Standard Bidding Document

TN-778 EFS # 85609 HIRING OF HIGH-CAPACITY FULLY ELECTRIC BUSES WITH DRIVERS & HELPERS
(Non-Consultancy Services)

National

Single Stage-Two Envelope

November 10, 2026

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PROCUREMENT NOTICE

PROCUREMENT OF NON-CONSULTANCY SERVICES

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-778 EFS # 85609 HIRING OF HIGH-CAPACITY FULLY ELECTRIC BUSES WITH DRIVERS & HELPERS***"* with the reference of **"P181686"**

2. The **Comsats University, Islamabad (Islamabad Campus) (Comsats University, Islamabad)** invites Bids through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Non-Consultancy Services.

3. **Single Stage-Two Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Least Cost Based Selection (LCBS)**Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, and Instructions issued by the Authority (from time to time).

4. All Bids must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order, Demand Draft** or Bid Securing Declaration on the prescribed format described.

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/181686**.

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 **Thursday, November 26, 2026 11:00 AM**. E-bids will be opened on the same day at **Thursday, November 26, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendors 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 65 of Public Procurement Rules, 2026 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at (**www.ppra.gov.pk**).

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Instructions to Bidders

A. Introduction

1. **Scope of Bids**

1.1. The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids through **EPADS v2.0** for the provision of Non-Consultancy Services as specified in the BDS and **in Section Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. **Single Stage-Two Envelope** procedure of the open competitive method shall be used. The successful Bidders will be expected to provide the services within the specified period and timeline(s) as stated in the **BDS**.

2. **Source of Funds**

2.1. Source of funds is referred in Clause-1 of Procurement Notice.

3. **Fraud & Corruption**

3.1. As defined under Rule 2(1)(x) of Public Procurement Rules, 2026.

4. **Eligible Bidders**

4.1. A bidder shall be eligible to participate in a procurement process, if it—

4.1.1. possesses the technical competence, financial resources, equipment and other physical facilities, personnel, managerial capability, experience and past performance necessary to complete the procurement contract,

4.1.2. has the legal capacity to enter into a procurement contract;

4.1.3. has not been declared bankrupt or, in the case of company or firm, insolvent or being wound up and its activities or affairs are suspended by a Competent Authority or by the Court of law;

4.1.4. is not under any legal proceedings which may result in bankruptcy or any other situation entailing the total or partial loss of the right to administer and dispose of the property;

4.1.5. has not been convicted by a final judgment of a Court of Law,

4.1.6. is not blacklisted by the procuring agency or cross-debarred by the Authority at the time of the submission of bid;

4.1.7. is not blacklisted or debarred at the time of the submission of bid by an international financial institution, international organizations, or other multilateral development Bank for the period defined by them; and

4.1.8. is not convicted in the case of a company, its owners and beneficial owners, directors or officers of a criminal offence related to-

4.1.8.1. its professional conduct; or

4.1.8.2. a prohibited practice within the period specified in the tender documents and has not, or in the case of a company, its owners and beneficial owners, directors or officers have not, been debarred from a procurement process in Pakistan.

4.2. Except as permitted under the Ordinance, rules and regulations, the procuring agency shall not establish a criterion for eligibility of a bidder that-

4.2.1. discriminates against or among a bidder or against categories of bidders; or

4.2.2. is not required for the performance of the procurement contract; or

4.2.3. is not related to the avoidance of management of legal, reputational or economic risk to the procuring agency unless it is in the national interest to do so, and the criteria is set out in the bidding documents.

5. **Qualification of the Bidder**

5.1. All Bidders shall provide Bid Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

B. Bidding Documents

6. **Contents of Standard Bidding Document**

6.1. The Services required, bidding procedure, and terms and conditions of the contract are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document which should be read in conjunction with any addendum issued in accordance with **ITB 6.1** include:

Section I -Invitation to Bid
Section II Instructions to Bidders (ITB)
Section III Bid Data Sheet (BDS)
Section IV Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.
Section V Fraud & Corruption
Section VI General Conditions of Contract (GCC)
Section VII Special Conditions of Contract (SCC)
Section VIII Contract Forms

6.2. The Bidder is expected to examine all instructions, requirements, forms, terms and specifications in the bidding documents. Failure to furnish all the information required in the bidding document will be at the Service provider’s risk and may result in the rejection of his bids.

7. **Clarifications**

7.1. Clarifications of the bidding documents may be requested in writing through EPADS v2.0 by any bidder up to three days prior to the deadline for the submission of bids.

The procuring agency shall respond promptly and in writing to any request by a bidder for clarification of the bidding documents and, in any event, no

later than two days prior to the deadline for the submission of bids or proposals.

Responses to requests for clarification shall be communicated simultaneously and in writing to all bidders participating in the procurement proceedings.

No bidder shall be allowed to alter or modify his bid after the bids have been opened however, the procuring agency may seek and accept clarification to the bid that do not change the substance of the bid, through EPADS v2.0.

7.2. Procuring Agency's response will be uploaded on the EPADS v2.0, including a description of the inquiry.

7.3. 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 8 .**

7.4. 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 bidder(s) may request clarification(s) regarding the schedule of requirements, the Evaluation Criteria or any other aspects of the bidding document.

7.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS v2.0. Any modification to the bidding document that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to **ITB 8** .

7.6. To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its bid including breakdown of prices, through EPADS v2.0. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered.
No change in the prices or substance of the bid shall be sought, offered, or

permitted.

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

7.6.1. evaluation & qualification criteria;

7.6.2. required scope of work or specifications;

7.6.3. all securities requirements;

7.6.4. tax requirements;

7.6.5. terms and conditions of bidding documents; and

7.6.6. change in the ranking of the bidders.

From the time of bid(s) opening to the time of contract award, if any bidder wishes to contact the procuring agency on any matter related to the bid, it should do so in writing or through electronic form that provides record of the content of communication.

8. **Amendment of Bidding documents**

8.1. Before the deadline for submission of bids, the procuring agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addendum.

8.2. Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document pursuant to **ITB 8 .1** shall be uploaded on EPADS v2.0 as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the **BDS**:

Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.

8.3. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring

Agency may, at its discretion, extend the deadline for the submission of bids after record reason in writing:

Provided that the Procuring Agency shall extend the deadline for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

C. Preparation of Bids

9. Documents Constituting the Bids

9.1. The bids prepared by the bidders shall constitute the following components: -

9.1.1. Forms of bid and Bid Prices completed in accordance with ITB 10 and 11;

9.1.2. Documentary evidence established in accordance with ITB 8 that services to be provided by the bidder are eligible services, and conform to the bidding documents;

9.1.3. Documentary evidence established in accordance with ITB 9 that the bidder is eligible and/or qualified for the subject bidding process;

9.1.4. Documentary evidence established in accordance with ITB 9.3 that the bidder has been authorized to provide the services;

9.1.5. Bid security or Bids Securing Declaration furnished in accordance with ITB 14; and

9.1.6. Any other document required in the BDS.

10. **Documents Establishing Eligibility of the Services and Conformity to bidding documents**

10.1. To establish the conformity of the Non-Consulting Services to the Bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the requirements.

10.2. Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive.

11. **Documents Establishing Eligibility and Qualification of the Bidder**

11.1. Pursuant to ITB 8, the bidder shall furnish, as part of itsbid, 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 bids shall establish to the satisfaction of the procuring agency that the bidder, at the time of submission of its bid, is from an eligible country.

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

11.3.1. the bidder has the financial, technical, provisions of services and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS.

11.3.2. that the bidder meets the qualification criteria listed in the Bids Data Sheet.

12. **Form of Bid**

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

13. **Bids Prices**

13.1. The Bids Prices quoted by the bidder in the Forms of Bid and in the price schedule shall conform to the requirements specified or exclusively mentioned hereafter in the bidding document.

13.2. All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced and neither explicitly mentioned, their prices shall be construed

to be included in the prices of other items.

13.3. The Bid price to be quoted in the Forms of Bid in accordance with ITB 10 shall be the total price of the bid, excluding any discounts offered.

13.4. The bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price of the services, it proposes to provide under the contract.

13.5. Prices quoted by the bidder shall be fixed during the currency 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 28, unless otherwise price adjustment is permissible under Conditions of the Contract.

14. **Price Adjustment**

14.1. Price adjustment shall not be applicable on the contract with less then 12 months period.

14.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services upto maximum 15% on annual basis.

14.3. **Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government's minimum wage notification, subject to the condition that clause 11.2 shall not be applicable in that case.**

15. **Bids Currencies**

15.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS.

16. **Bid Validity Period**

16.1. Bid(s) shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

17. **Bid Security or Bid Securing Declaration**

17.1. Unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, in the amount and currency specified in the BDS or Bid Securing Declaration on the format provided in Form 9 The scanned copy of the Bids Security shall be uploaded in the EPADS v2.0 while submitting bid, whereas the original forms of Bid Security shall be submitted to the procuring agency before the bid submission deadline. The bidder who failed to submit the original bid security before the submission deadline shall be disqualified straightaway.

17.2. The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder’s conduct which would warrant the security’s forfeiture, pursuant to ITB 14.5

17.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in 14.5 are invoked.

17.4. Unsuccessful Bidders’ Bid Security will be discharged or returned as promptly as possible after the award of contract, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to ITB 13. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, whichever of the following that occurs earliest:

17.4.1. the expiry of the Bid Security;

17.4.2. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the bidding document;

17.4.3. the rejection by the Procuring Agency of all Bids;

17.4.4. the withdrawal of the Bid prior to the deadline for the submission of bids, unless the bidding document stipulate that no such withdrawal is permitted.

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

17.5.1. if a bidder:

17.5.1.1. withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the bidder in the Forms of Bid, except as provided for in the ITBs; or

17.5.1.2. does not accept the correction of errors pursuant to ITB 23; or

17.5.2. in the case of a successful bidder fails:

17.5.2.1. **to sign the contract in accordance with ITB 32; or**

17.5.2.2. **to furnish Performance Guarantee in accordance with ITB 33.**

17.6. **The bid security shall be valid for a period specified in BDS. Bids with shorter bid security validity period shall be rejected straight away.**

18. **Alternative Bids by Bidders**

18.1. Alternatives will not be considered, unless specifically allowed for in the BDS.

18.2. When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS and the method of evaluating different time schedules will be described in Section V, Evaluation and Qualification Criteria.

19. **Withdrawal, Substitution, and Modification of Bids**

19.1. Before Bids submission deadline, any bidder may withdraw, substitute, or modify his bid after it has been submitted.

20. **Format and Signing of Bids**

20.1. The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through EPADS v2.0.

D. Submission of Bids

21. **Submission of Bids through EPADS v2.0 before Dead deadline**

21.1. The Technical and Financial Bids as the case may be, shall be submitted in the due portion of the EPADS v2.0, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.

21.2. The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8. In such a case, all rights and obligations of the Procuring Agency and the Bidders that were previously subject to the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

22. **Opening & Evaluation of Bids by the Procurement Cell**

22.1. As per Rule 10 of Public Procurement Rules, 2026
(PA to establish a Procurement Cell which shall carryout procurements a per Rule 10 of Public Procurement Rules, 2026)

23. **Opening & Evaluation of Bids by the Bid Evaluation Committee**

23.1. As per Rule 11 of Public Procurement Rules, 2026
(PA to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements with an estimated value up to two billion rupees)

24. **Third Party Validation**

24.1. **In compliance with Rule 12** of Public Procurement Rules, 2026, the third-party validation committee or firm shall validate all procurements above five hundred million and up to two 2 billion rupees. The third-party validation shall be conducted at specifications, bidding documents preparation, technical (if any) & final evaluation stages.

25. **External Bid Evaluation Committee**

25.1. **As per Rule 13 of Public Procurement Rules, 2026,** procurements with an estimated value above two billion rupees shall be opened and evaluated by the Procuring Agency's notified External Bid Evaluation Committee.

26. **Opening of Bids**

26.1. The Procuring Agency will open all bids through EPADS, in the presence of bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign attendance sheet as proof of their attendance.

26.2. The bids shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (b) the presence of a bid security, if required; and (c) any other details as the procuring agency may consider appropriate.

26.3. No bid will be rejected at the time of bid opening except for bids whose bid security has not been provided to the procuring agency before submission deadline**.**

26.4. The procuring agency shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and the bid price, if applicable.

27. **Confidentiality**

27.1. 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 person(s) not officially concerned with such process, until the time of the announcement of the respective evaluation report.

27.2. Any effort by a bidder to influence the procuring agency processing of bids or award decision may result in the rejection of his bid.

28. **Preliminary Examination of Bids**

28.1. Prior to the detailed evaluation of bids, the procuring agency will determine whether each bid:

28.1.1. meets the eligibility criteria defined in **ITB 3**;

28.1.2. has been prepared as per the format and contents defined by the procuring agency in the bidding document;

28.1.3. is accompanied by the required securities; and

28.1.4. is substantially responsive to the requirements of the bidding document.

28.2. The procuring agency will confirm that the documents and information specified under **ITB 7,8 and 9** have been provided in the bids. 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.

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

29. **Examination of Terms and Conditions, Technical Evaluation**

29.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **ITB 21,** to confirm that all requirements specified in **Section V – Evaluation Criteria, Technical Specifications and Schedule of Requirements**,prescribed inthe bidding document have

been met without material deviation or reservation.

29.2. If after the examination of the terms and conditions and the technical evaluation, the procuring agency determines that the bid is not substantially responsive in accordance with **ITB 21,** it shall reject the bids.

30. **Correction of Errors**

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

30.1.1. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the procuring agency 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;

30.1.2. 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

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

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

30.2. The amount stated in the bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 14.**

31. **Conversion to Single Currency**

31.1. As per Rule 42(2) of Public Procurement Rules, 2026.

32. **Evaluation of Bids**

32.1. The procuring agency shall evaluate bids in accordance with Rule 42 of Public Procurement Rules, 2026 and compare only those bids determined to be substantially responsive, pursuant to **ITB 21.**

32.2. In evaluating the Technical Bids of each Bidder, the Procuring Agency shall apply the evaluation criteria and methodologies specified in the **Bid Data Sheet (BDS)** and in accordance with the Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.

32.3. **In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS. However, in no case the rates shall be higher than the original financial bids.**

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

32.4.1. 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;

32.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 30;**

32.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 31**;

32.6. 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.

32.7. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a successful 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.**

33. **Determination of Most Advantageous Bids**

33.1. Selection technique will be adopted for determining the Successful Bid in accordance with the criteria referred in the **BDS** or prescribed in the separate section titled as Evaluation Criteria.

34. **Abnormally Low Financial Bids**

34.1. Subject to sub-rule (2), a procuring agency may, in the procurement of goods, works and services, reject a bid if it has determined that the price, in combination with other constituent elements of the bid, is abnormally low in relation to the subject matter of the procurement such that it raises material concerns on the part of the procuring agency as to the ability of the bidder to perform the procurement contract satisfactorily for the offered price.

34.2. A procuring agency shall not reject a bid as abnormally low under sub-rule (1) unless the procuring agency—

34.2.1. requested through EPADS from the bidder a written clarification of bid, including a detailed price analysis of its bid price in relation to the subject matter of the procurement contract, scope, methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding documents; and

34.2.2. having taken into account the information provided by the bidder in response to a request under clause (a) and the information included in the bid, the procuring agency determines that the bidder has failed to demonstrate its ability to perform the procurement contract satisfactorily against the offered price.

34.3. The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision. The procuring agency may reinitiate the bidding process after communication of such decision.

34.4. Every abnormally low bid shall be investigated in order to determine the reason for submitting the bid including whether the bid was submitted in order to remove other bidders from competition.

34.5. In case it is established after investigation that the bidder submitted an abnormally low bid to remove other bidders from competition or to frustrate the bidding process, the procuring agency may blacklist the bidder in accordance with Rule 25(1)(d).

35. **Rejection of Bids**

35.1. As per Rule 45 of Public Procurement Rules, 2026

36. **Cancellation of procurement**

36.1. As per Rule 46 of Public Procurement Rules, 2026

37. **Single Responsive Bid**

37.1. The procuring agency may consider single responsive subject to underlying conditions of Rule 50 of Public Procurement Rules, 2026.

38. **Alternate Dispute Resolution (ADR)**

38.1. As per Rule 66 of Public Procurement Rules, 2026

39. **Arbitration Clause**

39.1. (Appointing Authority for the Arbitrator shall be Chief justice of Honorable Islamabad High Court OR Managing Director (PPRA) OR Secretary (Ministry of Law & Justice),

40. **Fee of the Arbitrator**

40.1. The fee shall be specified in PKR as detrmined by the Appointing Authority and shall be shared equally by each party.

41. **Socio-economic development**

41.1. As per Rule 63 of Public Procurement Rules, 2026, PA to encourage the inclusiveness of small and medium enterprises, and marginalized groups by according preferences in line with the notified policies of the Federal Government

42. **Environmental objectives**

42.1. As per Rule 64 of Public Procurement Rules, 2026, The procuring agency may seek to procure services with a reduced environmental impact throughout their life cycle when compared to services with the same primary function that may otherwise be procured.

F. Award of Contract

43. **Appointment of Contract Manager**

43.1. The procuring agency shall designate a Contract Manager for each procurement or class of procurement who shall manage the contract as per Rule 58 & 59 of Public Procurement Rules, 2026.

44. **Criteria of Award**

44.1. The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has been declared as Successful Bid .

45. **Procuring Agency’s Right to reject All Bids**

45.1. The procuring agency reserves the right to reject all the Bids and to annul the procurement process at any time prior to acceptance of the bid(s), without thereby incurring any liability to the affected bidder(s).

45.2. Notice of the rejection of all bids shall be given promptly to all bidders that have submitted the bids. The procuring agency shall upon request communicate to any bidder the grounds for the rejection of his bid, but is not required to justify those grounds.

46. **Procuring Agency’s Right to Vary Quantities at the Time of Award**

46.1. The procuring agency reserves the right, at the time of contract award, to increase or decrease not more than 15% of the original scope of related services originally specified in the Schedule of Requirements, provided that such variation does not exceed the percentage indicated in

the **Bid Data Sheet (BDS)**. This adjustment shall be made without any change in the unit price or other terms and conditions of the Bids and Bidding Documents.

47. **Notification of Award**

47.1. Prior to the award of contract, the procuring agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.

47.2. Bidder whose bid has been accepted, will be notified for the award by the Procuring Agency prior to expiration of the Bid Validity period through EPADS. The Letter of Award will state the sum that the procuring agency will pay the successful bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

47.3. The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee in accordance with **ITB 33** and signing of the contract in accordance with **ITB 32.**

48. **Signing of Contract**

48.1. Promptly after notification of award, Procuring Agency shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract. The successful bidder and the procuring agency shall sign the contract.

49. **Performance Guarantee**

49.1. After the receipt of the Letter of Award, the successful bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the **BDS and SCC**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

49.2. Failure of the successful bidder to comply with the requirement of **ITB 33.1** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the procuring agency may

make the award to the next ranked bidder or call for new bids.

50. **Advance Payment**

50.1. The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the **BDS**. The Advance Payment request shall be accompanied by an Advance Payment Guarantee in the form provided in Contract Forms.

51. **Arbitration**

51.1. The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the **SCC**.

52. **Corrupt & Fraudulent Practices**

52.1. Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/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

53. **Constitution of Grievance Redressal**

53.1. The Principal Accounting Officer or head of procuring agency or any authorized officer shall constitute a committee comprising of odd number of members completely outside the procuring agency from any other procuring agency or from the pool of experts maintained by the Authority and accessible through EPADS with necessary powers and authorizations, to address the complaints of bidders or parties that may occur prior to the entry into force of the procurement contract.

53.2. Any party may file a written complaint, two days prior to the proposal submission deadline, against the eligibility parameters, evaluation criteria or

any other terms and conditions described in the bidding documents, if found contrary to the provisions of the procurement regulatory framework, and the same shall be addressed by the GRC.

53.3. Any bidder or party feeling aggrieved by any act of the procuring agency after the submission of bid, may lodge a written complaint concerning his grievances within seven days of announcement of the technical evaluation report and five days after issuance of final evaluation report.

53.4. In case, the complaint is filed against the technical or final evaluation report, the GRC may suspend the procurement proceedings till the decision.

53.5. In case, the complaint is filed after the issuance of the final evaluation report, the complainant may not raise any objection on technical evaluation of the report:Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage-single envelope bidding procedure is adopted.

53.6. The GRC shall investigate and decide upon the complaint within ten days of its receipt.

53.7. Any bidder or party not satisfied with the decision of the GRC or if GRC fails to decide within ten days under sub-rule 6, may file an appeal before the Appellate Committee of the Authority, comprising odd number of members including an external member within ten days of communication of decision subject to depositing the prescribed fee and in accordance with the procedure determined by the Authority. The Appellate Committee of the Authority shall decide the appeal within 45 days from the receipt of the appeal. The Appellate Committee may suspend the process of award of contract to such period as deemed appropriate during the pendency of appeal. The decision of the Appellate Committee of the Authority shall be considered as final.

H. Blacklisting/ Debarment

55. **Procedure for Blacklisting/Debarment**

55.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-25 of the Public Procurement Rules, 2026 , Mechanism for Blacklisting, Debarment Regulations, 2026 and “procedure for filling and disposal of review petition under rule-25(6) of Public Procurement Rules, 2026.

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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

BDS Clause Number 1
ITB Number 1.1

Name of Procuring Agency: **Comsats University, Islamabad (Islamabad Campus) (Comsats University, Islamabad)**

The subject of procurement is: **TN-778 EFS # 85609 HIRING OF HIGH-CAPACITY FULLY ELECTRIC BUSES WITH DRIVERS & HELPERS**

Expected commencement date: **Wednesday, December 30, 2026**

BDS Clause Number 2
ITB Number 2.1

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P181686**

BDS Clause Number 3
ITB Number 4.6

JV/Consortium or Association Allowed: **No**
Number of JV/Consortium Members: **Nil**

B. Bidding Documents

BDS Clause Number 4
ITB Number 7.1

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Monday, November 23, 2026
Pre-Bid Meeting: Friday, November 20, 2026 11:00 AM
Venue: Procurement Office, 2nd Floor, Faculty Block-2, Comsats University Islamabad, Park Road.

BDS Clause Number 5
ITB Number 8.1

Any addendum, in case issued, shall be published on **Comsats University, Islamabad (Islamabad Campus) (Comsats University, Islamabad)** website and on **EPADS v2.0**.

BDS Clause Number 6
ITB Number9.1

List of documents required along with the bid:

1. All bidders are strictly required to enter, in the EPADS system wherever the total financial bid amount is required, the total amount quoted against Serial No. 1 of the BOQ, inclusive of Air Conditioner, for the complete initial contract period of five (05) years. This amount shall serve as the common basis for an apple-to-apple comparison of all bids.

2. The additional contract duration options of eight (08) years and ten (10) years, along with their respective financial proposals, are required for rate assessment and comparative purposes only. However, the complete financial price breakup for all contract duration options (05, 08, and 10 years) must be provided in the Financial Bid wherever required in the prescribed bidding documents. These additional options shall not be used as the basis for entering the total financial bid amount in EPADS.

3. Above information provided with financial bid.

BDS Clause Number 7
ITB Number 11.1

The qualification criteria to establish the supply / production capability of the bidder.

see Eligibility Criteria

BDS Clause Number 8
ITB Number 7.6

Services and Their related documents:
See section Required Services and Scope of Work

BDS Clause Number 9
ITB Number 13.1 & 13.2

Price schedule will be provided according to the format defined and acquired.
see section price schedule.

BDS Clause Number 10
ITB Number 7.6.2

Specifications:

see section of specifications.

C. Preparation of Bids

BDS Clause Number 11
ITB Number 13.5

The price shall be **Fixed**.

BDS Clause Number 12
ITB Number 15.1

Currency of the Bids shall be : **PKR**

BDS Clause Number 13
ITB Number 16.1

The Bids/Bid Validity period shall be: **90 Days**

BDS Clause Number 14
ITB Number 17.1

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**
Instrument of Bid Security Shall be in the Name of : **Comsats University, Islamabad (Islamabad Campus)**
The Bid Security shall be in the form of: **Pay Order, Demand Draft**

BDS Clause Number 15
ITB Number 17.3

The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 180 days so the bid security shall be valid for 180+28 = 208 days.

BDS Clause Number 16
ITB Number 18.1

Alternative Bids to the requirements of the bidding documents will not be permitted.

D. Submission of Bids

BDS Clause Number 17
ITB Number 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: **Thursday, November 26, 2026 11:00 AM**

E. Opening and Evaluation of Bids

BDS Clause Number 18
ITB Number 26.1

The Bids opening shall take place on **EPADS v2.0**.

Day *:* ***Thursday***

Date: ***Thursday, November 26, 2026***

Time *:* ***11:30 AM***

BDS Clause Number 19
ITB Number 32.1

Selection technique adopted will be: **Least Cost Based Selection (LCBS)**
see Evaluation Criteria

F. Award of Contract

BDS Clause Number 20
ITB Number 49.1

The Performance guarantee shall: **10.00%**.

The Performance Guarantee shall be acceptable in the form of: **Pay Order, Demand Draft**

BDS Clause Number 21
ITB Number 51.1

Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of Procurement Decisions

BDS Clause Number 22
ITB Number 53.1

Grievence against this procurement shall be submitted online on **EPADS v2.0**.

Eligibility Criteria

All Active Taxpayers shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

Required Registration
NADRA CITIZENSHIP (CNIC/NICOP)
FBR (NTN)
FBR (GSTN)

Eligibility Criteria	Document
Declaration Form (Format attached in Annex)	Yes
GST and NTN Registration	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 Blank technical sheet shall be treated as non-compliance and may result rejection of tender / bid	Yes
Provide Vehicle registration/ownership/lease documents	Yes

Provide Battery manufacturer's specifications; Battery chemistry certificate/data sheet; Battery capacity.	Yes
Proposed staffing plan and Maintenance plan (Required on Company Letterhead)	Yes

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Evaluation Criteria

Least Cost Based Selection (LCBS)

Weightage

Technical Evaluation %
100

Technical Marks	100
Passing Marks	**75**
Technical Evaluation Criteria	
Professional Experience List of 3 executed contracts of relevant services of transportation of buses of over Rs. 1,000,000/- each for different client in the last 5 years (proof of 5 x W.O / Contract agreement is mandatory) (15 Marks each client) (Qualitative)(Doc Required) Professional Experience List of 3 executed contracts of relevant services of transportation of buses of over Rs. 1,000,000/- each for different client in the last 5 years (proof of 5 x W.O / Contract agreement is mandatory) **(45)** 02 executed contracts of relevant/Similar services of transportation of buses of over Rs. 1,000,000/- each for different client in the last 5 years (proof of 2 x W.O / Contract agreement is mandatory) **(30)** 01 executed contracts of relevant/Similar services of transportation of buses of over Rs. 1,000,000/- each for different client in the last 5 years (proof of 1 x W.O / Contract agreement is mandatory) **(15)** 0 executed contracts of relevant/Similar services of transportation of buses of over Rs. 1,000,000/ each for different client in the last 5 years **(1)**	45

Committee may visit and inspect the bidder’s proposed buses, facilities and staff to verify technical specifications, safety, maintenance and operational readiness, ensuring compliance with CUI requirements. Total marks 55 (Marking breakup as below)	
a) Latest electric bus technology, battery system and charging facilities (Quantitative)(Doc Required)	15
b). Bus model, manufacturing year and overall physical condition (Quantitative)(Doc Required)	10
Passenger facilities, seating capacity, air conditioning and safety features (Quantitative)(Doc Required)	10
Availability and suitability of drivers, helpers and supporting staff along with the professional team at work/warehouse (Quantitative)(Doc Required)	10
Maintenance facilities, technical support and operational readiness (Quantitative)(Doc Required)	10

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Required Services

Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
HIRING OF HIGH-CAPACITY FULLY ELECTRIC BUSES WITH DRIVERS & HELPERS	**Address:** Procurement Office, 2nd Floor, Faculty Block-2, Comsats University Islamabad, Park Road., Islamabad Capital Territory **Schedule:** 30 Days **Quantity:** 5/Qty	5/Qty	300000 PKR

Related Services :

No

Services Specifications

Positions Without Lots :

Position: HIRING OF HIGH-CAPACITY FULLY ELECTRIC BUSES WITH DRIVERS & HELPERS

Specifications / Requirements:

Sr #	Specfication	Quantity	Unit Price (GST Excl)	Unit Rate Rs. (Inclusive of all applicable taxes)	Total Rate/Permonth of 5 buses Rs. (Inclusive of all applicable taxes)

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1	The contractor shall provide Fully electric high-capacity buses with Air Conditioner. Equipped with Lithium battery technology, preferably LFP/LiFePO4 or equivalent advanced Lithium-ion technology, with a minimum capacity of 65 seated and 25 standing passengers (90 passengers total) per bus. Each bus shall be capable of operating up to 150 km per day and shall be equipped with DC Fast Charging capable of achieving full battery charging within a maximum of 03 hours. The contractor shall provide 01 HTV-licensed driver and 01 helper per bus (including the rate in the unit rate, along with complete maintenance, repair, replacement arrangements in case of breakdown, valid insurance and all requisite vehicle/statutory documents. The contractor shall also provide and maintain the required charging infrastructure at the designated University/depot site and shall ensure uninterrupted charging and operational readiness of the buses throughout the contract period. (2 pickup + 2 drop = 4 scheduled trips per day per bus/route)	05 Buses/Monthly (Duration 05 Years)			
2	Same as above specification Duration 08 years	05 Buses/Monthly (Duration 08 Years)			

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3	Same as above specification Duration 10 years	05 Buses/Monthly (Duration 10 Years)			

Instructions for Submission of Financial Bid on EPADS All bidders are strictly required to enter, in the EPADS system wherever the total financial bid amount is required, the total amount quoted against Serial No. 1 of the BOQ, inclusive of Air Conditioner, for the complete initial contract period of five (05) years. This amount shall serve as the common basis for an apple-to-apple comparison of all bids. The additional contract duration options of eight (08) years and ten (10) years, along with their respective financial proposals, are required for rate assessment and comparative purposes only. However, the complete financial price breakup for all contract duration options (05, 08, and 10 years) must be provided in the Financial Bid wherever required in the prescribed bidding documents. These additional options shall not be used as the basis for entering the total financial bid amount in EPADS. All bidders must strictly comply with these instructions while submitting their financial bids.

Scope of Work

The successful bidder/contractor shall provide and operate 05 (Five) high-capacity fully electric buses for transportation of students of CUI, Islamabad Campus, together with:

1. One (01) qualified HTV-licensed driver per bus;

2. One (01) uniformed helper/conductor per bus;

3. Dedicated charging infrastructure at the University/depot site;

4. DC fast-charging facility capable of charging the buses within the specified time;

5. Routine and preventive maintenance

6. Breakdown and emergency support;

7. Replacement arrangements in case of prolonged vehicle breakdown;

8. Cleaning and upkeep of buses;

9. All salaries, wages, benefits, statutory payments and other liabilities relating to drivers/helpers;

10. All taxes, duties, insurance, registration, permits and other statutory obligations applicable to the contractor;

11. Any other service, equipment or arrangement necessary for safe and uninterrupted operation.

Brief Description

Same as above.

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Price Schedule

For Individual Positions

#	Position 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]		

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(PPRA)
EPADS

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 Contractorand 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.**

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 required resources 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 thirty (30) 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 thirty (30) 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 Service Provider 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 Service Provider 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**.

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**

32.1.1. **Alternate Dispute Resolution (ADR),** After coming into force of the procurement contracts, disputes, between the parties to the contract may be settled by one or more alternate dispute resolution methods including
Arbitration. Where an Alternate Dispute Resolution process other than Arbitration may not lead to an amicable settlement of dispute, Arbitration shall be resorted to.

32.1.2. The procuring agency shall specify mechanism for the appointment of an arbitrator expressly in the contract and the competent authority who shall appoint the arbitrator.

32.1.3. The laws of Pakistan shall apply to an arbitration unless specifically agreed to otherwise in the contract.

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

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

Contractor is:

The title of the subject procurement is:TN-778 EFS # 85609 HIRING OF HIGH-CAPACITY FULLY ELECTRIC BUSES WITH DRIVERS & HELPERS

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 16**.**

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:
Instrument of Performance Guarantee shall be in the Name of : **Comsats University, Islamabad (Islamabad Campus)**

The amount of performance guarantee shall be 10.00% of the contract price in acceptable form of Pay Order, Demand Draft

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)

For Physical Fitness having No Damages (Certificate from supplier)

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;

Inspection Certificate issued by the Nominated Inspection Agency (if any), and the Supplier's Factory Inspection Report;

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, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard**.**

ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties**.**

iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties**.** The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.

iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute**.**

v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

Arbitrator's fee:

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties**.**

Appointing Authority for Arbitrator:

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall

prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.:***P181686***

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-778 EFS # 85609 HIRING OF HIGH-CAPACITY FULLY ELECTRIC BUSES WITH DRIVERS & HELPERS (*P181686*)** and has accepted a Bids by the Bidder for the provision of Services 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: ……

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Integrity Pact

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE 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 time 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 Non-Consultancy Services*(*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}

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Annexure

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

General Terms & conditions

The attached annex is the integral part of the tender document.

Information (Read-Only)

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

Format of financial proposal

Information (Read-Only)

See Form Under Additional Forms and Documents: **Format of financial proposal** (page number: 97)

Procurement Forms

PUBLIC PROCUREMENT REGULATORY AUTHORITY
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(PPRA)
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Additional Forms and Documents

778 EFS # 85609 HIRING OF HIGH-CAPACITY FULLY ELECTRIC BUSES WITH DRIVERS & HELPERS

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	**Most Advantageous Bidder**
3.	Delivery Time/ Job Completion	The job shall be completed within the awarded period specified in the Tender document.
4.	Delivery Location (Arrangement of Labor included in the cost)	Comsats University Islamabad, Islamabad, Transport Section: (Contract No 051-9049-5932)

Scope of Procurement

The successful bidder/contractor shall provide and operate high-capacity fully electric buses for transportation of students of CUI, Islamabad Campus, together with:

1. One (01) qualified HTV-licensed driver per bus;
2. One (01) uniformed helper/conductor per bus;
3. Dedicated charging infrastructure at the University/depot site;
4. DC fast-charging facility capable of charging the buses within the specified time;
5. Routine and preventive maintenance;
6. Breakdown and emergency support;
7. Replacement arrangements in case of prolonged vehicle breakdown;
8. Cleaning and upkeep of buses;
9. All salaries, wages, benefits, statutory payments and other liabilities relating to drivers/helpers;
10. All taxes, duties, insurance, registration, permits and other statutory obligations applicable to the contractor;
11. Any other service, equipment or arrangement necessary for safe and uninterrupted operation may be settle as per contract agreement dully signed by the both parties.

Vehicle Type

The buses shall be:

- Fully electric;
- Zero-emission during operation;
- Modern commercial passenger buses;
- Suitable for urban student transportation;
- Designed and manufactured for regular passenger service;
- Safe and suitable for the operational conditions/routes specified by the University.

Signature & Seal of the Bidder

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BATTERY PERFORMANCE

The bidder shall provide complete battery specifications, including:

1. Battery chemistry;
2. Battery capacity in kWh;
3. Nominal voltage;
4. Battery management system (BMS);
5. Charging characteristics;
6. Manufacturer;
7. Expected battery life/cycle life;
8. Warranty period;
9. Thermal management system;
10. Safety protection system;
11. Charging time;
12. Estimated operational range under normal operating conditions.

The battery system shall be suitable for the required daily operation of up to 150 km per bus per day.

The bidder shall ensure that the bus remains capable of completing the assigned daily operational schedule without compromising safety or service reliability.

PASSENGER CAPACITY

Each bus shall have a minimum passenger capacity of:

Minimum 65 Seated Passengers PLUS Minimum 25 Standing Passengers

Minimum Total Capacity: 90 Passengers

The seating/standing arrangement shall be supported by the manufacturer's technical documentation and shall comply with applicable vehicle safety and regulatory requirements.

Buses offering passenger capacity below the specified minimum shall be declared technically non-responsive.

OPERATIONAL DISTANCE

Each bus shall be capable of operating up to:

150 km per day

The anticipated monthly operation shall be approximately:

3,900 km per bus per month

based on the proposed operating schedule.

The above mileage is an estimated operational requirement and may vary according to actual routes, academic calendar, University requirements and operational conditions.

OPERATIONAL DAYS

The anticipated operating schedule shall be:

Monday to Saturday

Sunday shall normally remain an off day unless otherwise required by the University due to special academic/administrative requirements.

Signature & Seal of the Bidder

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The contractor shall remain capable of providing service on additional days when specifically required by the University, subject to contractual terms.

DRIVERS

The contractor shall provide:

01 HTV-Licensed Driver per Bus

Total: 05 HTV-Licensed Drivers

Each driver shall:

- Possess a valid HTV driving licence;
- Meet the minimum age and legal requirements i.e (Age Limit 25-45);
- Have relevant passenger bus driving experience;
- Be medically fit for driving duties;
- Have a clean/reasonable driving record;
- Be properly trained in operation of electric buses;
- Be familiar with safety and emergency procedures;
- Wear proper uniform/identification;
- Maintain professional conduct with students and University staff.

Copies of valid licences and required supporting documents shall be submitted to the University before deployment.

HELPERS / CONDUCTORS

The contractor shall provide:

01 Uniformed Helper/Conductor per Bus

Total: 05 Helpers/Conductors

Helpers shall:

- Assist students during boarding/deboarding;
- Maintain orderly movement of passengers;
- Assist the driver where required;
- Ensure doors are safely operated;
- Assist in emergency situations;
- Maintain cleanliness and general passenger assistance;
- Wear prescribed uniform/identification;
- Maintain professional conduct.

REPLACEMENT OF STAFF

The contractor shall immediately replace any driver/helper who:

- is absent without approved replacement;
- fails to perform duties satisfactorily;
- violates safety requirements;
- is found unfit for duty;
- engages in misconduct; or
- is otherwise considered unsuitable by the University.

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No service disruption shall occur due to absence of contractor's staff.

CHARGING INFRASTRUCTURE

The Contractor shall provide, install and arrange the required **DC Fast-Charging Infrastructure** at the University/depot site, subject to the approval of the University and applicable technical requirements.

The charging infrastructure shall:

- Be suitable for the proposed electric buses;
- Be compatible with the supplied buses;
- Include all required charging equipment, accessories and ancillary installations;
- Comply with applicable electrical, technical and safety standards;
- Include necessary electrical protection and safety systems;
- Be maintained and operated by the Contractor throughout the contract period;
- Be available to ensure uninterrupted bus operations; and
- **The Contractor shall arrange the required electricity/power supply for charging the electric buses through its own resources, including installation and operation of a suitable solar power system, at its own cost. No electricity or power-related cost for charging the buses shall be borne by the University.**

CHARGING TIME

The charging system shall enable full recharge of the bus battery within:

Maximum 03 Hours

The bidder shall clearly state the charging time in its Technical Proposal and provide manufacturer's technical literature/data sheet supporting the claim.

ELECTRICAL SAFETY

The contractor shall ensure:

- Proper earthing;
- Electrical protection;
- Over-current protection;
- Over-voltage protection;
- Short-circuit protection;
- Appropriate emergency isolation;
- Safe cable management;
- Fire safety arrangements;
- Proper installation by qualified personnel.

All charging infrastructure shall be maintained in safe working condition throughout the contract.

VEHICLE SAFETY REQUIREMENTS

Each bus shall be equipped with, at minimum:

- Functional seat belts wherever required by law/design;
- Fire extinguishers;
- Emergency exits;

Signature & Seal of the Bidder

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- Emergency hammer(s), where applicable;
- First-aid kit;
- Adequate interior/exterior lighting;
- Functional doors;
- Functional mirrors/cameras as applicable;
- Reverse warning system;
- Suitable tyres;
- Functional braking system;
- Functional steering and suspension;
- Required safety signage;
- Any other safety equipment required under applicable law.

AIR CONDITIONING / VENTILATION

Each bus shall have an operational passenger comfort system appropriate for the local climatic conditions.
The bidder shall clearly mention the installed air-conditioning/ventilation system in its Technical Proposal.

VEHICLE AGE / CONDITION

The buses offered shall be modern, roadworthy and in good operational condition.
The bidder shall provide documentary evidence of vehicle model, year of manufacture, battery system, technical specifications and ownership/lease/availability arrangement.
The University may inspect the proposed buses before award or before deployment.

VEHICLE DOCUMENTATION

The contractor shall ensure that each vehicle has valid:

- Registration;
- Route permit, where applicable;
- Fitness certificate, where applicable;
- Insurance;
- Token/taxes;
- Other statutory documents;
- Any required operating permit/licence.

All documents shall remain valid throughout the contract period.

MAINTENANCE of VEHICLE

All routine and preventive maintenance shall be the sole responsibility of the contractor.
The contractor shall bear all costs relating to:

- Servicing;
- Repairs;
- Tyres;
- Lubricants/consumables, where applicable;

Signature & Seal of the Bidder

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- Electrical components;
- Battery-related maintenance;
- Charging equipment maintenance;
- Mechanical repairs;
- Body repairs;
- Replacement parts;
- Roadside assistance.

BREAKDOWN & REPLACEMENT BUS

The contractor shall provide prompt roadside/breakdown assistance.

In case a bus becomes unavailable due to mechanical, electrical, battery, charging or other failure, the contractor shall arrange a suitable replacement bus within the time specified by the University.

Repeated failure to provide the required fleet may result in penalties and/or other contractual action under the terms of the Contract.

CLEANLINESS

All buses shall be kept clean, hygienic and presentable.

The contractor shall ensure regular:

- Interior cleaning;
- Exterior cleaning;
- Waste removal;
- Cleaning of passenger areas;
- General sanitation.

FUEL / ENERGY COST

As the buses are fully electric, the bidder shall clearly state in the Financial Proposal whether the quoted rates include:

- electricity/energy consumption;
- charging infrastructure;
- charging losses;
- charging equipment maintenance; and
- all other charging-related operational costs.

Unless specifically stated otherwise in the BOQ/Contract, the bidder shall be responsible for all costs necessary to provide the contracted transportation service.

INSURANCE & LIABILITY

- The contractor shall maintain valid insurance coverage for the vehicles and shall remain responsible for all liabilities arising from its personnel, vehicles and operations in accordance with applicable law and the Contract.
- the contractor/company shall be fully responsible for the security and safe custody of all vehicles parked within the University premises and shall deploy an adequate number of security

guards/personnel, at its own cost, to ensure their protection against theft, damage, vandalism, or any other security-related incident.

EXPANSION OF BUSES, ROUTES and Contract Duration

The initial requirement shall be five (05) buses, which may be increased to ten (10) buses during the contract period, subject to the University's operational requirements. Any such increase shall be made at the same approved rates and subject to the same terms and conditions of the contract.

The initial contract period shall be **five (05) years** from the date of commencement of the contract, as specified in the Contract Agreement. The contract may be extended for a further period, subject to mutual agreement between COMSATS University Islamabad (CUI) and the Contractor and prior approval of the Competent Authority.

The terms and duration of any extension shall be mutually agreed upon, duly approved by the Competent Authority, and formally incorporated into the Contract Agreement through a written amendment before expiry of the initial contract period.

The extension shall not be automatic and shall be subject to satisfactory performance of the Contractor, fulfilment of contractual obligations, and compliance with applicable rules and regulations. Any such extension shall be at the same approved rates and subject to the same terms and conditions of the contract, unless otherwise permitted under applicable rules.

Payment Terms

Payment shall be made as per the services/operations provided on monthly basis, duly verified and certified by the Concerned Transport Officer or authorized representative of the University.

During the summer vacation period, particularly the months of July and August, when regular student transportation services are suspended due to closure of academic activities, no payment shall be made for the buses/vehicle operation.

The rates quoted by the Service Provider under this tender shall be **monthly rates for the complete calendar month**. The monthly rate shall remain applicable irrespective of whether the particular month comprises 28, 30 or 31 days. The indicative operational requirement of approximately **150 km per day /3,900 km per month** is provided solely for the guidance of bidders and estimation of the expected operational requirement. The payment shall not be calculated on a per-day or per-kilometer basis.

Force Majeure

For the purpose of this tender, "Force Majeure" shall mean an event or circumstance beyond the reasonable control of the affected Party, which could not reasonably have been foreseen or prevented and which materially prevents or suspends the performance of the transportation services, including, where applicable, natural disasters, war, civil disturbance, government-imposed restrictions, epidemic/pandemic, acts of God, or any other event of a similar nature.

Where the transportation services are suspended wholly or substantially due to a Force Majeure Event and the University is unable to utilize the services, the agreed monthly payment shall remain payable for that current from the commencement of such suspension.

If the Force Majeure Event continues beyond the said one-month period and the transportation services remain suspended and are not being utilized by the University, the University's payment obligation shall, thereafter, be **suspended for the duration of such continued non-utilization**. During such period, the

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Service Provider shall bear its own costs, expenses, standing charges and other liabilities arising from the continued non-operational status of the service, unless otherwise agreed in writing by the University.

Upon cessation of the Force Majeure Event and resumption of transportation services, the monthly payment mechanism shall automatically resume in accordance with the agreed monthly rates and other terms and conditions of the Contract.

Route and Service Frequency:

The buses shall operate on designated routes within Rawalpindi and Islamabad as specified by CUI. The Contractor shall provide two (02) daily pick-up trips and two (02) daily drop-off trips as per the schedule and routes communicated/approved by CUI. The routes, pick-up/drop-off points and timings may be revised by CUI as per operational requirements.

2 pickup + 2 drop = 4 scheduled trips per day per bus/route

PENALTY & FINE SCHEDULE

Default Category	Description of Negligence / Default	Stipulated Fine / Penalty Deduction
Unapproved Delay	Bus arriving >15 minutes late at campus or route stop without valid cause	PKR 1,000 per 15 minutes of delay per bus run
Staff Misbehavior	Driver or Helper misbehaving, arguing, using inappropriate language, or reckless driving	PKR 2,000 per reported incident + staff replacement within 24 hours
Missed Trip	Failure to operate a scheduled morning pick or evening drop trip	PKR 10,000 per trip + recovery of alternate transport costs incurred by CUI
Vehicle Breakdown Absence	Failure to provide a replacement EV/bus within 60 minutes of breakdown	PKR 15,000 per bus per day
Cleanliness & AC Defects	Operating with non-functional AC, unclean interior, or broken doors/windows	PKR 1,000 per instance per day

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FINANCIAL PROPOSAL

(On Company's Letterhead)

Ref No: _____ NTN: _____

Date: _____ GST: _____

HIRING OF HIGH-CAPACITY FULLY ELECTRIC BUSES WITH DRIVERS & HELPERS

1	Specification	Qty/Unit	Unit Price (GST Excl)	Unit Rate Rs. (Inclusive of all applicable taxes)	Total Rate/Permonth of 5 buses Rs. (Inclusive of all
1	The contractor shall provide Fully electric high-capacity buses with Air Conditioner. Equipped with Lithium battery technology, preferably LFP/LiFePO4 or equivalent advanced Lithium-ion technology, with a minimum capacity of 65 seated and 25 standing passengers (90 passengers total) per bus. Each bus shall be capable of operating up to 150 km per day and shall be equipped with DC Fast Charging capable of achieving full battery charging within a maximum of 03 hours. The contractor shall provide 01 HTV-licensed driver and 01 helper per bus (including the rate in the unit rate, along with complete maintenance, repair, replacement arrangements in case of breakdown, valid insurance and all requisite vehicle/statutory documents. The contractor shall also provide and maintain the required charging infrastructure at the designated University/depot site and shall ensure uninterrupted charging and operational readiness of the buses throughout the contract period. (2 pickup + 2 drop = 4 scheduled trips per day per bus/route)	05 Buses/Monthly (Duration 05 Years)			
2	Same as above specification Duration 08 years	05 Buses/Monthly			

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3	Same as above specification Duration 10 years	05 Buses/Monthly (Duration 10 Years)			

- 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.**
- **Important Instructions for Quoting Rates on EPADS:** All bidders are strictly required to enter, in the EPADS system wherever the total financial bid amount is required, the total amount quoted against Serial No. 1 of the BOQ, inclusive of Air Conditioner, for the complete initial contract period of five (05) years. This amount shall serve as the common basis for an apple-to-apple comparison of all bids.
- The additional contract duration options of eight (08) years and ten (10) years, along with their respective financial proposals, are required for rate assessment and comparative purposes only. However, the complete financial price breakup for all contract duration options (05, 08, and 10 years) must be provided in the Financial Bid wherever required in the prescribed bidding documents. These additional options shall not be used as the basis for entering the total financial bid amount in EPADS.
- All bidders must strictly comply with these instructions while submitting their financial bids.

Name of Authorized Person:

Date:

Signature

Official Company Seal:

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Technical Compliance Sheet

(On Company's Letterhead)

Ref No: _____ NTN: _____

Date: _____ GST: _____

HIRING OF HIGH-CAPACITY FULLY ELECTRIC BUSES WITH DRIVERS & HELPERS

SN	Specification	Compliance	Non-Compliance	Higher if any
1.	The contractor shall provide Fully electric high-capacity buses with Air Conditioner. Equipped with Lithium battery technology, preferably LFP/LiFePO4 or equivalent advanced Lithium-ion technology, with a minimum capacity of 65 seated and 25 standing passengers (90 passengers total) per bus. Each bus shall be capable of operating up to 150 km per day and shall be equipped with DC Fast Charging capable of achieving full battery charging within a maximum of 03 hours. The contractor shall provide 01 HTV-licensed driver and 01 helper per bus (including the rate in the unit rate, along with complete maintenance, repair, replacement arrangements in case of breakdown, valid insurance and all requisite vehicle/statutory documents. The contractor shall also provide and maintain the required charging infrastructure at the designated University/depot site and shall ensure uninterrupted charging and operational readiness of the buses throughout the contract period. (2 pickup + 2 drop = 4 scheduled trips per day per bus/route)			
2.	Same as above specification Duration 08 years			
3.	Same as above specification Duration 10 years			

- 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.**
- **Important Instructions for Quoting Rates on EPADS:** All bidders are strictly required to enter, in the EPADS system wherever the total financial bid amount is required, the total amount quoted against Serial No. 1 of the BOQ, inclusive of Air Conditioner, for the complete initial contract period of five (05) years. This amount shall serve as the common basis for an apple-to-apple comparison of all bids.
- The additional contract duration options of eight (08) years and ten (10) years, along with their respective financial proposals, are required for rate assessment and comparative purposes only. However, the complete financial price breakup for all contract duration options (05, 08, and 10 years)

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must be provided in the Financial Bid wherever required in the prescribed bidding documents. These additional options shall not be used as the basis for entering the total financial bid amount in EPADS.

- All bidders must strictly comply with these instructions while submitting their financial bids.

Name of Authorized Person: _____

Date: _____

Signature _____

Official Company Seal: _____

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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

Contact person and Submission of Bids:

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

In-Charge Procurement
COMSATS University Islamabad
2nd Floor, Faculty Block-II, Park Road, Tarlai Kalan, Islamabad,
Tel: 051-90495242, 051-9049-5154, 051-9049-5122
Email: mabid@comsats.edu.pk

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.

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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

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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 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:

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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.

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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. Vender 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.

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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.

Legal Document

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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)	

Signature & Seal of the Bidder

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FINANCIAL PROPOSAL

(On Company's Letterhead)

Ref No: _____ NTN: _____

Date: _____ GST: _____

HIRING OF HIGH-CAPACITY FULLY ELECTRIC BUSES WITH DRIVERS & HELPERS

10	Specification	Qty/Unit	Unit Price (GST Excl)	Unit Rate Rs. (Inclusive of all applicable taxes)	Total Rate/Permonth of 5 buses Rs. (Inclusive of
01	**The contractor shall provide Fully electric high-capacity buses with Air Conditioner** . Equipped with Lithium battery technology, preferably LFP/LiFePO4 or equivalent advanced Lithium-ion technology, with a minimum capacity of 65 seated and 25 standing passengers (90 passengers total) per bus. Each bus shall be capable of operating up to 150 km per day and shall be equipped with DC Fast Charging capable of achieving full battery charging within a maximum of 03 hours. The contractor shall provide 01 HTV-licensed driver and 01 helper per bus (including the rate in the unit rate, along with complete maintenance, repair, replacement arrangements in case of breakdown, valid insurance and all requisite vehicle/statutory documents. The contractor shall also provide and maintain the required charging infrastructure at the designated University/depot site and shall ensure uninterrupted charging and operational readiness of the buses throughout the contract period. (2 pickup + 2 drop = 4 scheduled trips per day per bus/route)	05 Buses/Monthly (Duration 05 Years)			
02	Same as above specification Duration 08 years	05 Buses/Monthly (Duration 08 Years) (Duration 08 Years)			
03	Same as above specification Duration 10 years	05 Buses/Monthly (Duration 10 Years)			

- 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.**

Important Instructions for Quoting Rates on EPADS: All bidders are strictly required to enter, in the EPADS system wherever the total financial bid amount is required, the total amount quoted against Serial No. 1 of the BOQ, inclusive of Air Conditioner, for the complete initial contract period of five (05) years. This amount shall serve as the common basis for an apple-to-apple comparison of all bids.

The additional contract duration options of eight (08) years and ten (10) years, along with their respective financial proposals, are required for rate assessment and comparative purposes only. However, the complete financial price breakup for all contract duration options (05, 08, and 10 years) must be provided in the Financial Bid wherever required in the prescribed bidding documents. These additional options shall not be used as the basis for entering the total financial bid amount in EPADS.

All bidders must strictly comply with these instructions while submitting their financial bids.

Name of Authorized Person:

Date:

Signature

Official Company Seal: