



University of Health Sciences, Lahore

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

Tender/Bidding Document

For

“Prequalification of Auto Workshops”

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 prequalification) are required to submit the requisite information and documents mentioned in the prequalification Document. Prequalification document received without, undertakings, legitimate documentary evidence, relevant documents and contrary to the method of submission as per requirement mentioned in the prequalification 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 Bidder for scrutiny.



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

PREQUALIFICATION NOTICE

1. Sealed tenders are invited from Sale Tax/Income Tax/Professional Tax registered companies/firms/contractors/dealers under PPRA Rule 2014(amended) 116, having their own automobile workshops in Lahore. The workshops are being Pre-qualified against this notice for undertaking Repair and maintenance of official vehicles of University of Health Sciences Lahore during FY-2022-2023. The details are as under;

Detail of work	Prequalification of Auto workshop(s) for Repair/Maintenance of Official Vehicles of University of Health Sciences Lahore in light of Staff car Rules, 1980 as amended from time to time
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2. The sealed bid(s) can be put into the Tender Box placed at reception desk of UHS Lahore by 11:00 AM **11-01-2023**. The tender will be opened at 11:30 AM by the Tender Committee in the presence of representatives of the participating firms / companies.
3. Sealed Envelope complying the checklist and terms & conditions are available at websites of UHS (www.uhs.edu.pk) and PPRA (www.ppra.gov.pk) along with a bid security amounting to **Rs. 50,000/-** (Rupees Fifty Thousand only) in shape of Bank Draft/ Pay Order in favour of CE-UHS Account # **3164498127** NBP (Sheikh Zayed Hospital Branch, Lahore) must be attached with each bid.
4. Tender documents containing terms & Conditions can be collected from Finance Department (Room No. 09) during official timing (09:00AM to 5:00PM). After depositing Rs.1000/- (Non-transferable) to CE-UHS Account # 3164498127 NBP (Sheikh Zayed Hospital Branch, Lahore).
5. The procurements including rejection or acceptance of bids will be governed by PPRA Punjab rules in accordance with Rule 33 of PPRA Rule 2014(amended)

REGISTRAR

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

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“Prequalification of Auto Workshops”

1- Invitation to bids

Sealed proposals are invited from experienced and tax registered Auto Workshops (hereafter called as bidders) fulfilling the criteria provided under the heading “Prequalification Criteria”, for the prequalification of auto workshops for regular repair and maintenance of its official vehicles on annual basis.

2- Instruction to bidders

The selection of auto workshops will base on Prequalification process of PPRA Rule – 16 & 17. University of Health Sciences, Lahore will adopt single stage one envelopes bidding procedure as laid down in Punjab Procurement Regulatory Authority (PPRA) Rule # 38-1.

The prequalification Document shall be a single envelope, containing prequalification proposal. The envelope shall be marked as “Prequalification Proposal”. University of Health Sciences, Lahore engaging in prequalification is announcing, in the prequalification documents, all information required for prequalification including instructions for preparation and submission of the prequalification documents, evaluation criteria, list of documentary evidence required by contractors to demonstrate their respective qualifications and any other information that the University of Health Sciences, Lahore deems necessary for prequalification. University of Health Sciences, Lahore is providing a set of prequalification documents to contractors.

The University of Health Sciences, Lahore shall evaluate the proposal in the manner prescribed given in the document. During the evaluation no amendments in the prequalification proposal shall be permitted. After prequalification, only the prequalified contractors shall be entitled to participate in the subsequent procurement proceedings. University of Health Sciences, Lahore, at any stage of

the procurement proceedings, having credible reasons for, or prima facie evidence of, any defect in the capacity or otherwise of a contractor, whether or not prequalified, may require the contractor to provide such further information concerning the professional, technical, financial, legal or managerial competence as University of Health Sciences, Lahore may decide.

University of Health Sciences, Lahore shall disqualify a contractor on the ground that he had provided false, fabricated or materially incorrect information. Bidders those will get minimum **65 marks** in technical evaluation will be shortlisted for financial bids.

3- Eligibility and Prequalification Criteria

The bidders fulfilling the following eligibility criteria, will be declared eligible for Prequalification process which is provided as Annexure-B. In order to pre-qualify the workshops against Pre-qualification Notice for FY 2022-23, following parameters will be considered for evaluation:

Experience: The interested workshops must have at least 5-years' experience in relevant field.

Quantum of Ownership: The workshops should have their own complete setup i.e Garage, Secure Parking, Spare parts availability, technical experts (Electrical & Mechanical) in Lahore. (Details of workshop is required on company letter head/profile).

Communication: Telephone facility as well as other communication channels like internet should also be available.

Active Tax Payers List: The workshop should be on the active Taxpayers List of FBR and other relevant Tax Authorities. Income Tax, General Sales Tax (GST) and Punjab Sales Tax (PST) registration (Copies Required)

Volume of Business/ Financial Health: The interested parties must have sound financial position ready to accommodate the payment cycle by Government of Pakistan.

No Blacklisting: The firm/workshop should not be blacklisted from any Government / Semi Government department. Affidavit on stamp paper, declaring that the company is not black listed by any Govt. agency / authority (Original required) must be attached with the bid.

Physical Visit: The Competent Authority will conduct physical visit of the premises of the workshop as part of Pre-Qualification.

Eligibility	Description	Qualification
Legal (Mandatory)	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
	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 Pakistan...etc	Mandatory
	Compliance to the technical specifications of items (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

Kindly fill the annexure – A and annexure - B and attach the supporting documentary evidences as mentioned above and also in each annexure;

Annex – A: Organization Information

Annex – B: Prequalification Criteria

And also sign the declaration form at the end of document and attach with your other documents.

4- Scope of Job

a) University of Health Sciences, Lahore will offer a prequalification letter of one year to qualified bidders regular repair and maintenance including spare parts of its official vehicles which can be extended for upto three years on same TORs.

b) The qualified contractor will share the quotations of required vehicle services as and when required by University of Health Sciences Lahore.

c) The contractor will provide financial proposal for repair and maintenance including spare parts of its official vehicles.

d) The contractor with lowest offered bid will be awarded work order for the said repair and maintenance of vehicle.

e) The contractor will provide quality spare parts to University of Health Sciences, Lahore within agreed timelines of purchase order during the contract period.

Workshop requirements

The workshops who are interested to apply should have the following workshop equipment's:

- Workshop must be in full operational condition.
- Air compressor, suitable for workshop applications.
- Hydraulic vehicle lifts including underground inspection pit and engine lift
- Adequate and suitable mechanic hand tool
- Steam cleaner
- Tyre repair machine
- Wheel balancing machines
- Steering alignment machine
- Air conditioning repair machine
- Electrical Diagnostic testing tools/scanners

- Battery charging machine
- Mechanic work benches
- Accident repair, panel beating tools and painting booths
- Standby generator

5- Terms of Reference

For repair, maintenance and purchase of spare parts for make and model of vehicles, the sealed bids are invited from sale tax/income tax registered well reputed workshops. To provide uninterrupted service of vehicle repair and maintenance, contractor will agree on following terms of references:

- i. The interested workshops must have atleast 5-years' experience in the relevant field priority will be given to those workshops who have 3's dealership.
- ii. The workshops should have their own complete setup i.e., garage, genuine spare parts and availability of highly skilled technical experts.
- iii. Must have telephone and email facility.
- iv. The workshop should be registered with sale tax/income tax and professional tax department, valid documents must be attached.
- v. The interested parties must have sound financial position, proof may also be provided.
- vi. Secure garage for the official vehicles must be ensured.
- vii. The workshop will be responsible for any loss/ damage/ theft caused to the official vehicles.
- viii. Confidentiality of all correspondences / matters must be ensured.
- ix. Non-black listing certificate
- x. The contract will bound to provide required service within agreed timelines starting from issuance of purchase order through e-mail. Hard copy of purchase order will also be provided.
- xi. A penalty of 0.2% of value of purchase order will be charged on each day delay after deadline.

- xii. Income tax and 1/5th of GST (if applicable) will be deducted in accordance with the provisions of Government Rules amended time to time.
- xiii. In case of any dispute regarding quantity, quality of service and specification, the decision of the University of Health Sciences Lahore shall be final & binding.
- xiv. The payment for the services will be made through cross check on the successful completion of service and receipt of invoice as per UHS rules.
- xv. The workshop must nominate focal person/representative for liaison with University Transport Department.

6-Terms and Conditions

- i. Sealed Envelope should contain the following:-
 - a. Prequalification documents/Terms and Conditions duly signed and stamped by the CEO or Rep. of the Firm
 - b. Bank Statement / Statement of financial position etc. to prove the Financial health of the Firm.
 - c. Non-Blacklisting Certificate in the form of an affidavit stating that the firm is not blacklisted in any Government 'Semi government department 'office.
 - d. Proof of being an active taxpayer.
 - e. Proof of Experience on its own Letterhead duly verified by CEO or Rep. of the firm.
- ii. The workshop on the panel will be bound to carry out the work, when vehicle is referred to it even in odd hours. While submitting rates the workshop should clearly show the offer rates.
- iii. The workshop will be bound to return old spare parts in case of replacement with new.
- iv. Warranty period of each item replaced or repaired should be clearly mentioned in quote rates.
- v. If the same defect is arisen again the workshop will be responsible to replace it free of cost within specific period as mentioned in the TOR's

- vi. A separate envelope containing Bid Security amounting to **Rs. 50,000 /-** (Rupees Fifty Thousand only) in shape of Bank Draft /Pay Order in favour of Treasurer, University of Health Sciences Lahore should be attached with the sealed envelope containing bidding documents.
- vii. Firms will be evaluated on the parameters given at para-3 of this document.
- viii. The Result of prequalification will be announced under Rule-16 (4) of PPRA.

7- Guidelines

- a) Only short-listed applicants will be considered for financial proposals/quotations. The financial proposal will be called separately from qualified bidders.
- b) All documents and information received by UHS from applicants will be treated in strictest confidence.
- c) Documents submitted to UHS will not be returned.
- d) All expenses related to participation in this prequalification document shall be borne by the applicants.
- e) Documents shall be submitted in hard copies in a sealed envelope marked as "Pre-Qualification Proposal for 'Prequalification of Auto Workshops'". The envelope containing hard copies proposal shall be received on the postal address given below.
- f) UHS reserves the right to request submission of additional information from applicants in order to clarify/further understand aspects of technical proposal, if required.
- g) UHS reserves the right to verify any information provided by the applicants.

h) Questions about prequalification proposal can be made only in writing: a letter or an e-mail and must be asked by or before _____. For any other related information please contact the undersigned.

Postal Address
Incharge Purchase Cell
University of Health Sciences Lahore
Address: Khayaban-e-Jamia Punjab, Block D Muslim Town, Lahore, Punjab 54600
E-mail: Purchasecelluhs@uhs.edu.pk
Phone: (042) 111 333 366

8-Declaration

Kindly provide the declaration as per format provided below at the end of proposal.

I, _____ hereby declare that:

- all the information provided in the technical proposal is correct in all manners and respects
- and I am duly authorized by the Governing body/Board/Management to submit this proposal on behalf of " [type the name of organization] "

Name	
Designation	
Signature	
Date and Place	

9- Submission of Prequalification Proposal

Complete proposal containing technical details; all required information and documentary evidences may be submitted before _____. The proposals will be opened on same day at 11:30 am in the presence of bidders who wish to attend. The proposal should be submitted in sealed envelope clearly mentioned "Prequalification of Auto Workshops"

Cover Letter for the Submission of Prequalification / Technical Proposal

[Firm letterhead]

[Date]

To

Registrar

[Address mentioned in Data Sheet]

Re: Technical Proposal in respect of [Insert title of assignment]

Dear Sir,

We offer to provide the Services for [Insert title of assignment] in accordance with your Tender for Proposal dated [Insert Date of Tender advertised]. We hereby submit our technical Proposal and financial proposals including the required documents in a sealed envelope. We hereby declare that all the information and statements made in these proposals are true and accept that any misinterpretation contained therein may lead to our disqualification. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations. We undertake that we will initiate the services as per the client's request if our proposal is accepted. We understand that you are not bound to accept any or all proposals you receive.

Thank you.

Yours sincerely,

Signature

Name and title of signatory:

Important Note: The competent authority may reject all proposals at any time prior to the acceptance of a bid or proposal. UHS shall upon request communicate

to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds.

Annexures

Annexure A

Organization Information		
S #	Required Information	Response
1	Legal name of the Auto Workshop 3	
2	Year of Registration / Establishment of the Organization	
3	National Tax Number	
4	General Sales Tax (GST) Number	
5	Punjab Sales Tax (PST) Number	Public Sector Organization Firm
		Sole Proprietor Public Ltd.
		Company Private Ltd.
		Company Private Partnership
		Others (Please specify)
6	Name and designation of 'Head of Organization'	
	Mobile:	
	Phone/s:	
	Email:	
	Fax:	
	Address of organization:	
	Website address:	
7	Name and designation of 'Contact Person':	
	Mobile:	
	Phone/s:	
	Email:	
	Fax:	

Annexure B

Pre-Qualification Criteria				
S #	Description	Category Points	Total Points	Documents Required
1	Relevance Experience		20	Copies of work orders OR Start of workshop on company letter head OR NTN certificate
1.1	1 - 3 years' experience	5		
1.2	4 - 7 year experience	10		
1.3	7 - 10 years' experience	15		
1.4	More than 10 years' experience	20		
2	Financial Capability		20	Copies of last year's tax returns or Bank statement is required
2.1	Bank Statement worth if up to 1 lac rupee	5		
2.2	if more than 1 lac & up to 2 lac rupees	10		
2.3	If more than 2 lac & up to 3 lac rupees	15		
2.4	If more than 3 lac rupees	20		
3	Total Clients with Company		20	List of clients on signed company letter head required.
3.1	If 1-3 clients	5		
3.2	If 4-7 clients	10		
3.3	If 8 – 10 clients	15		
3.4	If more than 10 clients	20		
4	Workshop		20	Details of workshop facilities on signed company letter head is required.
4.1	Mechanical workshop	5		
4.2	Electrical workshop	10		
4.3	Denting and Painting	15		
4.4	Parts Shop	20		
5	Working Staff		20	List of working staff on signed company letter head is required.
5.1	Working staff if 1 to 3	5		
5.2	If 4-6	10		
5.3	If 7-10	15		
5.4	If more than 10	20		

List of vehicles

1.	Toyota Corolla	04
2.	Toyota Corolla Xli	01
3.	Toyota Hiace Van	07
4.	Toyota Vitz	01
5.	Honda City Car	03
6.	Suzuki Ciaz	04
7.	Suzuki Cultus Car	08
8.	Suzuki Swift	01
9.	Suzuki APV Van	01
10.	Suzuki Potohar Jeep	01
11.	Suzuki Ravi	01
12.	Suzuki Bolan	02
13.	ISUZU	01
14.	Hyundai Grace Van	02
15.	Hyundai Shehzore	01
16.	Coaster	02
17.	King Long Van	01
18.	Ambulance	01
19.	Millat Tractor	01
20.	Honda Bikes	13
	Total	56

10. GENERAL OR SPECIAL CONDITIONS

1.1. 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.

1.2. 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.

1.3. Performance Security

Performance security will be taken at the time of contract award. The amount will be based on the amount of contract letter.

1.4. Standards

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

1.5. Commercial Availability

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

1.6. 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 Items or any part thereof.

1.7. Execution Schedule

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

1.8. Delivery

The Contractor shall deliver the 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 Items until the delivery, testing and taking over of the Items is completed.

The Items 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 Items to the place of destination as specified in the Contract.

1.9. Inspection and Testing

Inspection Committee shall inspect and test the Items at the time of delivery in order to verify their conformity to the Technical Specifications. The Purchaser may reject the Items 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 Items 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 Items shall in no way be limited or waived by reason of pre-delivery inspection, testing or passing of the Items

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

1.10. Warranty

The Contractor shall warrant to the Purchaser Manufacturer's warranty for minimum one (1) year (hereinafter referred as Warranty Period) that the Items 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 Items 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 Items or parts thereof, without any cost to the Purchaser. The end user licenses, end user warranties and end user contracting support Items shall be in the name of Purchaser, for the Items supplied under the Contract.

1.11. Ownership of Items and Replaced Components

Items to be supplied to the Purchaser, pursuant to the Contract, shall become the property of the Purchaser when the Items 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.

1.12. Defects Liability Expiry Certificate

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 Items 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.

1.13. 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 Items 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 Items delivered against the invoice from the concerned Officer/ Inspection Committee and Payment shall be made on complete delivery of Items 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 Items 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.

1.14. Price

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

1.15. 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.

1.16. 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.

1.17. 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 Items, 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.

1.18. 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.

2. 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, Items, similar to those undelivered, and the Contractor shall be liable to the Purchaser for any excess

costs for such similar Items. However, the Contractor shall continue performance of the Contract to the extent not terminated.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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