

University of Health Sciences, Lahore

Khayaban-e-Jamia Punjab Lahore-54600, Pakistan Phone: 042-111333366 Ext: 321, Fax: 042-99230870

Tender/Bidding Document

Procurement of Chemicals for Experimental Research Lab & Pharmacology Department (Bulk Store), University of Health Sciences, Lahore

Important Note

In order to conduct procurement process in a fair & transparent manner and to bring value for money to the Procuring Agency i.e., University of Health Sciences, Lahore through national and open competitive bidding, Tenderer/Bidder(s) (who intend to take part in the instant Tender) are required to submit the requisite information and documents mentioned in the Tender/Bidding Document. Bids received without, undertakings, legitimate documentary evidence, relevant documents and contrary to the method of submission as per requirement mentioned in the Bidding Document or Certificates are liable to be rejected ab initio i.e. at the initial stage. The supporting data alongwith valid documentary evidence for critical components as detailed herein should be submitted in the form of Index by the Tenderer/Bidder for scrutiny.



UNIVERSITY OF HEALTH SCIENCES LAHORE Khayaban-e-Jamia Punjab, Lahore

TENDER NOTICE

- Sealed tenders are invited from registered (Sale Tax/Income tax) companies/firms
 for the Procurement of Chemicals for Experimental Research Lab &
 Pharmacology Department under Bulk Store, University of Health Sciences,
 Lahore. Single stage two envelopes bidding procedure under PPRA Rule 38, 2(a)
 shall be followed.
- 2. The detail of items is given in the tender documents. The tender document is available from Finance Department (Room No. 09) of UHS Lahore during working hours (09:00AM to 05:00 PM) after depositing Rs. 1000/- (Non Transferable) to CE-UHS Account # 3164498127 NBP (Sheikh Zayed Hospital Branch, Lahore), from the date of publication.
- 3. The bidding firms / companies must attach 2% (Rs.57,155/- refundable) as earnest money of the estimated amount Rs.2,857,750/- in the form of Bank Guarantee /Pay Order/ Bank Draft drawn in favor of UHS, Lahore.
- 4. The sealed bid(s) can be put into the Tender Box placed at reception desk of UHS Lahore by 11:00 AM on 25.05.2022. The tender will be opened at 11:30 AM by the Tender Committee in the presence of representatives of the participating firms / companies.
- 5. The procurements including rejection or acceptance of bids will be governed by PPRA Punjab rules.
- **6.** Tender document will also be available at UHS (www.uhs.edu.pk) and PPRA Punjab website http://ppra.punjab.gov.pk from the date of publication.

REGISTRAR

University of Health Sciences Lahore. Khayaban-e-Jamia Punjab, Lahore-54600, Pakistan. Ph: 111-33-33-66, 042-99231304-9

Prepared by:

Contents checked & verified, and may be proceed after completing other official formalities.

B.O.Q

Procurement of Chemicals for Experimental Research Lab & Pharmacology Department under Bulk Store, University of Health Sciences, Lahore

Sr.No	Name of Item	Specifications	Qty Req	Unit Price	Total Price
1	Acetone	(Analytical/HPLC Grade)	5 liters		
2	Agarose	Ultrapure Agarose	2 kg		
3	ELISA kit for Rheumatoid Factors factor	Human specific, Sample type: Cit plasma, Hep Plasma, Serum	1		
	Rat Rheumatoid Factor ELISA Kit	Rat specfic, Sample type: Cit plasma, Hep Plasma, Serum, tissue	1		
4	mRNA isolation kit	For purification of total RNA from mammalian cultured cells, tissue, human blood cells, bacteria, and yeast,Pure – an A260/280 ratio > 1.9, Fast – 15 minutes after lysis step, Feasible for RT-PCR, • RT-qPCR • Northern blotting			
5	Poly-acrylamide	Ultapure, nonionic water-soluble polymer, m.p = 246-250 °C	1 kg		
6	Tris Base	99.9% (titration), abs., 100 mg/mL, 300 nm ≤0.015	1 kg		
7	TRizol Reagent	800 ml	800 ml		
8	1-Methyl-L-tryptophan	95%,	5 grams		
9	2-mercaptoethanol	(Analytical/HPLC Grade)	100 ml		
10	6X DNA loading dye solution	DNA Gel Loading Dye	5 ML		
11	6x His tag monoclonal antibody-HRP	Suitable for: ELISA, WB, HRP Rabbit polyclonal to 6X His tag, Species independent,	100 μg		
12	8 tube strip (0.2 ml) with cap(DNA ase, RNA ase free)	DNA ase, RNA ase free	120 strips		
13	96 well plate	Flat bottom clear polystyrene plate, non- sterile,	pkg of 40 plates		
14	96-well white qPCR plates (50 plates)	D-Nase/R-Nase, DNA-free, suitable for qPCR, pack of 50 ea, compatible with Quantstudio 1. 96-WELL, polypropylene	pack of 50 ea		
15	Absolute Ethanol	Laboratory grade	10 L		
16	Acetonitrile (Analytical/HPLC Grade)	Analytical/HPLC Grade	5 L		
17	Alcohol swabs	70% Isopropyl Alcohol swabs	5 packs		
18	Alloxan monohydrate 98%	25 G, powder or crystals, 98%	25 gram		
19	Bleach	Laboratory grade	20 L		
20	BRDU assay kit (100 reactions)	Sensitivity: 40 cells/well, Sample type: Adherent cells, Suspension cells, Detection method: Colorimetric, Assay type: Sandwich (qualitative) x	100 reactions		
21	CaCl ₂	Laboratory grade	1 kg		

	Catalase colrimetric		/E00	1
22	activity kit	Colorimetric	(500 reactions)	
	Catalase determination		1 kit (500	
23	kit (500 reactions)	Colorimetric	reactions)	
24	cDNA synthesis kit	Efficient synthesis of full-length double-	(200 x2	
- '	·	stranded cDNA	reactions)	
25	Curcumin C1386-10G 10	from Curauma longa (Turmoria) nouder	10.6	
	G	from Curcuma longa (Turmeric), powder Sterile-filtered water treated with diethyl	10 G	
26	DEPC treated water	pyrocarbonate (DEPC), DNase, RNase,		
		proteases, none detected	1 L	
27	Dichloromethane	(Analytical/HPLC Grade), suitable for HPLC,		
27		≥99.8%,	1 L	
	DMEM for cell culture			
28	with phenol and L	for cell culture with phenol and L Glutamine	5 L	
	Glutamine			
29	DNA Ladder(50 bp)	50 bp DNA Ladder, Sharp, clear bands	50 ug	
30	Doxorubicin	98.0-102.0% (HPLC)	10 MG	
-	Hydrochloride	, ,		
31	DPPH antioxidant assay kitt	Colorimetric, Serum, Other biological fluids, Food samples, Assay type: Quantitative	100 tests	
	Nitt	1 X, eady-to-use solution containing DreamTag		
32	Dream Taq Mastermix	DNA Polymerase, optimized DreamTag Green	200 rxns	
		buffer, MgCl2, and dNTPs.		
33	Eppendorfs tubes round		1 pack	
	bottom (2 ml)	round bottom (2 ml), strile, DNAs, RNAs free	(1000)	
34	Eppendorfs tubes(1.5 ml)	11 (4.5. 1) 1. 5014 .5014 .6	1 pack	
	, , ,	round bottom (1.5 ml), strile, DNAs, RNAs free 100X, sterile-filtered, Bio-reagent, cell culture	(1000)	
35	Essential amino acid	& mammalian: suitable, endotoxin, tested	100 ML	
		Standard (Sterile-Filtered), Cattle/Bovine,		
36	Fetal Bovine serum (1 L)	Endotoxin level: <=5 EU/mL, Hemoglobin level:	1 Liters	
		<=30 mg/dL (levels routinely <=25 mg/dL).		
37	Formaldehyde	Laboratory grade	2.5 Lit	
		Water-in-oil emulsion containing killed		
38	Freund's complete	Mycobacterium, Greatly enhances immune	5 x 10 mL	
30	adjuvant	response to immunogen, used for initial	3 X 10 IIIL	
		injections		
39	Glacial Acetic Acid	(Analytical/HPLC Grade)	2.5 Lit	
40	Dextrose (D-Glucose),	pH=5.9, white colour, granular powder, glass	500 g	
40	Anhydrous	bottle	200 g	
		colorimetric assay of total glutathione	1 kit (700	
41	Glutathione Assay Kit	(oxidised + reduced GSSG + GSH), sufficient for 700 assays	assays)	
		Detect and measure nitrite in biological		
		samples, determine NO levels by adding a		
	Grie's reagent for NO	nitrate reduction step, Measure absorbance at		
42	detection	548 nm, Solution contains sulfanilic acid and	1 Kit	
		N-(1-naphthalenediamine), Enough reagents		
		for 500 cuvette assays or 2500 microplate		
	Hydrogen peroxide	assay		
43	solution	30 % (w/w) in H2O, contains stabilizer,	100 ML	
44	Hard paraffin		1 KG	
		Paraffin wax, mp 53-58 °C		
45	Western blotting	Sensitivity=Low to mid-femtogram,	200 ML	

	Maximum Sensitivity	Substrate=Horseradish Peroxidase,		
	Substrate	Recommended Antibody Concentrations=2°: 1:100-500K (2-10ng/mL), 1°: 1:5K (10-		
		200ng/mL), Signal Duration=6 to 8 hr, Detection Method=Chemiluminescent,		
		Substrate Type=HRP (Horseradish Peroxidase)		
		Substrate		
46	Hydrochloric Acid	Laboratory grade	2.5 Lit	
47	Human Indoleamine 2,3- dioxygenase/IDO ELISA	Solid Phase Sandwich ELISA, five 96-well	1 Kit	
	dioxygenase/IDO ELISA	plates, Assay Range= 0.5 - 30 ng/Ml, DuoSet. A cell-potent, bioavailable, non-toxic		
	IDO Inhibitor -	hydroxyamidine that acts as a selective and D-		
48	Calbiochem 10mg (SKU-	trp competitive IDO inhibitor. Rapidly	10 MG	
	5382560001)	decreases cellular kynurenine levels & inhibits		
		B16-GM-CSF melanoma tumor growth. (mixture of isomers) for determination of fat		
49	Isoamyl alcohol	acc. to Gerber	1 Liters	
50	KMNO4	ACS reagent, ≥99.0%	1 Kg	
	Kynurenine ELISA kit (500	Detection Range: 7.813 pmol/mL - 500	1 kit (500	
51	reactions)	pmol/mL, Plasma, Serum, Tissue Homogenate,	reactions)	
	·	Reactivity: Human/Rat		
52	Lipopolysacchride (LPS)	lyophilized powder, phenol extraction	100 gm	
53	L-Kynurenine	≥98% (HPLC), powder	100 MG	
54	L-Tryptophan	reagent grade, ≥98% (HPLC)	100 gram	
55	Methanol	(Analytical/HPLC Grade)	5 liters	
56	1-Methyl-DL-tryptophan	Competitive inhibitor of indoleamine 2,3	1 gram	
	(97%)	dioxygenase-1 (IDO1), 1 g in glass bottle non-sterile, RNase and DNase free		
57	Micropipette tips (10 ul)	endotoxin free	I pack	
		endotoxin free	(1000)	
		non-sterile, RNase and DNase free	I pack	
58	Micropipette tips(100 ul)	endotoxin free	(1000)	
		endotoxin free non-sterile, RNase and DNase free		
59	Micropipette tips(1000	endotoxin free	I pack	
	ul)	endotoxin free	(1000)	
66	NATT Call Marketing A	1,000 assays, colorimetric detection of viable	4 1.44	
60	MTT Cell Viability Assay	mammalian cells, Configured to perform 1,000 tests using a 96-well microplate	1 kit	
		Purified from chicken egg whites and		
61	Ovalbumin (in PBS)	lyophilized in phosphate buffered saline,	5 x 20 mg	
01	Ovalbullill (III FB3)	Single polypeptide protein with molecular	3 X 20 111g	
		mass of 45,000 Daltons		
62	Oxyresveratrol	≥97.0% (HPLC)	100 Mg	
63	sterile Pasteur Pipettes	5-10 ml capacity, sterile and packed	1 pack	
64	PCR tubes(0.2 ml) flat top	0.2 mL PCR tube, polypropylene, flat cap, non- sterile, clear, 960/cs	1 pack (1000)	
	caps	Contains 10,000 units/mL of penicillin and	(1000)	
CF	Penicillin-Streptomycin	10,000 µg/mL of streptomycin, used to	100!	
65	(10,000 U/mL)	prevent bacterial contamination of cell	100 ml	
		cultures. 100x Concentration, sterile-fltered		
66	Phenol, Saturated	pH 6.6 or pH 7.9 for use in typical DNA	400 ml	
		purifications, high purity phenol, for Nucleic		

		Acid Extraction		
67	PVDF Transfer Membrane, 0.2 μm	Dimensions (LxW)=26.5 cm x 3.75 m, high- quality membranes ideal for blotting proteins and nucleic acids, polyvinylidene difluoride (PVDF), Pore Size=0.2µm	1 roll	
68	PVDF Transfer Membrane, 0.45 μm	Dimensions (LxW)=3.75 m x 26.5 cm, high- quality membranes ideal for blotting proteins and nucleic acids, polyvinylidene difluoride (PVDF), Pore Size=0.2μm	1 roll	
69	Resveratrol	≥99% (HPLC)	100 MG	
70	ReverAid Reverse transcriptase(200 U/ul)	Efficient synthesis of full-length first strand cDNA up to 13 kb, Optimum activity at 42°C	10,000 units	
71	Ribo lock RNAase inhibitor(40u/ul)	noncompetitive inhibitor of pancreatic-type ribonucleases such as RNase A, and is used to avoid RNA degradation in a variety of applications. Used for cDNA synthesis, RT-PCR, and in vitro transcription and translation	5,000 units	
72	RPMI 1640 already prepared (500 ml)	Liquid, sterile filtered, with glucose, L- Glutamine, phenol red, No Sodium Pyruvate	10 L	
73	Mouse IgG HRP- conjugated Antibody	Detects mouse IgG1, IgG2A, IgG2B, and IgG3 heavy and light chains in direct ELISAs and Western blots. In direct ELISAs, less than 5% cross-reactivity with human IgG, rabbit IgG and chicken IgY is observed.	1 ML	
74	Rabbit IgG HRP- conjugated Antibody	Detects rabbit IgG heavy and light chains in direct ELISAs and Western blots. In direct ELISAs, less than 5% cross-reactivity with human IgG, mouse IgG, and chicken IgY is observed.	1 ML	
75	Prepared Sephadex gel tubes	33 μm Polymeric Strong Cation, 40 g / 150 mL, Giga Tubes , 2/Pk	1 pack (2)	
76	Silica Gel	70-230 mesh size, 63-210 microns	2 Kg	
77	SOD Kit (500 reactions)	Assay type: colorimetric activity kit, Sample types: serum, plasma, cells, tissues, and erythrocyte lysates, Sensitivity: 0.044 U/mL	1 kit (500 Assays)	
78	Sodium citrate tribasic dihydrate	Trisodium citrate dihydrate, Citric acid trisodium salt dihydrate	500 G	
79	Streptozotocin	≥75% α-anomer basis, ≥98% (HPLC), powder	100 MG	
80	Green master mix for qPCR	Compatible with QuantStudio	5 x 5 mL	
81	Tris HCL	Molecular Biology Grade	1 kg	
82	Trypsin-EDTA solution (ml)	sterile-filtered, cell culture mammalian: suitable, pH =7.0- 7.6	500 ml	
83	Vacutainer (EDTA) Purple top	3.5 to 4.5 ml, Pack of 100, spray-coated K2EDTA Tubes are used for whole blood hematology determinations and immunohematology testing	20packs	
84	Vacutainer (Gel) Yellow top	3.5 to 4.5 ml, Pack of 100, Tubes contain spray-coated silica and a polymer gel for serum separation. They are used for serum determinations in chemistry. Vacutainer Tubes provide an efficient means of serum sample	20packs	

85	Vacutainer (serum) Red top	3.5 to 4.5 ml, Pack of 100, Plastic Serum Tubes have spray-coated silica and are used forserum determinations in chemistry, serology, and immunohematology, Serum Tube, 4 ml, evacuated sterile blood collection tube for serum analysis, clot activator, red safety closure, plus (medical grade PET) tube, 13 x 75 mm, no additive, block label.	20packs	
86	Water HPLC Plus	(Analytical/HPLC Grade)	2 L	
87	XAD resins		1 KG	
88	Xylene	Xylene mixture of isomers, reagent grade	1 L	
89	Diethyl Ether	Diethyl ether, suitable for HPLC, ≥99.9%, inhibitor-free	2 L	
90	Potassium Permanganate (KMnO4)	ACS reagent, ≥99.0%	1 KG	
91	Sodium bicarbonate solution	solution (7.5%), sterile-filtered, BioReagent, suitable for cell culture	500 ML	
92	Vacutainer (For Plasma) light green top	3.5 to 4.5 ml, Pack of 100, spray-coated lithium heparin and a gel for plasma separation. They are used for plasma determinations in chemistry hematology determinations and immunohematology testing	20packs	
93	Tris Base	White crystal, 10.0-11.5	1 kg	
94	Alum Adjuvant	Mild but effective adjuvant for substantial immunogens, Ready to use: mix antigen directly with Alum and inject, The adjuvant of choice for allergy and immunogenicity testing	50 ML	
95	L-(-)-Glucose, anhydrous	98%, HPLC/Analytical grade	1g	
96	ELISA Plate Sealers	contains 100 adhesive strips for sealing 96- well microtiter plates during assay incubation steps	1 pack (100)	
97	Clear Polystyrene Microplates	flat-bottom polystyrene microplates (360 µL/well), Clear Microplates	1 pack	
98	Stop Solution 2N Sulfuric Acid	Stop Solution of 2N sulfuric acid for the stopping the action of horseradish peroxidase on the tetramethylbenzidine substrate in an ELISA	15 x 6 mL	
99	Wash Buffer Concentrate	25X concentrated solution of buffered surfactant with preservative, contains 5 vials (100 mL/vial)	500 ml	
100	Sodium	cubes, contains mineral oil, 99.9% trace metals basis	100 G	

Note: All bidders are requested to quote rates inclusive of all kind of taxes and on FOR basis. Procurement will be considered Items wise. Quantities may be increased or decreased due to emerging need. Unit price as well as total price should be mentioned.

TENDER/BIDDING DOCUMENT

Procurement of Chemicals for Experimental Research Lab & Pharmacology Department under Bulk Store, University of Health Sciences, Lahore

INVITATION TO BID

1. Tender for Bid

University of Health Sciences, Lahore (hereinafter referred to as the "Purchaser") advertises the Tender and invites bids (hereinafter referred to as "the Tender") from interested registered person, firm, supplier/distributor/dealer, company or an organization in particular patent manufacturer on national competitive basis for 'Procurement of Chemicals for Experimental Research Lab & Pharmacology Department under Bulk Store, University of Health Sciences, Lahore.

2. Applicability of Public Procurement Rules

Public Procurement Rules 2014, which may be downloaded from website of Public Procurement Regulatory Authority, will be strictly followed (http://ppra.punjab.gov.pk. In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule made under Public Procurement Regulatory Authority act 2009 with reference to Public Procurement Rules 2014.

3. Methods of Advertisement (s)

- I. In compliance to Rule 12 (1&2) of Public Procurement Rules 2014, this Tender is being advertised at Authority's website http://ppra.punjab.gov.pk as well as in the print media nationwide.
- II. This Tender is also placed online at the website of the University of Health Sciences, Lahore /Purchaser. The Bidding Document containing comprehensive details can be obtained from **Finance Department** of University of Health Sciences, Lahore during the working hours on payment of **Rs. 1000/-** (non-refundable)

4. Type of Open Competitive Bidding

As per Rule 38,2 (a), Single Stage - two Envelopes Bidding Procedure shall be followed. The said procedure is comprehended as follows:

- (i) the bid shall be a single stage comprising two envelope
- (ii) The envelopes are opened in public at the date and time advised in the Bidding Document. The Contract is awarded to the Bidder whose Bid has been determined to be the lowest evaluated substantially responsive Bid
- (iii) the bid found to be the lowest evaluated bid shall be accepted and Bidder(s) shall be awarded the Contract.

INSTRUCTIONS TO BIDDER(S)

- I. The bids complete in all respect as prescribed and required under this Tender Document, must be delivered into Tender Box, placed at Reception of UHS, Lahore not later than 11:00 am on last date of submission of bids i.e. 25.05.2022
- II. Bids submitted late shall not be considered/entertained.
- III. Bid Security (Earnest Money) @ 2% according to the category wise in favour of "Treasure, of University of Health Sciences, Lahore." must be attached with

bid, as part of Financial bid and as per provisions contained in Clause "Bid Security" of the Terms and Conditions of the Tender in this bidding document mentioned hereinafter.

- IV. The bids shall be publicly opened in the Video Conference Room, at 11:30 am on 25.05.2022.
- V. Alternative bids shall not be considered. Bidder(s) must read the provisions/instructions of this Tender Document contained in Clause regarding invoke
 - "Determination of Responsiveness of Bid" and "Rejection/Acceptance of the Tender" for making bids substantially responsive to the requirements of Bidding Document.
- VI. It is sole responsibility of the Bidder(s) that he has read and understood all provisions, instructions, terms & conditions contained in this Tender Document before submitting the Bid. Neither any claim whatsoever including those of financial adjustments in case the contract is awarded under this Bid Process, will be entertained by the Purchaser nor any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder(s).
- VII. Instructions, Terms & Conditions and Specifications are devised for strict compliance and enforcement. No escalation of cost, except arising from increase in quantity by the Bidder(s) on the demand after approval of the Purchaser, will be permitted throughout the period of the contract.
- VIII. The successful Bidder(s) will be responsible for all the deliveries and deliverables to the Purchaser within stipulated time at University of Health Sciences, Lahore or otherwise locations described as per provision regarding delivery time or execution schedule of the Tender Document;
 - IX. Bidder(s) shall communicate all queries via Purchase cell.
 - X. Bidder(s) are required to state clearly, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of the Bidder(s)'s authorized representative through whom all communications shall be directed until the process has been completed or terminated.
- XI. The Purchaser will not bear any cost or expense incurred by Bidder(s) in connection with preparation or submission of bids.

5. <u>Determination of Responsiveness qualification of the Bid (Tender)</u>

The Purchaser shall, prior to the Tender evaluation, determine the substantial responsiveness of the Bid to the Tender Documents. A substantially responsive Tender is one which:

- i. meets the eligibility criteria given in Tender Documents for provision of Items;
- ii. meets the Technical Specifications for the Items against each Item/service of BOQ.

A material deviation or reservation is one which affects the scope, quality or performance of the Goods or limits the Purchaser's rights or the Bidder(s)'s obligations under the Contract.

The Tender determined as not substantially responsive shall not subsequently be made responsive by the Bidder(s) by correction or withdrawal of the material deviation or reservation.

6. Rejection/Acceptance of the Bid

The Purchaser may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Purchaser shall upon request communicate to any Bidder(s), the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. The Purchaser shall incur no liability, solely, by virtue of invoking discretion provided under sub-rule (1) of Rule-35 of Public Procurement Rules, 2014 towards the Bidder(s). However, prospective Bidder(s) shall be informed in due course about the rejection of the bids if any (As per Rule 35 of Public Procurement Rules, 2014).

The Tender shall be rejected if it is:

- substantially non-responsive in manner prescribed in the Tender Document; or
- ii. submitted in other than prescribed forms & documents and specified manner; or
- iii. incomplete, partial, conditional, alternative, late; or
- iv. bid not submitted and relevant bid security is not submitted;
- v. subjected to interlineations/cuttings/corrections/erasures/ overwritings; or
- vi. the Bidder(s) refuses to accept the corrected Total Tender Price; or
- vii. the Bidder(s) has conflict of interest with the Purchaser; or
- viii. the Bidder(s) tries to influence the Tender evaluation/Contract award; or
 - ix. the Bidder(s) engages in corrupt or fraudulent practices in competing for award of the Contract;
 - x. the Bidder(s) fails to meet the evaluation criteria requirements;
- xi. the Bidder(s) has been blacklisted by any public or private sector organization;
- xii. the Bidder(s) has been served any legal notices or displeasure letters by any public sector organization on serious failures to provide satisfactory Goods;
- xiii. the Bidder(s) has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations.
- xiv. the Bidder(s) submits financial conditions as part of its bid which are not in conformity with Tender Document.
- xv. non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.
- xvi. Bidder is not authorized Dealer/Supplier/Distributor of manufacture Company.

7. Headings and Titles

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall also include the plural and vice versa where the context so requires.

8. Notice

Wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions between the Bidder/Contractor and the Purchaser, the same shall be:

- i. in writing;
- ii. issued within reasonable time;
- iii. served by sending the same by special messenger, courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose;

The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

9. Tender Cost

The Bidder(s) shall bear costs/expenses with regard to preparation and submission of the Tender(s) and the Purchaser shall not responsible/liable for those costs/ expenses.

10. Amendment of the Tender Document

The Purchaser may, at any time prior to the deadline for submission of the Tender, at its own initiative vested with exclusive discretion or in response to a clarification requested by the Bidder(s), amend the Tender Document, on account of any reason, either to extend the deadline for the submission of Bid or otherwise which shall be notified to all prospective Bidder(s) whereafter all such amendment(s) shall be considered part of the Tender Document and binding on the Bidder(s) as per Public Procurement Rules, 2014 Rule 25(4).

11. Preparation/Submission of Tender

The Bidder(s) is required to bid for all items according to Form of Bid;

- a. Tender as well as documents related to Tender, exchanged between the Bidder(s) and the Purchaser, shall be in English or Urdu or in both. Any printed literature furnished by the Bidder(s) in another language shall be accompanied by an English as well as Urdu translation which shall govern for purpose of interpretation of Tender;
- b. Tender shall be submitted in prescribed manner elaborated herein and all documents shall be typed, completely filled in, stamped and signed by Bidder(s) or his Authorized Representative. Only signed and stamped documents shall be submitted. In case volume of the bid contains various set(s) of documents, the same must be properly numbered and tagged in binding shape with proper index or table of contents;

12. Tender Price

The quoted price shall be:

- a. best/final/fixed and valid until completion of all obligations under the Contract i.e. not subject to variation/escalation;
- i. in Pak Rupees;
- ii. inclusive of all taxes, duties, levies, insurance, freight, etc.;
- iii. including all charges up to the delivery point at University of Health Sciences, Lahore;
- if not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements;
- where no prices are entered against any item(s), the price of that item shall be deemed free of charge, and no separate payment shall be made for that item(s);
- d. in case of locally produced item, the price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacturing or assembling of the item.

13. Bid Security (Earnest Money)

- a. The Bidder(s) shall furnish the Bid Security (Earnest Money) as under:
 - for a sum equivalent to 2% of the estimated Price of Items as per Forms of Bid given in this Tender Document in the form of Demand Draft/Pay Order/Call Deposit Receipt, in the name of the Treasurer, University of Health Sciences, Lahore;
- ii. denominated in Pak Rupees;
- iii. have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Tender whichever is later;
- b. The Bid Security (Earnest Money) shall be forfeited by the Purchaser, on the occurrence of any or all of the following conditions:
- i. if the Bidder(s) withdraws the Tender during the period of the Tender validity specified by the Bidder(s) on the Tender Form; or
- ii. if the Bidder(s) does not accept the corrections of his Total Tender Price;
- iii. if the Bidder(s), having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, in accordance with the Tender Document.

14. Tender Validity

The Tender shall have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Tender. The Purchaser may solicit the Bidder(s)'s consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Bidder(s) agrees extension of validity period of the Tender, the validity period of the Bid Security (Earnest Money) shall also be suitably extended. The Bidder(s) may refuse extension of validity period of the Tender, without forfeiting the Bid security (Earnest Money).

15. Modification/Withdrawal of the Tender

- a. The Bidder(s) may, by written notice served on the Purchaser, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
- b. The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiry of the period of the Tender validity, shall result in forfeiture of the Bid Security (Earnest Money).

16. Opening of the Tender

- a. Tenders shall be opened at 11:30 am on the last date of submission of bids i.e 25.05.2022 in the presence of the Bidder(s) for which they shall ensure their presence without further invitation, as per provision of Rule-30 of PPRA Rules, 2014.
- b. The Bidder(s)'s name, modifications, withdrawal, security, attendance of the Bidder(s) and such other details as the Purchaser may, at its exclusive discretion, consider appropriate, shall be announced and/or recorded.
- c. No Bidder(s) or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during Tender opening meeting at given time and location.

17. Clarification of the Tender

The Purchaser shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Bidder(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is sole discretion of the Purchaser.

18. Correction of Errors/Amendment of Tender

- a. The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:
- if there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern;
- ii. if there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected;
- iii. if there is a discrepancy in the actual sum of the itemized total prices and the total Tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern;
- b. The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Bidder(s).
- c. Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.

d. No credit shall be given for offering delivery period earlier than the specified period.

Eligibility	Description	Qualification
	Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan	Mandatory
	Valid Income Tax Registration and active return filer	Mandatory
	Valid general sales tax registration(status=Active with FBR) and active return filer	Mandatory
Legal (Mandatory)	Submission of required undertaking on legal valid and attested stamp paper or company letterhead that the firm is not blacklisted by any of Government Department, Agency, Organization or Autonomous Body or Private Sector Organization anywhere in Pakistanetc	Mandatory
	Compliance to the technical specifications of items/goods (all items) to be procured mentioned in this document(Undertaking)	Mandatory
	In full compliance of the Execution Schedule and Delivery period mentioned in Tender Document(Undertaking of same on legal Stamp paper)	Mandatory

19. Acceptance Letter/Purchase Order

The Purchaser shall issue the Acceptance Letter/Purchase Order to the successful Bidder(s), within reasonable time of announcement of bid evaluation report (Rule-55 of PPRA Rules, 2014) and prior to the expiry of the original bid validity period or extended bid validity period of the Tender, which shall constitute a contract, until execution of the formal Contract.

20. Terms & Conditions of Contract Form

Terms & condition laid down in contract document/form are part & parcel of the Bid documents and shall be applied to the successful bidder under the Tender.

21. Redressal of Grievances by the Procuring Agency

- a. The Purchaser may constitute a Committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of Bidder(s) that may occur prior to enforcement of the Procurement Contract.
- b. Any Bidder(s) feeling aggrieved by any act of the Purchaser after the submission of bid may lodge a written complaint concerning grievances not later than ten days after the announcement of the bid evaluation report.

- c. The Committee may investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- d. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

22. Instruction For Preparation Of Power Of Attorney/Letter of Authority

- a) To be executed by an authorized representative of the Bidder(s) on company letterhead enclosing attested Copy of National Identity Card.
- b) The mode of execution of the Power of Attorney/Letter of Authority should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- c) Also, wherever required, the Bidder(s) should submit for verification the extract of the charter documents such as a resolution/ power of attorney in favor of the person executing the Power of Attorney/Letter of Authority for the delegation of power hereunder on behalf of the Bidder(s).
- d) In case the Tender Documents are signed by an authorized Director/Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution/document conveying such authority may be enclosed in lieu of the Power of Attorney/Letter of Authority.

23. (3) FORM OF BID;

Forms, Specifications, List of Goods, Bill of Quantities and Detail of Standards of Tender/Items

Sr.No	Description/Specifications /Standards	Quantity	Bid Rate per Unit (in Words)	Bid Rate Per Unit (in Figure)	Total Bid Cost/Amount

Form of Covering Letter

[Lahore, Date]

To

The Registrar,
University of Health Sciences,
Lahore.

Sub: <u>SUBMISSION OF BID</u>

Dear Sir,

- a) Having examined the Tender related documents we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.
- b) We undertake, if our proposal is accepted, to provide the tender items within time frame specified, starting from the date of signing of the Contract.
- c) We agree to abide by our proposal for the period of _____ days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- d) We agree to execute a Contract in the form to be communicated by the Purchaser.
- e) Unless and until a formal agreement is prepared and executed, this proposal together with your written acceptance thereof shall constitute a binding contract agreement.
- f) We understand that you are not bound either to accept the lowest or any bid you receive, or to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.

A that additional and the Official Coal

Authorized Signatures with Official Seal

FORM OF POWER OF ATTORNEY/LETTER OF AUTHORITY

(On Stamp Paper of relevant value or Company letter head duly signed and stamped)

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of (name of position) as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the assignment) in response to the Tender invited by the (name of the Purchaser) including signing and submission of all documents and providing information/responses to (name of the Purchaser) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this day of	20	
For		
(Signature)		
(Name, Designation and Address)		
Accepted		
(Signature)		
(Name, Title and Address of the Attorney)		
Date:		

FORM OF UNDERTAKING

(on company letterhead)

		ed/furnished herein as per 16 true and correct and nothing	
tampered with. We the Tender Documen	have gone through all t t for	he instructions and terms & co and are liable to	onditions contained in
furnishing false infor	mation/documents.		
Dated this	day of	20	-
Signature			
(Company Seal)			
In the capacity of	_		
Duly authorized to sig	gn bids for and on behal	of:	

Form of Integrity Pact

We _(Name of the Bidder(s)/supplier)_ being the first duly sworn on oath submit, that Mr./Ms. _____ (if participating through agent / representative) is the agent / representative duly authorized by _(Name of the Bidder(s) company)_ hereinafter called the Contractor to submit the attached bid to the _(Name of the Purchaser)_. Affiant further states that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any officer or employee of the _(Name of the Purchaser)_ any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the Bidder(s) in the bidding and in the evaluation and selection of the Bidder(s) for contract or other forms of non-compliance.

[The Seller/Supplier/Contractor] 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 the Purchaser and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[The Seller/Supplier/Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts 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 the Purchaser under any law, contract or other instrument, be voidable at the option of the Purchaser.

Notwithstanding any rights and remedies exercised by the Purchaser in this regard, [the Seller/Supplier/Contractor] agrees to indemnify the Purchaser for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the Purchaser in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Seller/Supplier/Contractor] 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 the Purchaser.

			Signature & Stamp
Subscribed and sworn to me this	day of	20	

Notary Public

24. FORM OF CONTRACT

This CONTRACT AGREEMENT (this "Contract") made as of the [day] of [month], [year], between [Supreme Court of Pakistan] (the "Purchaser"), on the one part, and

[full legal name of the Contractor], on the other part severally liable to the Purchaser for all of the Contractor's obligations under this Contract and is deemed to be included in any reference to the term "the Contractor."

RECITALS

WHEREAS,

- (a) The Purchaser intends to spend a part of its budget/funds for making eligible payments under this Contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract described herein.
- (b) The Purchaser has requested the Contractor to provide certain supply of Goods/Items as described in Tender Document; and
- (c) The Contractor, having represented to the Purchaser that it has the required financial resources, professional skills, and personnel resources, has agreed to provide the tender goods on the terms and conditions set forth in this Contract.
- (d) **NOW THEREFORE**, the Parties to this Contract agree as follows:
- The Contractor hereby covenants with the Purchaser to supply the Goods and to remedy
 defects/damage therein, at the time and in the manner, in conformity in all respects with
 the provisions of the Contract, in consideration of the payments to be made by the
 Purchaser to the Contractor.
- 2. The Purchaser hereby covenants with the Contractor to pay the Contractor, the Contract Price or such other sum as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of supply of the Goods and remedying of defects/damage therein.
- 3. The following shall be deemed to form and be read and construed as part of this Contract:
 - i. The Tender Document
 - ii. Bidder(s)'s Proposal
 - iii. Terms and Conditions of the Contract
 - iv. The Technical Specifications
 - v. Tender Forms
 - vi. Price Schedule/Bid
 - vii. Affidavit(s)
 - viii. Authorized Dealership/Agency Certificate
- 4. This Contract shall prevail over all other documents. In the event of any discrepancy/ inconsistency within the Contract, the above Documents shall prevail in the order listed above.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of **Pakistan** as of the day, month and year first indicated above. For [University of Health Sciences, Lahore For [full legal name of the Pakistan]: Contractor]:

Signature	Signature
Name:	Name:
Witnessed By:	Witnessed By:
WITNESSES	
Signature	Signature
CNIC #	CNIC#
Name	Name
Designation	Designation
Address	Address_

25. (GENERAL OR SPECIAL CONDITIONS OF CONTRACT

25.1. Contract Documents and Information

The Contractor shall neither disclose any document, specification, sample, information nor make use of the Contract or disclose any of the provisions contained therein, furnished by or on behalf of the Purchaser, without prior permission of the Purchaser, to any person other than a person employed by the Contractor in performance of the Contract and such disclosure shall be only for purpose of performance of the Contract.

25.2. Contract Language

The language of the Contract and other relevant documents between the Contractor and the Purchaser shall be English or Urdu or English & Urdu and in case of any translation the cost shall be borne by the Contractor.

25.3. Standards

The Goods provided/supplied under the Contract shall conform to latest industrial quality standards.

25.4. Commercial Availability

The commercial availability of the Goods required to be supplied under the Contract shall be ensured at the time of signing of the Contract.

25.5. Patent Rights

The Contractor shall indemnify and hold the Purchaser harmless against all third party claims of infringement of patent, trademark or industrial design rights arising from use/supply of the Goods or any part thereof.

25.6. Execution Schedule

The Contractor shall ensure delivery of Goods mentioned in the Bidding Document on top priority within 45 days of the intimation/receipt of work order.

25.7. Delivery

The Contractor shall deliver the Goods/Items at University of Health Sciences, Lahore according to purchase/service order as specified by the Purchaser.

The Contractor shall be responsible for physical custody of the Goods until the delivery, testing and taking over of the Goods is completed.

The Goods shall be delivered completely by the Contractor and if there is any apprehension of incomplete delivery, the Contractor shall complete the missing delivery immediately at his expenses.

The Contractor is required to provide a comprehensive logistics plan including supporting details regarding transportation, mobilization and personnel scheduling during warranty period.

The Contractor shall arrange and pay for the transport and maintenance of the Goods to the place of destination as specified in the Contract.

25.8. Inspection and Testing

Inspection Committee shall inspect and test the Goods at the time of delivery in order to verify their conformity to the Technical Specifications. The Purchaser may reject the Goods if they are not in conformity to the Technical Specifications, in any test(s) or inspection(s) and the Contractor shall either replace the rejected Goods or make all alterations necessary to meet the Technical Specifications, within three working days, free of cost to the Purchaser.

The Purchaser's post-delivery right to inspect, test and, where necessary, reject the Goods shall in no way be limited or waived by reason of pre-delivery inspection, testing or passing of the Goods

Nothing contained in this document shall, in any way, release the Contractor from any Warranty or other obligations under the Contract.

25.9. Warranty

The Contractor shall warrant to the Purchaser Manufacturer's warranty for minimum one (1) year (hereinafter referred as Warranty Period) that the Goods supplied under the Contract are genuine, brand new, non-refurbished, un-altered, imported through proper channel, without any defect and incorporate all recent improvements in design and materials, unless provided otherwise in the Contract. The Contractor shall provide replacement of defective/damaged items within 24 hours of intimation. The Contractor shall clearly mention Terms and Conditions for the Goods supplied after the expiry of initial warranty period. The Client shall, by written notice served on the Contractor with a copy to the Purchaser, indicate any claim(s) arising under the warranty. The Contractor shall, within the prescribed time period, after receipt of such notice, replace the defective/damaged Goods or parts thereof, without any cost to the Purchaser. The end user licenses, end user warranties and end user contracting support Goods shall be in the name of Purchaser, for the Goods supplied under the Contract.

25.10. Ownership of Goods and Replaced Components

Goods to be supplied to the Purchaser, pursuant to the Contract, shall become the property of the Purchaser when the Goods are taken over by the Purchaser. Defective components to be replaced by the Contractor, pursuant to the Contract, shall become the property of the Contractor as and where it lies.

25.11. <u>Defects Liability Expiry Certificate</u>

The Contractor shall, after expiry of the warranty period, by written notice served on the Client with a copy to the Purchaser, apply for a Defects Liability Expiry Certificate.

The Client shall, within seven days of receipt of such notice, either issue the Defects Liability Expiry Certificate to the Contractor with a copy to the Purchaser, stating the date of expiry of the Warranty Period for all the Goods supplied and fulfillment of all obligations by the Contractor, under the Contract; or reject the application giving the reasons and specifying the work required to be done by the Contractor to enable the Defects Liability Expiry Certificate to be issued.

25.12. Payment

The Contractor shall provide all necessary supporting documents along with invoice.

The Contractor shall submit an Application for Payment to the Purchaser. The Application for Payment shall be accompanied by such invoices, receipts or other documentary evidence as the Purchaser may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Goods supplied upto the date of the Application for Payment and subsequent to the period covered by the last preceding Payment, if any.

The Purchaser shall get verified the details of Goods delivered against the invoice from the concerned Officer/ Inspection Committee and Payment shall be made on complete delivery of Goods after issuance of satisfactory certificate by concerned Officer/ Inspection Committee, as per details given in relevant Letter of Acceptance.

The Purchaser shall pay the amount verified within thirty (30) days. Payment shall not be made in advance and against partial deliveries. The Purchaser shall make payment for the Goods supplied to the Contractor, as per Government policy, in Pak Rupees, through treasury cheque.

Payment to contractor will be made after deduction of 5% retention money which will be released after expiry of the warranty period.

All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan, for the whole period starting from issuance of Acceptance Letter till termination of the signed contract in this regard.

25.13. Price

The Contractor shall not charge prices for the Goods supplied and provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.

25.14. Contract Amendment

The Purchaser may at any time, by written notice served to the Contractor, alter or amend the contract for any identified need/requirement in the light of prevailing rules and regulations.

The Contractor shall not execute any Change until and unless the Purchaser has allowed the said Change, by written order served on the Contractor with a copy to the Client.

The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.

No variation or modification in the Contract shall be made, except by written amendment signed by both the Purchaser and the Contractor.

25.15. Assignment/Subcontract

The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Purchaser's prior written consent. The Contractor shall guarantee that any and/or all assignees / subcontractors of the Contractor shall, for performance of any part / whole of the work under the contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the work under the contract.

25.16. Liquidated Damages

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @1% of the total Contract Price which is attributable to such part of the Goods, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 10% of the Contract Price.

25.17. Blacklisting

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract or found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the Purchaser may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector, as per provision of Punjab Procurement Rules, 2014.

26. Termination for Default

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure / delay, within fifteen working days (or such longer period as the Client may allow in writing), after receipt of such notice.

If the Purchaser terminates the Contract for default, in whole or in part, the Purchaser may procure, upon such terms and conditions and in such manner as it deems appropriate, Goods, similar to those undelivered, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Contractor shall continue performance of the Contract to the extent not terminated.

27. Termination for Insolvency

If the Contractor becomes Bankrupt or otherwise insolvent, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

28. Force Majeure

For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies.

If a Force Majeure situation arises, The Contractor shall, by written notice served on The Purchaser, indicate such condition and the cause thereof. Unless otherwise directed by The Purchaser in writing, The Contractor shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations here under.

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

29. Dispute Resolution and Redressal of Grievances by the Procuring Agency

- a. The Purchaser may constitute a Committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of Bidder(s) that may occur prior to enforcement of the Procurement Contract.
- b. Any Bidder(s) feeling aggrieved by any act of the Purchaser after the submission of bid may lodge a written complaint concerning grievances not later than ten days after the announcement of the bid evaluation report.
- c. The Committee may investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- d. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- e. The Purchaser and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

30. Taxes and Duties

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax/Sales Tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan/Punjab.

31. Contract Cost

The Contractor shall bear all costs / expenses associated with the preparation of the Contract and the Purchaser shall in no case be responsible / liable for those costs / expenses. The successful Bidder(s) shall provide legal Stamp Papers of relevant value according to Government

Incharge Purchase cell

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