shall be acceptable in the form of: Nil
21.	45.1	Arbitrator shall be appointed by mutual consent of the both parties.
G. Review of Procurement Decisions		
22.	37	Grievance against this procurement shall be submitted online on EPADS v2.0.

Eligibility Criteria

Bidder's Type	Required Registration
Any	NADRA CITIZENSHIP (CNIC/NICOP) FBR (NTN) FBR (GSTN)

Eligibility Criteria	Document
Declaration Form (Format attached at Annex)	Yes
Active Taxpayer List (ATL) of FBR Status as “Active” in I.T and Compliance Level is 100% in GST	Yes
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	Yes
Compliance with CUI requirement/Specification Blank technical sheet shall be treated as non-compliance and may result in rejection of tender / bid “In the case of civil works, if brand name is not applicable, the vender may ‘tick (✓)’ or write ‘Yes’ for filling the box under the column ‘brand name being offered, if any. (Format Attached at Annex)	Yes
All items must be quoted as demanded in the BOQ, in case of non-compliance the bid shall not be considered/entertained. (undertaking on Letterhead)	Yes

Evaluation Criteria

Least Cost Based Selection (LCBS)

Weightage

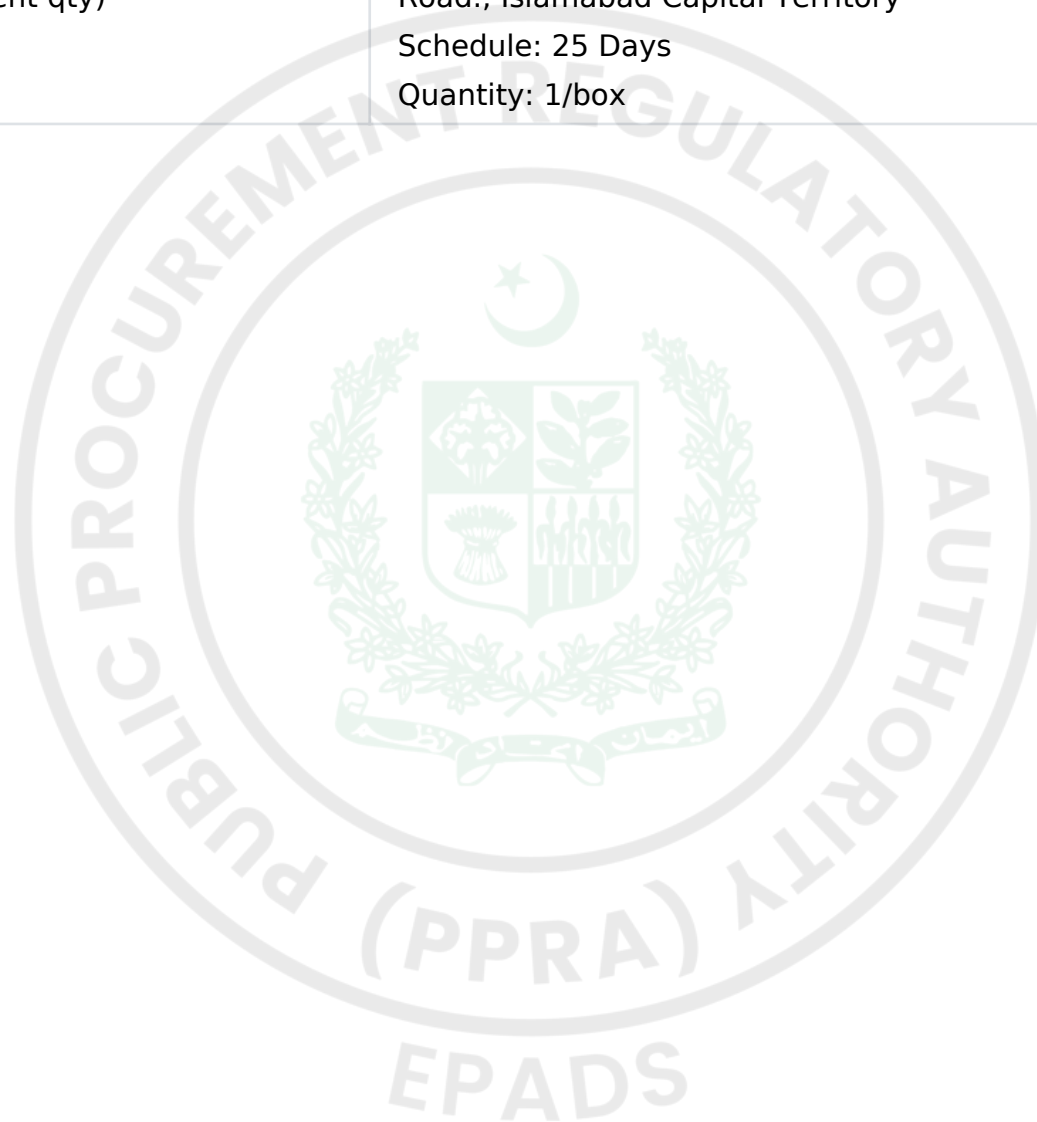
Technical Evaluation %	
100	
Technical Marks	100
Passing Marks	100
Professional Experience	
List of 3 executed/ similar contracts of over Rs.500,000/-each for Different Clients in the last 5 Year (Quantitative)(Doc Required)	100

Jobs/Lots

Jobs Without Lots :

Job	Delivery Schedule	Quantity	Bid Security
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Shifting/Re-installation of Three Existing Security Check Posts Outside the Boundary Wall Along the Nullah Side (01 box= different qty)	Address: Procurement Office, 2nd Floor, Faculty Block-2, Comsats University Islamabad, Park Road., Islamabad Capital Territory Schedule: 25 Days Quantity: 1/box	1/box	30000 PKR
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Related Services :

No



Work Specifications and Market Rates

Jobs Without Lots :

Job: Shifting/Re-installation of Three Existing Security Check Posts Outside the Boundary Wall Along the Nullah Side (01 box= different qty)

Specifications / Requirements:

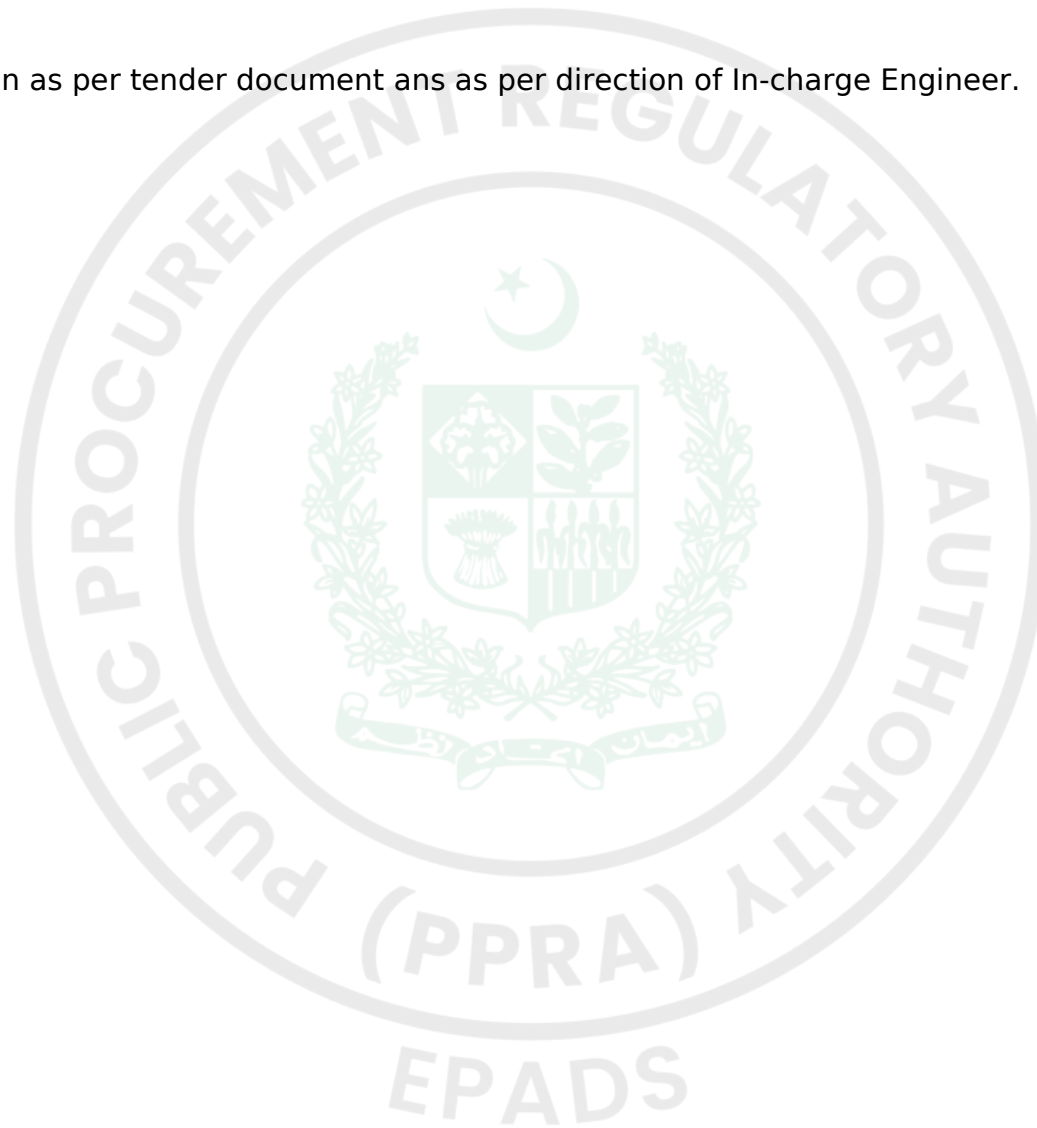
Sr. No	Ref. No.	Description	Unit	Qty	Rate		Amount
1	1	Dismantling and refixing steel security post size 8 feet x 8 feet along nullah including cutting, grinding, welding, bending, paint, stair, railing on stairs and platform, excavation, concrete making good complete as per Direction of engineer incharge.	Job	1	150000	(Rupees one lac fifty thousand only)	150000
2	2	Making steel security available material size 6 feet x 6 feet along nullah available material including cutting, grinding welding, bending, stair, railing on stairs and platform, excavation, concrete making good complete as per direction of engineer incharge.	Job	1	140000	(Rupees one lac forty thousand only)	140000

Sr. No	Ref. No.	Description	Unit	Qty	Rate		Amount
3	3	Providing, making and fixing of fiber glass roof (Canopy), Size 8 feet x 8 feet fiber glass Two (2) ply (approved color), M.S. pipe frame size 1-1/2" x 1-1/2", 16 SWG, including cutting, welding, grinding, bending, fixing, nuts, bolts, screws, nails, and painting etc. complete, as per direction of engineer incharge.	Sft	128	1650	(Rupees one thousand Six Hundred fifty only)	211200
4	4	Providing, making and fixing of fiber glass roof (Canopy), size 10 feet x 10 feet fiber glass Two (2) mm. (approved color), M.S. pipe frame size 3" x 1-1/2", 16 SWG, including cutting, welding, grinding, bending, fixing, nuts, bolts, screws, nails, and painting etc. complete, as per direction of engineer incharg.	Sft	100	1850	(Rupees one thousand eight hundred fifty only)	185000
5	5	Providing, making and fixing of fiber glass roof (Canopy), size 10 feet x 10 feet fiber glass Two (2) mm. (approved color) on existing M.S. pipe frame including cutting, welding, grinding, bending, fixing, nuts, bolts, screws, nails, and painting etc. complete, as per direction of engineer incharg.	Sft	100	1200	(Rupees one thousand Two Hundred only)	120000

Sr. No	Ref. No.	Description	Unit	Qty	Rate		Amount
6	6	Providing, making and fixing of fiber glass roof (Canopy), Size 7 feet x 7 feet fiber glass Two (2) ply (approved color), M.S. pipe frame size 1-1/2" x 1-1/2", 16 SWG, including cutting, welding, grinding, bending, fixing, nuts, bolts, screws, nails, and painting etc. complete, as per direction of engineer incharge.	sft	98	1700	(Rupees one thousand seven hundred only)	166600
						GRAND TOTAL:	Rs972,800.00

Scope of Work

Complete fixing and installation as per tender document and as per direction of In-charge Engineer.



Price Schedule

For Individual Jobs

#	Job Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		





General Conditions of Contract

A. General

1. Definitions

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. “The Contract” means an agreement enforceable by law;

1.1.3. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. “Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. "Party" means the Procuring Agency or the Contractor, as the case may be, and "Parties" means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. "Subcontractor" means any entity to which the Bidder subcontracts any part of the Services.

2. Applicable Law

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. Language

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractor and the Procuring Agency, shall be written in the **English language** unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. Notices

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC.

5. Location

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in SCC.

5.2. A {DOCUMENTS}

6. Authorized Representatives / Authority of Member in charge

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the SCC.

B. Commencement, Completion, Modification, and Termination of Contract

7. Effectiveness of Contract

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.

8. Commencement of Services

8.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

9. Program schedule

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. Starting Date/Expiration Date

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

11. Entire Agreement

11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

12. Modification

12.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. Force Majeure

13.1. Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Contractor and which makes a Contractor's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative

measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. Extension of Time

Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

13.4. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

14. Termination

14.1. By the Procuring Agency

The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2. By the Contractor

The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

C. Obligations of the Contractor

15. General

15.1. Standard of Performance

15.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. Law Applicable to Services

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

16. Conflict of Interests

16.1. Contractor Not to Benefit from Commissions and Discounts

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

16.2. Contractor and Affiliates Not to be Otherwise Interested in Project

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. Prohibition of Conflicting Activities

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC**.

17. Insurance to be Taken Out by the Contractor

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

18. Contractor's Actions Requiring Procuring Agency's Prior Approval

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the **SCC**.

19. Reporting Obligations

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

20. Liquidated Damages

20.1. Payments of Liquidated Damages

The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The

Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC**.

20.3. Lack of performance penalty

If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. Performance Guarantee

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC**.

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC**.

22. Sustainable Procurement

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC**.

D. Contractor's Personnel

23. Description of Personnel

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

24. Removal and / or Replacement of Personnel

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Agency

25. Change in the Applicable Law

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the SCC.

26. Services and Facilities

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

26.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

F. Payments to the Contractor

27. Contract Price

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC.

28. Terms and Conditions of Payment

28.1. Payments will be made to the Contractor according to the payment schedule stated in the SCC and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

29. Quality Control Identifying Defects

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are

found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the SCC.

29.2. A {INSPECTION}

30. Correction of Defects, and Lack of Performance Penalty

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. Settlement of Disputes Amicable Settlement

31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

32. Dispute Settlement

32.1. Arbitration

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.



Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract

Number of GC Clause 1

Definitions

The Procuring Agency is: Comsats University, Islamabad (Islamabad Campus) (Comsats University, Islamabad), Assistant Program Officer Procurement Office, 2nd Floor, Faculty Block-2, Comsats University Islamabad, Park Road., Islamabad Capital Territory

The Supplier is:

The title of the subject procurement is: TN # 759 (EFS # 42524 Shifting Re-installation of Three Existing Security Check Posts Outside the Boundary Wall Along the Nullah Side.

Number of GC Clause 2

Applicable/Governing Law:

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

Number of GC Clause 3

Language:

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English**.

Number of GC Clause 4

Notices:

The addresses for the notices are:

Procuring Agency:

Comsats University, Islamabad (Islamabad Campus) (Comsats University, Islamabad), Assistant Program Officer
Procurement Office, 2nd Floor, Faculty Block-2, Comsats University Islamabad, Park Road., Islamabad Capital Territory
+92-336-552-4334
habibullah@comsats.edu.pk

Contractor/ Bidder:

[Name, address and telephone number]

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

Number of GC Clause 6.1

The Authorized Representatives are:

For the Procuring Agency:

Comsats University, Islamabad (Islamabad Campus) (Comsats University, Islamabad), Assistant Program Officer

Procurement Office, 2nd Floor, Faculty Block-2, Comsats University Islamabad, Park Road., Islamabad Capital Territory

+92-336-552-4334

habibullah@comsats.edu.pk

For the Bidder:

Name:

Designation:

Address:

Number of GC Clause 7

Effectiveness of the contract

The Contractor/Bidder shall be effective within days from the date of signature of the Contract by both parties

Number of GC Clause 8

Commencement of Contract:

The Contractor/Bidder shall provide Non-Consultancy Services from the effective date of contract.

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be

Number of GC Clause 14

Termination

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.

Number of GC Clause 16

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17.

Number of GC Clause 20

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.01% to 10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

Performance Guarantee:

The amount of performance guarantee shall be **0%** of the contract price in acceptable form of **Nil**

Number of GC Clause 27

Currency of Payment:

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

Number of GC Clause 28

Payment terms:

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

Number of GC Clause 29

Identifying Defects:

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

Inspections & Tests Requirements

For being Brand New, bearing relevant reference numbers of the equipment (Certificate from supplier)
(Where applicable)

For Physical Fitness having No Damages (Certificate from supplier)

For successful operation at site after complete installation, testing and commissioning of the equipment
(Installation, Testing and Commissioning Report by Procurement Committee / Inspection Team)

Delivery & Documents

Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;

Copies of the packing list identifying contents of each package;

Manufacturer's or Supplier's Valid Warranty Certificate; (Where applicable)

Number of GC Clause 31

Following is the guidance for Dispute Resolution

- i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract... (full clause unchanged)
- ii. At future of negotiation the dispute shall be resolved through mediation...
- iii. At failure of mediation, arbitration under Arbitration Act 1940...
- iv. Cost sharing equally...
- v. Proceedings may commence before/after completion...

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder shall be referred to arbitration under the laws of Pakistan including Arbitration Act 1940.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place shall be Islamabad. The award shall be final and binding.



Bid Securing Declaration

Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.: **P109729**

To: **Comsats University, Islamabad (Islamabad Campus) (Comsats University, Islamabad), Assistant Program Officer Procurement Office, 2nd Floor, Faculty Block-2, Comsats University Islamabad, Park Road., Islamabad Capital Territory**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
2. Disagreement to arithmetical correction made to the Bid price; or
3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.



Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the ____ day of _____ 20____ between **Comsats University, Islamabad (Islamabad Campus) (Comsats University, Islamabad), Assistant Program Officer Procurement Office, 2nd Floor, Faculty Block-2, Comsats University Islamabad, Park Road., Islamabad Capital Territory**

(hereinafter called “the Procuring Agency”) of the one part and [name of Bidder] of [city and country of Bidder] (hereinafter called “the Bidder”) of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **TN # 759 (EFS # 42524 Shifting Re-installation of Three Existing Security Check Posts Outside the Boundary Wall Along the Nullah Side. (P109729)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency’s Letter of Acceptance; and

8. [add here: any other documents]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

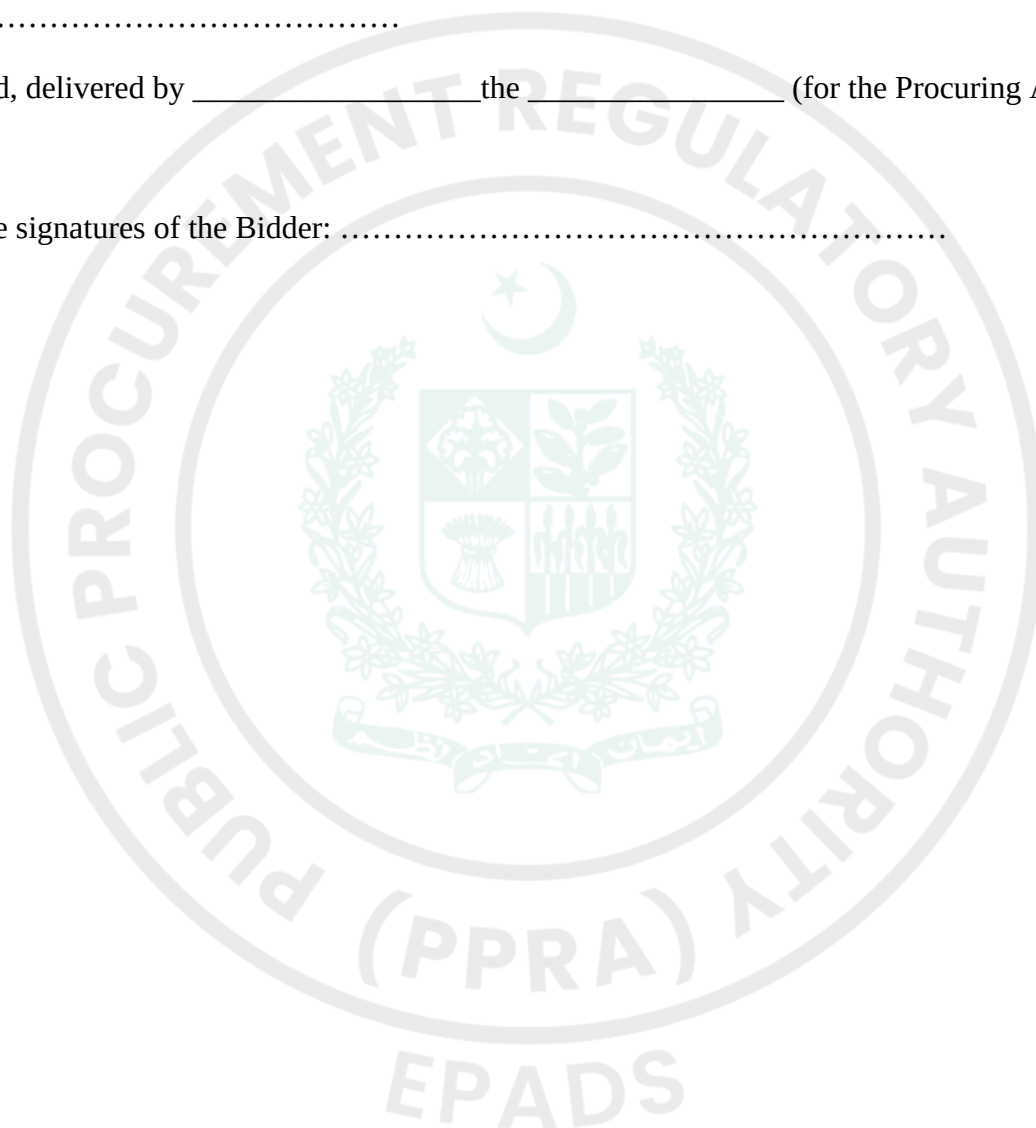
Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder:





Integrity Pact

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract

Number: Contract

Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.



Performance Guarantee Form

Performance Guarantee Form

To: **Comsats University, Islamabad (Islamabad Campus) (Comsats University, Islamabad), Assistant Program Officer Procurement Office, 2nd Floor, Faculty Block-2, Comsats University Islamabad, Park Road., Islamabad Capital Territory**

WHEREAS *[name of Bidder]* (hereinafter called “the Bidder”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Goods (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

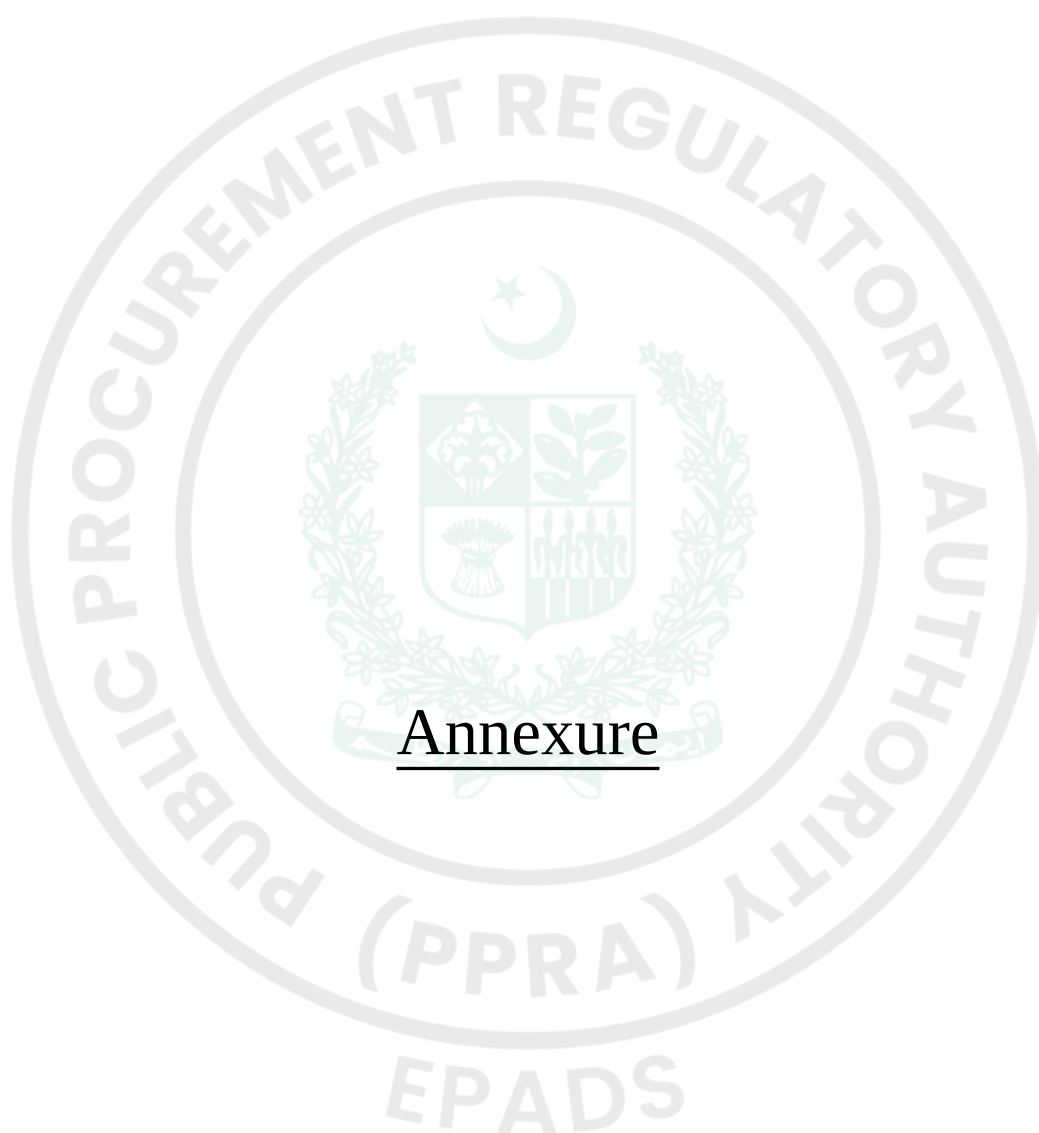
Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]





Annexure

General Terms and Conditions

(i) Reference Clause 13.5 of the Bid Data Sheet (BDS), the Price Adjustment is not applicable. No claim shall be entertained in this regard.

(ii) No advance payment to the vendor/contractor is applicable.

(iii) If there is a conflict between the tender documents created by EPADS version 2.0 and the tender documents annexed here by the procuring agency (CUI), then the tender documents of the procuring agency (CUI), shall supersede.

(iv) All the annexes are integral parts of the tender documents.

Information (Read-Only)

See Form Under Additional Forms and Documents: **General Terms and Conditions** (page number: 77)





Procurement Forms







Additional Forms and Documents

Shifting/Re-installation of Three Existing Security Check Posts Outside the Boundary Wall Along the Nullah Side

759 (EFS # 42524)

Key Points

Table # 1

S.N	Detail	Specification
1.	Validity of Bid	90 Days from the date of Closing of Bids
2.	Award of Contract / W.O	Consolidated Basis
3.	Delivery Time	25 Days from the date of issuance of W.O
4.	Delivery Location (Arrangement of Labor included in the cost)	Store Section -Entry through Gate 3, behind Main Library Building. Store (Contract No 051-9049-6035)
5.	Job Location (Arrangement of Labor included in the cost)	CUI Islamabad Campus Gate # 1 and 3
6.	Repair and Maintenance Period:	It is mandatory for the bidder that the bidder shall provide free of cost repair and maintenance of executed work for 06 months from the date of contract completion (in case of any fault/damage)
7.	Retention money	10% Retention money of the total invoice cost will be withheld / retained from the invoice for the period of maintenance period i.e 06 months.

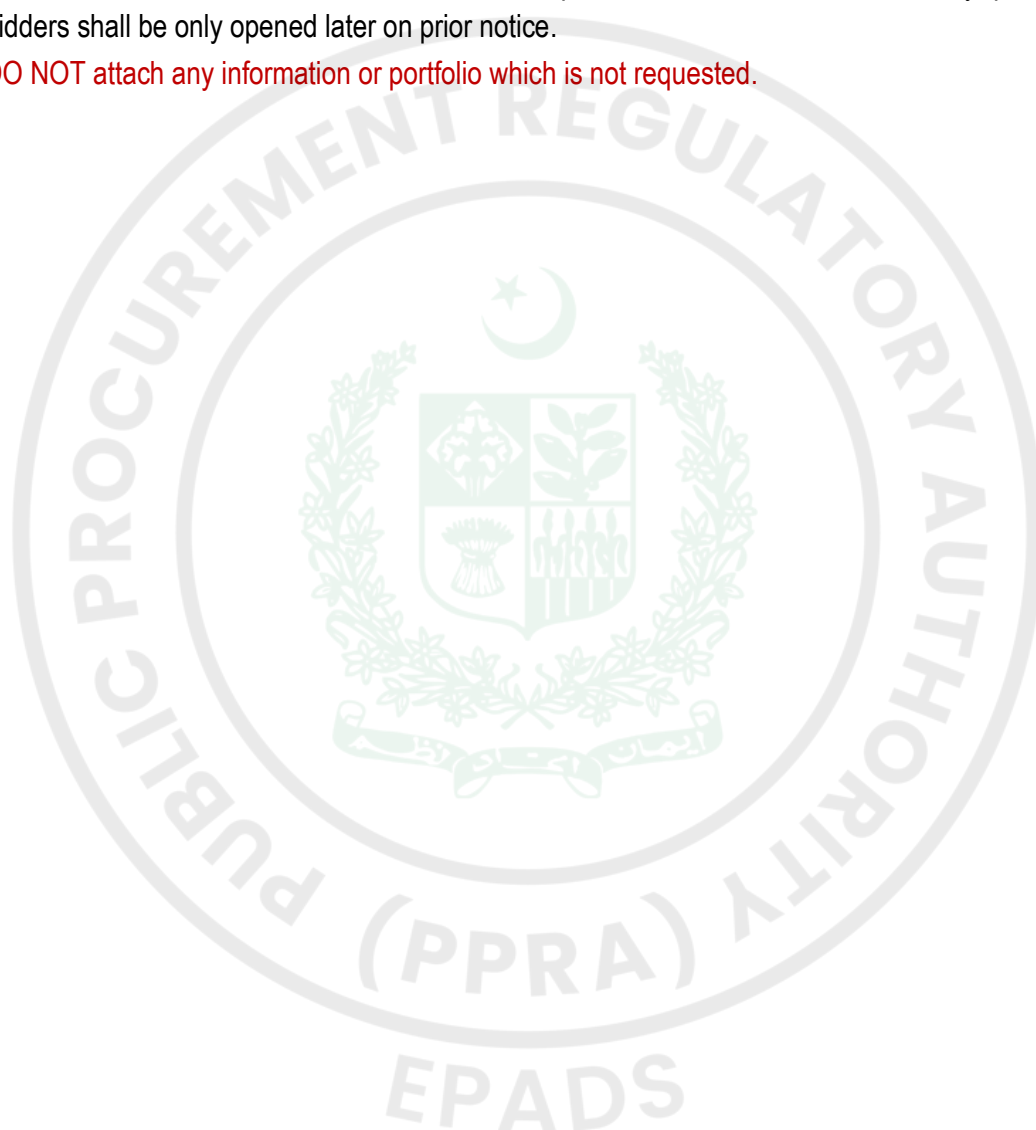
Technical Evaluation Criteria:

Table # 2: Mandatory Requirements:

Detail		Criteria	Envelope
1.	Declaration Form	Mandatory	Technical Bid
2.	Active Taxpayer List (ATL) of FBR Status as "Active" in I.T and Compliance Level is 100% in GST	Mandatory	
3.	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	
4.	Compliance with CUI requirement/Specification Blank technical sheet shall be treated as non-compliance and may result in rejection of tender / bid "In the case of civil works, if brand name is not applicable, the vender may 'tick (✓)' or write 'Yes' for filling the box under the column 'brand name being offered, if any.'"	Mandatory	
5.	Professional Experience List of 3 executed/ similar contracts of over Rs.500,000/- each for Different Clients in the last 5 Year	100 Marks	

6.	All items must be quoted as demanded in the BOQ, in case of non-compliance the bid shall not be considered/entertained (Undertaking on letter head pad).	Mandatory
----	--	------------------

- Failing in any of the mandatory requirements shall disqualify the bidder from the bidding process.
- After evaluation of bidders in technical evaluation process, financial bids of technically qualified bidders shall be only opened later on prior notice.
- **DO NOT attach any information or portfolio which is not requested.**



FINANCIAL PROPOSAL

(On Company's Letterhead)

Ref No:

NTN:

Date:

GST:

Shifting/Re-installation of Three Existing Security Check Posts Outside the Boundary Wall Along the Nullah Side

SN	Specification	Qty	Unit Price (GST Excl)	GST Amount (If any)	Unit Price (GST Incl)	Total Cost (GST Incl)
1.	Dismantling and refixing steel security post size 8 feet x 8 feet along nullah including cutting, grinding, welding, bending, paint, stair, railing on stairs and platform, excavation, concrete making good complete as per Direction of engineer incharge.	1 Job.				
2.	Making steel security available material size 6 feet x 6 feet along nullah available material including cutting, grinding welding, bending, stair, railing on stairs and platform, excavation, concrete making good complete as per direction of engineer incharge.	1 Job.				
3.	Providing, making and fixing of fiber glass roof (Canopy), Size 8 feet x 8 feet fiber glass Two (2) ply (approved color), M.S. pipe frame size 1-1/2" x 1-1/2", 16 SWG, including cutting, welding, grinding, bending, fixing, nuts, bolts, screws, nails, and painting etc. complete, as per direction of engineer incharge.	128 Sft.				
4.	Providing, making and fixing of fiber glass roof (Canopy), size 10 feet x 10 feet fiber glass Two (2) mm. (approved color), M.S. pipe frame size 3" x 1-1/2", 16 SWG, including cutting, welding, grinding, bending, fixing, nuts, bolts, screws, nails, and painting etc. complete, as per direction of engineer incharge.	100 Sft.				

5.	Providing, making and fixing of fiber glass roof (Canopy), size 10 feet x 10 feet fiber glass Two (2) mm. (approved color) on existing M.S. pipe frame including cutting, welding, grinding, bending, fixing, nuts, bolts, screws, nails, and painting etc. complete, as per direction of engineer incharge.	100 Sft.				
6.	Providing, making and fixing of fiber glass roof (Canopy), Size 7 feet x 7 feet fiber glass Two (2) ply (approved color), M.S. pipe frame size 1-1/2" x 1-1/2", 16 SWG, including cutting, welding, grinding, bending, fixing, nuts, bolts, screws, nails, and painting etc. complete, as per direction of engineer incharge.	98 Sft.				
Total Cost (Inclusive of GST)						

- The bid is submitted without any conditions.
- All the terms and conditions set forth by COMSATS University Islamabad in this tender are acceptable unconditionally, including **bid validity, delivery time.**
 - Interested bidder may visit during office hours (9 AM to 5 PM) In case of any query may contact the focal person, namely Mr. Zia-ur-Rehman, contact no, 03456979567 & 0333-5130297 & Zaki ul Hassan Contact no 0334-5464232.

Name of Authorized Person: _____

Date: _____

Signature _____

Official Company Seal: _____

Technical Compliance Performa

(On Company's Letterhead)

Ref No: _____

NTN: _____

Date: _____

GST: _____

Shifting/Re-installation of Three Existing Security Check Posts Outside the Boundary Wall Along the Nullah Side

SN	Specification	Compliance	Non-Compliance	Higher if any
1.	Dismantling and refixing steel security post size 8 feet x 8 feet along nullah including cutting, grinding, welding, bending, paint, stair, railing on stairs and platform, excavation, concrete making good complete as per Direction of engineer incharge.			
2.	Making steel security available material size 6 feet x 6 feet along nullah available material including cutting, grinding welding, bending, stair, railing on stairs and platform, excavation, concrete making good complete as per direction of engineer incharge.			
3.	Providing, making and fixing of fiber glass roof (Canopy), Size 8 feet x 8 feet fiber glass Two (2) ply (approved color), M.S. pipe frame size 1-1/2" x 1-1/2", 16 SWG, including cutting, welding, grinding, bending, fixing, nuts, bolts, screws, nails, and painting etc. complete, as per direction of engineer incharge.			
4.	Providing, making and fixing of fiber glass roof (Canopy), size 10 feet x 10 feet fiber glass Two (2) mm. (approved color), M.S. pipe frame size 3" x 1--1/2", 16 SWG, including cutting, welding, grinding, bending, fixing, nuts, bolts, screws, nails, and painting etc. complete, as per direction of engineer incharge.			
5.	Providing, making and fixing of fiber glass roof (Canopy), size 10 feet x 10 feet fiber glass Two (2) mm. (approved color) on existing M.S. pipe frame including cutting, welding, grinding, bending, fixing, nuts, bolts, screws, nails, and painting etc. complete, as per direction of engineer incharge.			

6.	Providing, making and fixing of fiber glass roof (Canopy), Size 7 feet x 7 feet fiber glass Two (2) ply (approved color), M.S. pipe frame size 1-1/2" x 1-1/2", 16 SWG, including cutting, welding, grinding, bending, fixing, nuts, bolts, screws, nails, and painting etc. complete, as per direction of engineer incharge.			
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Note:

- The bid is submitted without any conditions.
- All the terms and conditions set forth by COMSATS University Islamabad are acceptable unconditionally, including **bid validity and delivery time**.
- Interested bidder may visit during office hours (9 AM to 5 PM) In case of any query may contact the focal person, namely Mr. Zia-ur-Rehman, contact no, 03456979567 & 0333-5130297 & Zaki ul Hassan Contact no 0334-5464232.

Name of Authorized Person:

Date:

Signature

Official Company Seal:

General Terms & Conditions of the Tender

- i. 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.
 - g) **Must** ensure the quality of work is done as per standard and satisfaction up to the acceptance of CUI. In case of failure, **5% to 10%** of the ordered value shall be deducted from the invoice

Validity of Bids:

- i. The Bid shall remain valid as mentioned in **Table 1** of the tender document.
- 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 or 01 Year.**

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.

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, bid security as specified in **Table 1** of the tender document. 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
 - b. Pay Order
- v. A 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. 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.
- ix. **The bid security** of the bidder shall be forfeited and may also impose a ban from business with it for a period of 6 months or 01 year. if the bidder:
 - a. Requests for withdrawal of his bid during the evaluation process.
 - b. Does not accept the correction of arithmetic errors in its bid.
- iii. **The bid security** of the successful bidder shall be forfeited and may also impose a ban from business with it for a period of 6 months or 01 year. if the bidder:
 - a. Fails to accept the work order/sign the contract agreement after announced as successful Bidder.
 - b. Fails to comply with the requirement of the bid and contract

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.
- ii. 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.

- iii. The bidder who had either already submitted their bid or handed over the bid to the **e 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.
- iv. **Delays** in the mail or courier, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place in time. It shall be the bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail to the concerned Office

Opening of Bids:

- i. CUI shall open all bids through EPADS 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 as evidence of their presence.

Influencing the evaluation process:

- i. No Bidder shall contact CUI on any matter relating to 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.

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:

- a. 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.
 - b. If there is a discrepancy between words and figures, the amount in words shall prevail.
- vii. CUI may waive any minor non-conformity, 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 non-conformity is one that is merely a matter of form and not of substance. It also pertains to some immaterial deficiency in a Bid or variation of a bid from the exact requirements of the tender document that can be corrected or waived without being prejudicial to other bidders. The deficiency is immaterial when the affect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired. CUI shall either give the bidder an opportunity to correct any deficiency 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. Deficiency in 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 non-conformity.

Notification of Evaluation Reports:

- i. The evaluation report shall be notified through EPADS.

Corrupt or Fraudulent Practices & Blacklisting:

- i. The bidders shall be required to observe the highest standard of ethics during the procurement and execution of contracts. For the purpose of this provision, the terms set forth below are defined as under:
 - 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;
 - 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 had 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. If it at any time, CUI determines that the firm has engaged in corrupt, fraudulent, or collusive practices in competing for, or in executing the contract, it shall sanction/ban a bidder/firm/company, in accordance with prevailing Blacklisting procedures under Federal Public Procurement Rules.

Right to Accept or Reject Bids:

- i. Under PPRA Rule 33(1), CUI may reject bids or proposals at any time prior to the acceptance of a bid or proposal, without incurring any liability to the bidder(s).

Award of Contract:

- iv. After scrutiny of all bidding documents, the final evaluation report shall be uploaded to EPADS, and the work order/purchase order shall be issued on the basis of most advantageous bid as mentioned in **Table 1** of the tender document.
- 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.

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, CUI will promptly notify the unsuccessful bidder(s) and will release its bids security.
- iii. **Quantity/** items may increase/Decrease as per CUI requirements subject of availability of funds.
- iv. **The contractor** will be legally bound and obligated towards terms & conditions of contract be those specified and established in Supply Order/Contract Agreement and determined latter by the CUI in lieu of performance and execution of contract and/or liquidate damages subject to exception of circumstances invoked and enforced by the situation of **"Force Majure"**.

Delivery Information:

- i. The supply shall be made to CUI as mentioned in **Table 1** of the tender document.
- ii. In case of delay in delivery, the vendor may submit a written request for extension in delivery time, giving valid justification with proof.
- iii. **CUI** may extend the delivery time and installation according to the reason of delay with the condition of deductions in percentage **(0.01 per day upto a maximum of 10%)** from the total bill as penalty. 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 period of **six months to one year**.
- iv. CUI may reject the request for extension, 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 period of six months.
- v. **Vendor** may ensure the delivered equipment shall be brand new including all necessary accessories, otherwise delivery shall not be accepted.
- vi. The supply shall be made to CUI as mentioned in **Table 1** of the tender document.
- vii. The bills along with delivery challan (duly signed by authorized official of CUI) shall be submitted to the Procurement Office for further necessary payment process. Any deficiency in bill/supporting documentation shall be removed by the vendor.
- viii. Any defective item(s) shall be replaced by the vendor during the warranty period, free of cost, within one-week is time. In case of failure to supply the specific item, CUI shall purchase the item on risk and cost of the supplier, to be deducted from the bidder's bid security or performance guarantee.
- ix. Payment shall be made as per actual quantity delivered & accepted to CUI.
- x. Samples are mandatory where specifically demanded and bid without samples shall be considered non-responsive. No sample(s) shall be accepted after the closing date of the tender. Sample(s) other than the demanded item(s) shall not be considered.
- xi. After technical evaluation of bids, sample(s) provided by bidders may be picked up from the procurement section within 30 days from the date of technical bid evaluation announcement. Failure on the part of the bidder(s) to collect his samples within the stipulated time shall allow CUI to dispose-off the samples.
- xii. **In** cases lowest evaluated bidder refuses or fails to supply the item(s)/execute the work within the deadline(s), the Work Order may be offered to the next lowest bidder provided that the difference between the 1st lowest bidder and 2nd lowest bidder (2nd-1st) is less than or equal to the earnest money (General Economic Principle). Same principle for 3rd, 4th lowest bidders and so on.

For Services Information:

- i. All services payment shall be released on the completion of the particular service with the provision of evidence/ completion document that the awarded work has been performed successfully.
- ii. Services should be provided within the defined timeline given in the tender document or as per the project needs.

Legal Document

- i. The Tender document and Contract agreement/Work Order/Purchase Order altogether shall have legal binding on all bidders.



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:

- a) I understand that by inserting any condition in my bid consciously or unconsciously shall automatically disqualify me from the bidding process.
- b) By altering/adding/deleting any point, clause, condition in the documents provided shall automatically disqualify me from the bidding process.
- c) All the information furnished by me here-in is correct.
- d) I have no objection if enquiries are made about the work listed by me/us in the accompanying sheets /annexure.
- e) I agree that the decision of CUI in selection shall be final and binding to me.
- f) I have read the instructions appended to the proforma and I understand that if any false information in the document is noticed at a later stage, CUI is at liberty to act in a manner in accordance with the applicable rules and terms & conditions of the tender, 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 of six months.

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)	