

# **Tender Document**

## **Supply of Drinking Water**

### **2023-24**



**COMSATS University Islamabad**  
**Park Road, Islamabad**

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## 1. Tender Notice

**CUI -Pro/TN-487 /05-24.)487**  
**COMSATS University Islamabad (CUI)**  
**Supply of Drinking Water**

1. COMSATS University Islamabad (CUI), a Public Sector Educational Organization invites proposals from renowned bidders/firm/companies registered with Income Tax/Sales Tax Departments and are on Active Taxpayer List of FBR (I.T & GST), for **Supply of drinking water to CUI , Park road, Islamabad.**
2. Selection procedure will be based upon **“Single Stage-TWO Envelope”** bidding method as prescribed under PPRA rules.
3. The Bids must be accompanied with a minimum **earnest money of Rs.90,000/-** in the form of Bank Draft in favor of COMSATS University Islamabad (FTN/NTN: 9013701-9).
4. Tender documents containing necessary details, selection criteria & qualification is available free of cost on PPRA's website at [www.ppra.org.pk](http://www.ppra.org.pk) as well as CUI's website at [www.comsats.edu.pk](http://www.comsats.edu.pk)
5. **No bids will be accepted after the closing time.**
6. Sealed bids (Separate Financial & Technical Envelopes) must reach office of the undersigned, at the latest by **May 02, 2024, by 1100 hours**. The technical bids will be opened in presence of the bidders who choose to attend, **half hour after the closing time** in Room No. G-6/G-8, Ground Floor, Faculty Block-I, COMSATS University Islamabad.

### Contact Person and Submission



#### In-Charge (Procurement)

Wajid Kamran  
Deputy Registrar (Admin),  
2nd Floor, Faculty Block-II, Park Road, Tarlai Kalan, Islamabad,  
COMSATS University Islamabad  
Tel:0336-5524334,051-90495122, 051-90405154, 051-90495242  
email: wajidkamran@comsats.edu.pk, Email: habibullah@comsats.edu.pk

## 2. General Terms & Conditions of the Tender

No tender/bid will be considered if:-

- a) Received without required documentation or deficiency in required documentation.
- b) Received later than the date and time fixed for Tender submission.
- c) The Tender is unsigned/ unstamped.
- d) The Tender is signed/stamped by the unauthorized agent of the company.
- e) The Tender is received by telephone/telex/fax/telegram.
- f) Tenders received without earnest money.
- g) In contradiction with the specification given by the CUI.
- h) Received with any condition.
- i) Is in litigation with CUI.
- j) Is blacklisted by any organization.
- k) Is notified as blacklisted on PPRA website.
- l) submits more than one Bid, in the same bidding process. The later submitted bid will be rejected.
- m) submits bid as Joint Venture.

## 3. Contact person and Submission of Bids:

- i. Contact Person for all inquiries and clarification and bids submission will be the undersigned.

**In-Charge (Procurement)**

COMSATS University Islamabad  
2nd Floor, Faculty Block-II, Park Road, Tarlai Kalan, Islamabad,  
COMSATS University Islamabad  
Tel: 051-9049-5242, 051-90495122 email: wajidkamran@comsats.edu.pk

- ii. You may visit, write or call. However, written queries though email will be considered as official.

## 4. Validity of Bids:

- i. The Bid will be valid for a total of **45 days** from the date of closing date and can be extended as per PPRA rules. Any bidder/firm/company which refuses to accept the work order on the basis of market price escalation will result in forfeiting the earnest money, CUI may also impose a ban from business with CUI for a minimum 6 months to a maximum duration to be determined by CUI.

## 5. Delivery Information:

- i. The delivery of water bottles will be as per the contract.

## **6. Language of Bid:**

- i. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and CUI shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in same language.

## **7. 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, unless otherwise specified in the contract. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected.
- ii. Applicable Income tax and GST will be deducted at source/as per rules. In case of exemption, please mention and attach the proper documentation duly verified from the concerned tax authorities/FBR; however, CUI will be final authority to accept or reject the exemption certificate. In case of non-acceptance, CUI will deduct all applicable taxes as per tax rate. CUI will provide a certificate of tax deduction and the vendor may claim refunds from Tax Authorities/FBR.
- iii. In case of Tie in Rates, the bidder securing highest technical score, where applicable, will be awarded the contract. In case of tie in technical Score, CUI will award the contract to the bidder having the most value contracts, as submitted in the bid.

## **8. Bid Currencies & Bid Security:**

- i. Prices shall be quoted in Pak Rupees.
- ii. The currency of the Bid Security shall also be in Pak Rupees.
- iii. The bid security may be placed in the technical envelope or separate envelope.
- iv. The Bidder shall furnish, as part of its bid, a bid security as specified in the tender notice. The bid security is required to protect CUI against the risk of Bidder's conduct which would warrant the security's forfeiture.
- v. The Bid Security shall be denominated in the local currency, and it shall be in favor of **COMSATS University Islamabad (FTN/NTN: 9013701-9)**, in any of the following form:
  - a. Bank Draft / Pay Order
- vi. No personal cheques will be acceptable at any cost. Also, any previous bid security will not be considered or carried forward. The Bid found deficient of the amount as bid security compared to total

bid price will not be considered. Any bid NOT secured in accordance with the above will be rejected by CUI as non-responsive.

- vii. Unsuccessful bidders' bid security will be released and returned as promptly as the successful bidder give consent to sign the contract agreement.
- viii. The successful Bidder's bid security will be released upon the Bidder signing of Contract agreement or it can be converted to performance guarantee and retained till the duration of the contract, to be decided by CUI.
- ix. The bid security shall be forfeited:
  - a. If a bidder withdraws its bid during evaluation process.
  - b. If the successful bidder fails to sign the contract agreement after announced as successful Bidder.
  - c. If the successful bidder does not accept the correction of arithmetic errors in its bid.
  - d. If the successful Bidder fails to comply with the requirement of the bid and contract.

## **9. Amendment of Bidding Documents:**

- i. Any prospective Bidder requiring clarification of the bidding documents may notify CUI in writing to the contact person in writing. CUI will respond in writing to any request for clarification of the bidding documents which it receives no later than seven (07) days prior to the deadline for the submission of bids.
- ii. CUI, at any time prior to the deadline for submission of bids, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or Pre-Bid meeting (if held) may modify the Bidding Documents by issuing addenda. Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents. CUI shall promptly publish the Addendum on its web page atleast 02 days before the closing date and will be binding on all participating bidders. It is the sole responsibility of all prospective bidders to visit CUI website and check for latest status.
- 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. To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, CUI may, at its discretion, extend the deadline for the submission of Bids: Provided that CUI shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline.

## 10. Clarification of Bidding Document:

- i. During evaluation of the bids, CUI may, at its discretion, ask the Bidder for a clarification of its bid and other such information which is important to CUI. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted. In case the bidder fails to respond/reply within a given deadline, the bidder will be considered as non-responsive and dis-qualified from the bidding process.

## 11. Sealing and Marking of Bids:

- i. The bid shall be sealed in outer envelope and shall be addressed to the CUI contact person; and bear the title of procurement Activity as mentioned in the tender notice, and a statement may be written on the envelope as "DO NOT OPEN BEFORE BID OPENING TIME" (*please mention time and date of the tender opening as mentioned in the tender notice*). If the outer envelope is not sealed and not marked as required, CUI will assume no responsibility for the bid's misplacement or premature opening.
- ii. The Bidder shall seal the inner bid in envelopes, duly marking the envelopes as "FINANCIAL BID" & "TECHNICAL PROPOSAL".
- iii. The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late" or "technically dis-qualified".

## 12. Deadline for Submission of Bids:

- i. Bids must be received by CUI at the address of the contact person, not later than the time and date specified in the Tender notice.
- ii. CUI may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents, in which case all rights and obligations of CUI and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- iii. Any bid received by CUI after the deadline for submission of bids prescribed by CUI will be rejected and returned unopened to the Bidder.
- iv. Delays in the mail or courier, delays of person in transit, or delivery of a proposal to the wrong office shall not be accepted as an excuse for failure to deliver a proposal at the proper place and time. It shall be the bidder's responsibility to determine the manner, in which timely delivery of his proposal will be accomplished either in person, by messenger or by mail to the concerned office.
- v. Modification of the bid is strictly not allowed after the deadline for submission of bids.

- vi. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the tender document. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.

### **13. Submission of Bidding Document:**

- i. The original bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person(s) duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person(s) signing the bid. Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the person(s) signing the bid.
- 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 Majeure 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.

### **14. Opening of Bids:**

- i. CUI will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified. The bidders' representatives who are present shall sign an attendance sheet evidencing their presence. Not more than one representative of the bidder is allowed to attend the meeting.
- ii. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.
- iii. Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.
- iv. Withdrawn bids will be returned unopened to the bidders.
- v. In case of Single Stage Two Envelop Bidding Procedure, after the evaluation and approval of technical proposal CUI, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive/disqualified shall be returned unopened to the respective bidders.

### **15. Influencing the evaluation process:**

- i. No Bidder shall contact CUI on any matter relating to its bid, from the time of the bid opening to the time evaluation report is made public. If the Bidder wishes to bring additional information or has grievance to the notice of the CUI, it should only do so in writing.

- ii. Any effort by a Bidder to influence CUI during bid evaluation or bid comparison may result in the rejection of the Bidder's bid.

## **16. Notification of Evaluation Reports:**

- i. In case of single stage single envelope method, the evaluation report shall be notified to all the participating bidders by email provided in the bidding documents.
- ii. In case of single stage two envelope method, the Bid Evaluation report (Technical) will be notified to all the participating bidders by email address provided in the bidding document.
- iii. The Bid Evaluation report (Financial) will be notified to the technically qualified bidders by email address provided in the bidding document and may also be uploaded to PPRA website.

## **17. Qualification & Evaluation of Bids:**

- i. CUI will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the criteria & qualification listed in the tender document.
- ii. The determination will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as CUI deems necessary and appropriate.
- iii. CUI will technically evaluate and compare the bids which have been determined to be substantially responsive, as per technical evaluation.
- iv. The bidder's financial evaluation of a bid will be based on lowest evaluated bid inclusive of all prevailing taxes and duties.
- v. No bidder shall be eligible for any margin of preference in Proposal Evaluation.
- vi. CUI will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- vii. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price (exclusive of tax) shall prevail, and the total price shall be corrected. If the Contractor does not accept the correction of the errors, the bid will be rejected, and the bid security shall be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- viii. CUI may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

- a. *Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired. CUI either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to CUI.*
- ix. Prior to the detailed evaluation, CUI will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations.
- x. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, Applicable Law and Taxes and Duties will be deemed to be a material deviation. The CUI 's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- xi. If a bid is not substantially responsive, it will be rejected by CUI and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

## **18. Award of Contract**

After scrutiny of all bidding documents the work order/purchase order will be issued to lowest bidder on **"Consolidated basis.**

## **19. Corrupt or Fraudulent Practices & Blacklisting:**

- i. CUI requires that Bidders, Contractors, and Contractors observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of this provision, the terms set forth below are defined as follows:
  - a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - b. "Fraudulent practice" means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of CUI,
  - c. "Collusive practice" is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gains, and to deprive CUI of the benefits of free and open competition.

- ii. CUI will have the right to reject a proposal for award if it determines that the bidder has been engaged in corrupt or fraudulent practices in the past with any organization.
- iii. Any bidder/firm/company which is blacklisted by any organization and/or notified as blacklisted by PPRA will be considered as disqualified from the bidding process unless and until it is de-notified on PPRA website.
- iv. CUI will sanction/ban a bidder/firm/company, in accordance with prevailing Blacklisting procedures under Federal Public Procurement Rules, if it at any time determines that the firm has engaged in corrupt, fraudulent or collusive practices in competing for, or in executing.

## **20. CUI's Right to Accept or Reject All Bids:**

- i. CUI reserves the right to accept or reject all bids, and to annul the bidding process at any time prior to contract award, without thereby incurring any liability to the bidder(s) or any obligation to inform the bidder(s) of the grounds for the CUI 's action.

## **21. Notification of Award:**

- i. Prior to the expiration of the period of bid validity, CUI will notify the successful bidder in writing by mail/email that its bid has been accepted.
- ii. The notification of award will constitute the formation of the Agreement/Work Order/Purchase Order.
- iii. Upon the successful bidder's signing the contract agreement/acceptance/consent to the Work Order/Purchase Order, CUI will promptly notify each unsuccessful Bidder and will release its bid security.

## **22. Issuance of Contract/Work Order/Purchase Order:**

- i. At the same time as CUI notifies the successful bidder that its bid has been accepted, the bidder shall immediately sign contract agreement/Give consent to the Work Order/Purchase Order. The bidder shall bear all the stamp duties and expenses for the purpose of contract agreement/Work Order/Purchase Order, if any.

## **23. Performance Security:**

- i. CUI may withhold and convert the bid security to performance security or withhold 10% of the total bill amount as performance security or ask the successful bidder/firm/company to furnish performance

security before signing the contract/undertaking the work. The performance security will be released at the end of successful fulfillment of the contract.

- ii. Failure of the successful bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event CUI may make the award to the next lowest evaluated bidder or call for new bids.
- iii. The performance security shall remain with procuring agency till the satisfactory completion of assignment.

## **24. Legal Document**

- i. The EoI/Tender document and Contract agreement/work order/purchase order together are the legal documents and all the terms and conditions, criteria, qualification is a legal binding on both the parties.

## 25. Declaration Form

(THIS FORM IS TO BE PROVIDED WITH THE BID)

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

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

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

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

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

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

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

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

## 26. Technical Evaluation Criteria:

**Table 1: Mandatory Requirements:**

Detail	Criteria	Envelope
1. Draft of Earnest Money (Separate Envelope)	<b>Mandatory</b>	<b>Financial</b>
2. Declaration Form	<b>Mandatory</b>	<b>Technical</b>
3. Financial Bid / Quotation (Strictly as per CUI pattern) <i>Any alteration/addition/deletion will dis-qualify the bidder from the bidding process</i>	<b>Mandatory</b>	
4. GST and NTN Registration	<b>Mandatory</b>	
5. Active Taxpayer List (ATL) of FBR Status as "Active" in I.T and Compliance Level is 100% in GST	<b>Mandatory</b>	
6. Certificate by Pakistan Standard and Quality Control Authority (PSQCA) to meet the water standards. Certificate earlier than <b>October 2023</b> will be considered as non-responsive and dis-qualified.	<b>Mandatory</b>	
7. Latest Certificate/Test Reports by PCRWR for water standards fit for human health. Test report earlier than <b>October 2023</b> will be considered as non-responsive and dis-qualified.	<b>Mandatory</b>	
8. Complete Address of the Drinking water facility	<b>Mandatory</b>	

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

**Table 2: Qualifications:**

S #	Description	Maximum Marks
1.	<b>Establishment of the firm/company</b> A Firm should be established for the last minimum 3 Year or more. <i>Attach certificate of establishment as Proof.</i>	<b>Mandatory</b>
2.	<b>On-going Experience/Active Clients of Supply of Drinking Water</b> One Active Client = 10 marks <b>5 Current Clients</b> (Only organization, with a sale volume of minimum of Rs.50,000 per month is mandatory for consideration of marking. House/Shops delivery will not be considered as valid for marking. <i>Attach Invoices and Client Ledger (Accounting Record) or any verifiable proof (Only July 2023 onward will be accepted to be considered as active clients). Work Order will not be considered as proof.</i>	<b>50 Marks</b>
3.	<b>Inspection of Water Plant</b> Surprise visit will be made to the factory. Break-up of the inspection as given. The evaluation will be based on the judgement of the technical committee and considered as final.	<b>50 Marks</b>
<b>Total</b>		<b>100 Marks</b>

- A minimum of 80% Marks in the above is mandatory for technical qualification.
- Verifiable proof of the above is mandatory. Subject to verification by CUI
- After evaluation of bidders in technical evaluation process, financial bids of technically qualified bidders shall be only opened later on prior notice.
- **DO NOT** attach any information or portfolio which is not requested. Only provide the demanded information.

## 27. Inspection of Plant

The evaluation of the plant will be based on the judgement of the technical committee and will be considered as final.

<b>A) Hygiene (Includes equipment, building, employee, consumables etc)</b>		
- Cleanliness of Factory & Plant		10 Marks
- Safety Measures of Factory & Plant		05 Marks
- Testing of Water		10 Marks
<b>Sub-Total (A)</b>		<b>25 Marks</b>
<b>B) Automation</b>		
- Inspection		04 Marks
- Cleaning of bottles		04 Marks
- Sample Collection		04 Marks
- Filling, Capping & Tagging		04 Marks
- Final Inspection		04 Marks
<b>Sub-Total (B)</b>		<b>20 Marks</b>
<b>C) International Standards</b>		
- Research Lab		2 Marks
- Inspection & Testing		3 Marks
<b>Sub-Total (C)</b>		<b>5 Marks</b>
<b>Total (A+B+C)</b>		<b>50 Marks</b>

## 28. Address of drinking water facility/Plant

Address of plant	Contact Person	Cell Number

Please provide the complete information for surprise visit. No prior communication will be made. Non-availability of complete information of address in above table will dis-qualify the bidder from the process.

## 29. FINANCIAL PROPOSAL

(On Company's Letterhead)

Ref No: \_\_\_\_\_

NTN: \_\_\_\_\_

Date: \_\_\_\_\_

GST: \_\_\_\_\_

SN	Item Name	Detail Specification	Qty	Unit Price (GST Excl)	GST Amount	Unit Price (GST Incl)	Total Cost (Taxes Incl)
1	18.0 - 19.5 Standard Water Bottle	Drinkable water	01				
<b>Total Cost (Inclusive of all taxes)</b>							

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

Name of authorized Person: \_\_\_\_\_

Date: \_\_\_\_\_

Signature \_\_\_\_\_

Official Company Seal: \_\_\_\_\_

**30. On-going/Active Experience**

SN	Organization & Address	From	Valid till	Total monthly sale	Contact Numbers
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					

Attach additional sheet in the same format.

*Attach Invoices and Client Ledger (Accounting Record) or any verifiable proof (Only Feb'23 onward will be accepted to be considered as active clients). Work Order will not be considered as proof.*

### 31. Documents to be submitted by the bidders / Check List

(To be filled by Applicants)

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

*Prepare & Submit the Bid in this Order*

Detail	Yes	No	Page Reference	Envelope
This Checklist - <b>ON TOP</b>				-
<b>ALL Pages are signed and stamped</b>				-
Draft of Earnest Money				<b>Separate Envelope</b>
Bid /Quotation Proposal No. 1 (As per Pattern)				<b>Financial</b>
Declaration Form				<b>Technical</b>
Proof of Registration – GST				
Proof of Registration – Income Tax				
Latest Print out of FBR ATL (GST)				
Latest Print out of FBR ATL (Income Tax)				
Certificate by PSQCA				
Test Reports by PCRWR				
Complete Address of the Drinking water facility				
Certificate of Establishment of business				
On-going Experience/Active Clients				

## **32. Draft Agreement (Subject to mutual consent)**

1. This contract, when signed by the successful bidder (hereafter referred to as Contractor), \_\_\_\_\_ and COMSATS University Islamabad (Hereafter referred to as CUI) will come into force immediately and cancel all other prior contracts, if any.
2. The contract would be valid for one year starting from \_\_\_\_\_ and extendable on yearly basis, upto a maximum of three years, subject to mutual consent of both parties and satisfactory performance, which will be evaluated and determined by CUI.
3. The contractor will provide ONE Water Dispenser in working condition to CUI against each 40 water bottles. In case of non-compliance, the bill will be stopped, and the contractor would be requested to provide the required number of dispensers within 10 days. In case of non-provision, a deduction of 10% of the total bill will be made and CUI will have the right to terminate the contract immediately and the earnest money will be forfeited, a ban from business will be imposed from business.
4. The contractor will abide by the laws, rules and regulations which may be implemented from time to time.
5. The quantity of bottles supplied to each department will be restricted to a certain number as decided by CUI for which the detail would be given to the contractor; however, CUI, through its focal person, is authorized to increase/decrease the quantity from time to time for different offices, which will be intimated in writing. No bill will be processed for payment for extra bottles without proper written instructions/directions/approval.
6. Payment of bills will be made on monthly basis after deduction of applicable taxes.
7. The successful contractors will be placed on a probation/trial period of 3 months. In case of non-satisfactory performance, delay in supplies, complaints in water quality; non-satisfactory certificates from the concerned water safety and standard organizations such as PCRWR, PCQCA, the contract will be terminated immediately. The contract/quota can be awarded to any other pre-qualified contractor, subject to agreeable terms and conditions and satisfaction of CUI.
8. The bottle must be between 18 liter & 19.5 Liter.
9. The latest certificates/Reports for water standards from PCRWR, PCQCA must be provided on quarterly basis or as demanded. In case of non-provision, the payment of that contractor would be temporary suspended till provision and acceptance.
10. The Contractor will provide complete Record/Biodata and any other relevant information of his employees to the Security Section, CUI.
11. The contractor shall be liable to ensure compliance of all enactments, rules, regulations and of other authorities besides the instructions of the University that may be in force from time to time.

12. The contractor will not sub-let the contract to any other person(s), business(es).
13. Change of ownership of business is not allowed. CUI **MUST** be requested for any such cases and CUI would be the final Authority to accept or reject the case and can cancel the contract.
14. The Contractor shall ensure that he/she and his/her employees' do not adversely affect the peaceful and congenial atmosphere of the University's premises.
15. Any employee involved in illegal/immoral/unethical activity will be immediately removed from work by the contractor and will not be allowed to enter CUI.
16. CUI may at any time make inspections (planned/surprise) of the factory/water plant and the contractor will have no objection.
17. The contractor would be responsible for supply of drinking water /bottled water to CUI.
18. The water must be supplied at least 2 to 3 times a week on a regular basis AND on special demand as and when required basis.

### **Financial Arrangements**

19. Rate will remain fix for the period of contract (one year).
20. The rate of one bottle will be Rs. \_\_\_\_\_ throughout the contract year.
21. The quantity of bottles can be increased or decreased as per requirement. The quantity of bottles to be supplied to each department will be provided in writing to the contractor and no verbal change will be acceptable. CUI will accept no financial liability for extra supply, if made without written approval of CUI.
22. Bills will be processed on monthly basis.

### **Termination:**

23. Either party may terminate the contract by giving 60 days' notice to the other party (Mature termination). However, only 15 days' notice will be served for termination of contract in the Probation Period.
24. The contract will automatically terminate on expiry of the contract.
25. The original agreement shall remain with the University while a photocopy thereof may be handed over to the contractor, if it so wishes.
26. Any other rule, clause which is not mentioned here within this contract and a need arises according to the situation, will be communicated in writing to the contractor, discussed and mutually agreed and signed by both the contractor as well as CUI and will become a part of this contract.
27. In case of any violation of the above rules, at first, a warning letter will be given to the contractor for corrective measures within 30 days. In case of non-compliance, the termination of contract will come into force AND/OR Penalty of Rs,10,000/violation will be imposed on the contractor.

**In case of Disagreement/Conflict:**

28. In case of any conflict/disagreement, CUI will take appropriate actions to resolve the conflict. The Rector, CUI as Competent Authority, will be the final Authority to take decision and will be binding on both parties.

**Signatures:**

29. By Signing this contract, both parties i.e., the Contractor as well as CUI agrees that all terms and conditions are well read, understood and agreed without any confusion and conflict.

**Contractor**

**Focal person on behalf of  
COMSATS University Islamabad**

Signature:

Signature:

Name:

Name:

Name of Business:

Designation:

CNIC:

Department:

**Witnesses**

**Witness No. 1**

**Witness No. 2**

Signature:

Signature:

Name:

Name:

CNIC:

CNIC: