



# University of Health Sciences Lahore

Khayaban-e-Jamia Punjab Lahore-54600, Pakistan

Phone: 042-111333366 Ext: 314, Fax: 042-99230870

## Auction Document

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### **Auction of Dead Stock/Condemned Items/Guyed Towers**

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#### **Important Note**

*In order to conduct bidding process in a fair & transparent manner and to bring value for money to the Tendering Authority 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 Auction/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 Auction/Bidding Document or Certificates are liable to be rejected ab initio i.e., at the initial stage. The supporting data along with 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**

**AUCTION NOTICE**

1. Sealed tenders are invited from registered companies/firms for 'Auction of Dead Stock/Condemned Items / Guyed Towers at University of Health Sciences Lahore on 'as is where is' basis.
2. The detail of dead stock/towers is given in the auction document available from Finance Department (Room No. 09) of UHS Lahore during working hours (09:00AM to 05:00 PM) after depositing **Rs 500/-** (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.12,453/- refundable) as earnest money of the auction reserve amount **Rs 622,626/-** 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 21.03.2022. The auction bids will be opened at 11:30 AM by the Auction 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](http://www.uhs.edu.pk)) and PPRA Punjab website <http://ppra.punjab.gov.pk>.

**REGISTRAR**

University of Health Sciences Lahore.  
Khayaban-e-Jamia Punjab, Lahore-54600, Pakistan.  
Ph: 111-33-33-66, 042-99231304-9  
[www.uhs.edu.pk](http://www.uhs.edu.pk)

Prepared by:

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

## Guyed Towers Installed at University of Health Sciences Lahore and Affiliated Institutions

Sr. No	Tower Location	Tower Height	Reserve Amount (PKR)
1	University of Health Sciences Lahore - UHS (City Campus)	120ft	42,000/-
2	Allama Iqbal Medical College (AIMC)	100ft	35,000/-
3	Institute of Public Health (IPH)	100ft	35,000/-
4	Punjab Institute of Cardiology (PIC)	80ft	28,000/-
5	Institute of Child Health (ICH)	60ft	21,000/-

<b>Batteries</b>		
Item Name	Quantity	Estimated value
Batteries for M/C	53	7950
Dry Batteries for UPS	562	84300
Batteries for Vehicles	78	168480
<b>Furniture &amp; Fixtures</b>		
Item Name	Quantity	Estimated value
Door Handle	3	60
Chairs & Chairs Parts	169	5070
Vertical Blinds	2	20
Racks	3	6000
Floor Carpet	5575.7	11151.4
Drawer locks	2	4
Specker Wooden Desks	4	800
Wooden Bench	1	200
Wooden Stool	3	150
<b>Machinery Items</b>		
Item Name	Quantity	Estimated value
AC Blower Motor	13	3900
Ceiling Fan	1	500
Cloud Battery (EVO)	1	50
Dispenser Carburetor	4	400
Gas Heater	3	450
HP Laserjet 5100+n	1	500
HP Scanjet 5590	1	500
Juicer Box	2	60

Lamination Machine	9	1800
Pro Guard TS2	1	30
Refrigerated Centrifuge Repair	2	80
Tank Level Sensor	1	10
Typewriter	1	100
Water Dispenser	1	700
Water Motor Top Cover	2	200
Microtone Repair Parts	2	400
Embedding System Parts	2	100
Miscellaneous Items for Machinery	247	4940
Drill Grari Machine	2	40
Wire All types	768	1500
Sui gas Regulators	3	150
Lawn Mover Machine	1	1000
Drill Check Nut / Field Geniun	2	100
Photocopier Kyocera KM-2035	1	1500
<b>Electric &amp; IT Items</b>		
<b>Item Name</b>	<b>Quantity</b>	<b>Estimated value</b>
Electric Heater	1	50
Exhaust Fans	7	210
Fan / AC Capasitors / Dimer	30	300
Telephone Sets	34	680
Television	2	400
Relay Freezer	1	50
Fuse Electric	7	70
Electric Kettle	1	50
Exhaust Fans Motors	2	150
Air Conditioners	7	7000
Circuit Breaker Electric	42	840
Refrigerator PEPSI	1	2000
Pedestal Fan Stand	4	200
Waves Deep Freezer	2	4000
Water Electric Cooler	2	1000
Bracker / Wall Fan	1	50
Charger UPS	1	50
CCTV Cameras	10	300
Computer Keyboards	76	760
Computer Mouse	78	250
Desktop Pauch Laminator	21	3150
Printer	1	200
Lamp for Multimedia	3	150
LED Monitor	8	1200
Muratec MFX-2010 Fax Machine	1	100
Panasonic Fax KXFB422	1	100
Panasonic Fax KXFM131	2	200
Sharp Fax Machine F-1530	3	300

UPS Desktop Computer	5	1000
Mother Board Computer	7	140
Power Supply Computers	21	420
Miscellaneous IT Parts	46	400
Systec Telephone Exchange	1	500
Laptop Batteries	5	150
CD Rom	1	150
Hard Drives Computers	9	450
Scanner Miscellaneous Parts	12	150
<b>Miscellaneous Items</b>		
<b>Item Name</b>	<b>Quantity</b>	<b>Estimated value</b>
Money ( Galla) Box	7	700
UHS Big Iron LOGO	1	300
Wall Clock Big Size	6	180
Wall Clock Small Size	54	1620
Energy Savers	187	1870
Miscellaneous Crockery Items	3	120
Trigger Pump Action / Sling 12 Bore	8	150
Umbrellas	10	0
<b>Vehicle &amp; Iron Items</b>		
<b>Item Name</b>	<b>Quantity</b>	<b>Estimated value</b>
Clutch Plate Vehicles	72	1500
Clutch Set Vehicles	4	10
Coil M/C & Vehicles	50	100
Connecting Rod Vehicles	2	15
Cut/Chimta Brush Vehicles	98	420
Cutout Vehicles	51	10
Disc Pad Vehicles	244	500
Duster Heater Cap	2	0
Dust Heater Assembly	4	10
Engine Kit & Seal	19	0
Fan Belt for Vehicles	140	0
Fan Blade Vehicle	16	0
Fan Motor Vehicles	18	0
Foot Bar M/C	25	0
Front Shock Vehicles	2	300
Fuel Pump Vehicles	61	200
Generator Kabli Saman	1	50
Gear Born Seal	5	0
Gear Lever M/C	18	20
Hand Brake Lever	2	10
Head Gasket Vehicles	80	50
Head Light Holder / Demp	2	5
Head Light Tube Vehicles	39	80
Head Light Relay / Grip	13	15

Head Light Cover Vehicles	10	5
Head Light Vehicles / M/C	65	100
Helmet	3	20
HID Light Tube	1	5
Horns / Relay Vehicles	20	10
Hose Pipe Set Vehicles	5	0
Hub for Vehicles & M/C	63	500
Indicators / Cover Vehicle & M/C	187	100
Kick M/C	47	100
Light Tube Vehicles	3	0
Lock Assembly Vehicles	7	15
M/C Foot Gear Grari	6	10
Grari Set Vehicle & M/C	27	500
Magnet Coil & Seal M/C	24	10
Main Begin Vehicles	18	100
Meter Cable M/C	34	0
Mounting Shocks for Vehicles	17	100
Mud Guard Vehicles & M/C	31	500
Nosel Set Vehicles	13	50
Oil & Water Pump Vehicles	3	0
Piston Set	2	15
Plugs for Vehicles & M/C	81	100
Power Window Kit	1	0
Power Window Motors	3	50
<b>Vehicle &amp; Iron Items</b>		
<b>Item Name</b>	<b>Quantity</b>	<b>Estimated value</b>
Safety Valve / Guard Vehicles	4	0
Parking Light Vehicles	22	50
Power Switch Vehicle	3	0
Sleeve Set Vehicle	4	0
Wind Screen Vehicle	1	0
Miscellaneous Items for M/C	161	300
Gear Box Vehicles	6	10
Engine Pully / Turbo	11	150
Wire Lock M/C	2	5
CNG Piston Vehicle	10	10
Side Indicator Vehicle	4	0
Meter, Box & Body M/C	43	250
Head Cam Set	8	15
Axil Boot Vehicle	4	0
Radiator Pipe Vehicle	23	0
Power Pump Vehicles	6	20
Holder / Bulb for Vehicles	11	0
Key Switch M/C	15	20
Self Body Vehicles	18	0
Head Light Assembly	18	100

Silencer for Vehicles	30	1000
Radiator Jali Vehicle	2	100
Tapet Jain/Kit Vehicle & M/C	47	100
Radiator for Vehicle	24	1000
Radiator Cup / Fan for Vehicle	28	50
Oil Pump M/C	2	10
Ring Piston M/C	35	200
Handle Lock M/C	11	50
Side Cover M/C	4	0
Engine Mounting Gear Vehicle	52	300
Disc Plate Vehicles	13	500
Silencer pipe for M/C	6	0
Filter for Vehicles, M/C & Machines	171	0
Rim Vehicles	8	1000
Fan Pully Vehicle	2	10
Number Plates Vehicle & M/C	15	25
Brake Cylinder Vehicles	16	100
Water Pump Vehicles	20	100
Goat Set M/C	62	50
Door glass Machine/Handle Vehicle	48	50
<b>Machinery Items</b>		
<b>Item Name</b>	<b>Quantity</b>	<b>Estimated value</b>
Generator Assembly	21	630
Generator Pully	1	30
Generator Module	1	50
Generator Cut Out	6	300
Miscellaneous Generator Parts	77	924
AC Switch	4	80
AC Kit	2	100
AC Compressor	76	7600
AC Cooling Coil	5	500
AC Parts / Refrigerated	8	400
AC Condenser	8	4000
Air Conditioner Fan	2	100
<b>Toners</b>		
<b>Item Name</b>	<b>Quantity</b>	
Toners All Types	1370	20550
<b>Photocopy &amp; Printer Parts</b>		
<b>Item Name</b>	<b>Quantity</b>	<b>Estimated value</b>
Cleaning Blade / Assembly	32	320
Cutting Unit Photocopier	1	10
Photocopier/Fax Drum Kit/Unit	69	552
Photocopier Drum Spacer	29	250
Photocopier / Printer / Fax Parts	197	1379
Heat Roller Upper / Lower	19	190

Lower Seperating Claws	7	140
Upper Seperating Claws	18	360
Heat/ Printer Sleeves	56	400
Cleaning Web	6	50
Photocopier Roller Kit	3	90
Photocopier Developing Unit	6	400
Developer Photocopy	44	396
Heater Unit Photocopier	5	80
Transfer Roller	8	150
Feeding Roller Photocopier	37	450
Grid Wire for Photocopier	1	10
Thermostate Photocopier	5	150
Lift Up Cover	4	120
Chrging Assembly Photocopier	1	50
Laser Unit for Printer	1	50
Imaging Unit Photocopier	1	150
Paper Picking Roller / Assembly	55	605
Photocopy Machines	8	16000
<b>Miscellaneous Items</b>		
<b>Item Name</b>	<b>Quantity</b>	<b>Estimated value</b>
Door Closer	13	130
Plastic Body Water Tank	1	200
Iron Hand Carriage	2	500
Gyser Cylinder	1	500
Bicycles	3	1500
Iron Racks	4	2000
AC Refrigerant Gas Cylinder	16	3200
Iron Tub	1	100
Oven	1	200
Dead Body Iron Box	1	200
Iron Stand	2	500
Miscellaneous Kids Item	12	300
Slice Valve for Water Tank	1	30
Gyser Tanki	1	500
Chemicals Bottles Plastic/Glass	475	1000
Stapler Machines	10	50
Tape Dispensers	4	80
Calculators	16	300
Punch Two Hole	8	30
Flags	10	0
<b>Vehicle &amp; Iron Items</b>		
<b>Item Name</b>	<b>Quantity</b>	<b>Estimated value</b>
AC Belt Vehicle	14	10
AC Condenser Vehicles	15	4000
AC Pin Switch	4	15

AC Pipe Vehicles	13	30
AC Vaccume / Compressor	19	150
Dryer Bottle AC	4	10
Air Cleaner Box	3	20
Assembly Light for Vehicles	1	20
Axle for Vehicle	2	100
Back Light / Cover M/C	43	0
Back Carrier M/C	1	10
Back Light Vehicles	4	0
Joint for Vehicles	133	500
Brake Lever M/C	17	10
Brake Shoe M/C	20	300
Brake Shoe Vehicles	323	1500
Bumper Vehicles	28	2000
Bumper Light Vehicles	9	100
Car Deck for Vehicle	1	100
Carburetor M/C	9	200
Central Locking System	1	50
Chain Garari Set	127	2000
Clutch Grip M/C	32	200
Clutch Wire M/C & Vehicle	155	50
Clutch Plate M/C	14	300
<b>Vehicle &amp; Iron Items</b>		
<b>Item Name</b>	<b>Quantity</b>	<b>Estimated value</b>
Pressure Plate M/C	9	300
Pully Water Body	1	50
Rear Shock Vehicle	5	500
Ring Piston Vehicle	42	500
Ring Set Vehicles	16	50
Seat Cover M/C	24	0
Seat M/C	2	0
Self Garari Vehicles	16	50
Sheild Fan Motor Vehicles	1	0
Shocks M/C	101	500
Side Mirrors Vehicles	34	50
Steering Comb Vehicles	13	0
Stem Steering M/C	2	0
Switch Kit / Switches Vehicles	21	0
Tanki & Tapays for M/C	32	2000
Tie Rod End (Goli) Vehicles	23	500
Timing Belt Vehicle	62	0
Timing Chain	69	100
Timing Seal	21	0
Tubes for M/C	168	100
Tubes for Vehicles	9	200
Valves Vehicles & M/C	102	50

Vehicle Crank Shaft	17	500
Vehicles / Generator Bearing	686	500
Viper Motor	1	10
Stand for M/C	6	0
Viper Rubber	53	0
Water Body Vehicles	17	500
Window Motor Vehicles	9	300
Miscellaneous Items Vehicles	566	1500
Radio Antenna for Cultus	2	10
Rim M/C	17	500
Clutch Box / Housing M/C	13	0
Clutch Spring M/C	5	10
Wheel Wire M/C	15	0
Wheel Rim M/C	10	1000
Fog Light Vehicle	2	0
Streeing Boot	8	0
Self Starter Armature	10	20
Steering Cover	4	0
Drum Rubber M/C	103	0
Clutch Lever M/C	11	10
CNG Switch	2	0
Conducting Rod Vehicle	4	100
Rod for M/C	14	20
Door Lock Motor Vehicle	60	50
Car Mats	7	0
Wire Rim M/C	4	20
<b>Tyres M/C &amp; Vehicles</b>		
<b>Item Name</b>	<b>Quantity</b>	<b>Estimated value</b>
Tyres for M/C	106	2650
Tyres for Vehicles	219	21900

<b>Grand Total</b>	<b>461,626</b>
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## **AUCTION DOCUMENT**

### **Auction of Dead Stock/Condemned Items/Guyed Towers**

University of Health Sciences Lahore (hereinafter referred to as the "UHS") advertises the Auction Tender and invites bids from interested registered person, firm, company or an organization on national competitive basis for 'Auction of Dead Stock/Condemned Items/Guyed Towers' on 'as is where is' basis.

#### **INSTRUCTIONS TO BIDDER(S)**

- I. The bids complete in all respect as prescribed and required under this Auction 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., on 21.03.2022
- II. Bids submitted late shall not be considered/entertained.
- III. The bidding firms / companies must attach Bid Security (Earnest Money) @ 2% in favour of **"Treasure, University of Health Sciences Lahore."**
- IV. The bids shall be publicly opened on 21.03.2022.
- V. It is sole responsibility of the Bidder(s) that he has read and understood all provisions, instructions, terms & conditions contained in this Auction Document before submitting the Bid. Neither any claim whatsoever including those of financial adjustments in case the contract is awarded under this Auction Process, will be entertained by the UHS nor any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder(s).
- VI. Instructions and Terms & Conditions are devised for strict compliance and enforcement.
- VII. The successful Bidder(s) will be responsible for the dismantling & transportation of towers at the sites within stipulated time and shall return the equipment installed on tower and at site, to the University of Health Sciences Lahore.
- VIII. Bidder(s) shall communicate all queries via Purchase cell.
- IX. 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.
- X. The UHS will not bear any cost or expense incurred by Bidder(s) in connection with preparation or submission of bids.
- XI. The bidders shall be given the chance to visit the site prior to the placement of bids for the inspection of towers and installed equipment. It will be assumed that the bidders have quoted auction prices after the inspection of sites.

### **Terms & Conditions of Auction**

- I. The condemned items are being auctioned on “**as is, where is**” basis. It excludes the equipment on guyed towers such as antennas and wireless equipment at base station, which shall be shifted to the UHS.
- II. The prospective bidders are entitled to site visit for the inspection of condemned items/towers. For this, the bidders may contact Director Admin & Coord. at Room No.16 for dead stock and Director IT Department, Room # 46, University of Health Sciences Lahore to get the schedule of visit the sites of towers.
- III. The bidder quoting the highest bid / auction amount will be considered for the award of dead stock auction work order.
- IV. The vendor shall be bound to remove the dead stock/ dismantle towers within **30 Days** after issuance of the auction work order.
- V. The vendor shall deposit the total bidding amount through Bank Pay Order drawn in favour of University of Health Sciences Lahore after the issuance of the work order.
- VI. The vendor shall bear the cost of transportation of tower equipment to the UHS.
- VII. The vendor winning the auction shall not demand any payment for, during or after whole procedure.
- VIII. The vendor shall follow all the safety protocols during the dismantling/transportation of towers & equipment or removing the dead stock.

### **Tender Cost**

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

### **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 university 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).

### **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).

### **Opening of the Tender**

- a. Tenders shall be opened at **11:30 am** on the last date of submission of bids i.e. on 21.03.2022 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.

### **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.

### **Correction of Errors/Amendment of Tender**

- a. The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:
  - i. 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.

### **Acceptance Letter/Purchase Order/Work order**

The University shall issue the Acceptance Letter/Work Order/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. The successful bidder shall pay the Auction Tax & Stamp Duty (10% in case of being Filer or 20% in case of being non-Filer).

### **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.

### **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.

### **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.

### **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.

### **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.

### **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.

### **Contract Cost**

The Contractor shall bear all costs / expenses associated with the preparation of the Contract and the University shall in no case be responsible / liable for those costs / expenses.

**In-charge Purchase cell**