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UNIVERSITY OF AGRICULTURE, FAISALABAD
(DIRECTORATE OF PROCUREMENT & INVENTORY CONTROL)

No. DPIC/ 1075

Dated: 24-02-23

Agreement

This Agreement of Framework Contract (hereinafter referred to as the "Framework Contract") is executed at Faisalabad.

Between

The University of Agriculture, Faisalabad through Treasurer, University of Agriculture, Faisalabad.

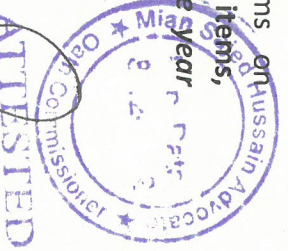
AND

M/s Sharif & Sons Tent Service, having their registered office at Milad Road, Faisalabad, under National Income Tax No. 3147200-1, and Phone No.0300-6628576 which expression shall, unless the context requires otherwise, includes its successors-in-interest, executors, administrators, representatives and assignees (hereinafter referred to as the "Firm") of the OTHER PART.

WHEREAS, the University of Agriculture, Faisalabad, is competent and responsible for concluding the Framework Contracts for the purchase of goods and services and for all the Administrative & Academic Departments, Directorates/Institutes, Sub-Campuses (hereinafter called as the "Clients").

WHEREAS, the University of Agriculture, Faisalabad, invited bids from the firms of Hussain Advoca 8.12.22 for the Framework Contract for the purchase / hiring of Food and Food items, Tentage, Lighting, Banners, Musical Instruments and Miscellaneous items etc. for one year (Tender No.160/2022) (hereinafter called the goods and services to the Clients for one year.

AND WHEREAS, bid of the Firm has been accepted.



Mian Saifuddin Hussain
Advocate High Court
Faisalabad-Pakistan

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NOW, THEREFORE, THE PARTIES HAVE ENTERED INTO AN AGREEMENT ON THE TERMS AND CONDITIONS STATED HEREIN BELOW:

A. General

This Agreement/Framework Contract shall be subject to the following:

1. All relevant Laws/Rules/Regulations/Notifications/Instructions/Directions of UAF and the Government.
2. Any other Terms and Conditions imposed by the Government from time to time.

B. Description and Rates of Goods/Services:

Food item at (Annexure-A)

C. Duration

1. The Framework Contract shall commence from 24.02.2023
2. The Framework Contract shall remain in force till 23-02.2024
3. The Firm shall be bound to accept all supply orders up to 23.02.2024
4. The Framework Contract can be extended upto six months with mutual consent of the both parties.

D. Quantity

1. This Agreement is concluded with the Firm(s) on 100% demand basis, where by, the Firm shall be bound to supply and services the quantity ordered by the UAF from time to time. However, the estimated quantity based on the previous year has been shown in the **tender document 160/2022.**
2. The Firm shall maintain sufficient stock of goods to meet the demands of UAF.

E. Packing

Standard packing and services shall be arranged by the Firm for supply of the goods/services to safeguard them at the Client's end.

F. Delivery:

The delivery shall be strictly in accordance with the approved sample and specifications.

1.Period:

- a. **Normal Supply:** As per end user demand even within hours from the date of issuance of supply order.



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b. **Emergent Supply:** As per demand of end user failing which the client has the right to purchase at risk and cost of the firm from open market without intimation to firm as deem fit by DPIC.

2.Place:

Directorate of Procurement & Inventory Control (DPIC), UAF and as demanded by end users of Main campus, Sub-Campus etc.

3.Late Delivery:

In case of late delivery, the liquidated damages, if imposed, will be recovered at the rate up to 0.67% of the value of stores supplied / services late per day or a part of a period exceeding the original delivery period, provided that the total liquidated damages thus imposed will not exceed 10% of the total value of the stores delivered / services given late and shall not be applicable in case of clause F(1)a,b.

G. Payment

1. Prerequisites:

- a. The order shall be duly signed by the DDO and Treasurer except General Administration and DPIC.
- b. Provision of satisfactory Inspection Certificate as per clause I.
- c. Deduction of Income Tax or production of an Exemption Certificate by the Firm from Income Tax Commissioner concerned.
- d. Deduction of Sales Tax/PST, if applicable, simultaneously provision of prescribed Sales Tax/PST Invoices showing the requisite amount of Sales Tax/PST as the case may.

2.

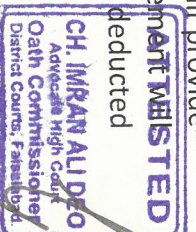
Mode:

- a. Through crossed cheque issued by the Treasurer, UAF.

H.

Warranty/Replacement:

- a. All Tentage material shall be neat and clean without any stain. The Food shall be served and preserved in hygiene environment.
- b. If the goods/Services are not upto the mark as mentioned above in case of any complaint, the DPIC shall hired services from any source from market without any further delay and intimation or can deduct from claim as decided by the committee comprising of, DG special penalty.
- c. If the firm takes up the goods for replacement, the firm shall provide the same within 72 hours. If the firm fails to do so, the replacement be made at risk at expenses of the firm and the amount will be deducted from the claim/performance security without notice.



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I. Inspection

1. Inspecting Officer will be end user or his/her nominee.
2. The order shall be signed by the end user and Treasurer.

J. Rejection of goods

1. On Inspection, the Inspecting Officer may reject goods/services not conforming to specifications.
2. Where the good(s)/services inspected and released by the Inspecting Officer is rejected by the end user, re-inspection may be ordered by the Inspecting Authority. The same shall be performed in presence of representative of the Firm. If on such re-inspection it is concluded that rejection is justified, the good(s) / services shall stand rejected and shall be replaced by the Firm at its own risk and cost, failing which the good(s) / services shall be purchased / hired through the Directorate of Procurement & Inventory Control, University of Agriculture, Faisalabad at the cost of the Firm as deem fit by DPIC.

K. Security

1. **Performance Security:** A sum of 150,000/- (one hundred fifty thousand only) have deposited by the Firm in the shape of CBR No. 26060900 dated 26/12/22 as performance security.
2. **Release:** (i) performance security deposit shall be released after three months from the date of expiry of the last portion of goods delivered subject to satisfactory execution of;

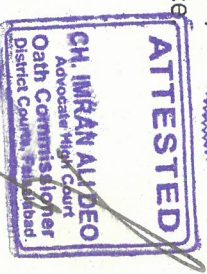
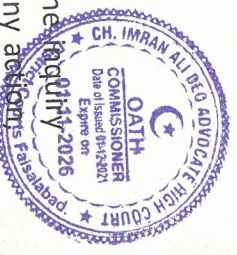
- (a) all supply orders issued within the validity of the Agreement;
- (b) all other Terms and Conditions forming part of this Agreement and bidding documents of Tender No.160/2022.

L. Complaints Respond:-

If any complaint is received against the good/services to or observed by the (DPIC) except clause F(1)b,j and P. The Director (DPIC) may call both parties to resolve it amicably. Otherwise, the matter will be referred to the Committee comprising:-

1. Controller of Examinations
2. PO (ITRCDB)
3. Director DFA&UA
4. By invitation (for technical assistance, if required).

If the complaint is confirmed by the committee, after due inquiry, the committee shall proceed as per provision of the agreement. Before taking any action the concerned shall be given opportunity of being heard and of having evidence



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M. Progress Report

1. **Submission:** Every 30th days or as desired by the Directorate of Procurement & Inventory Control.
2. **Contents:** (a) date of purchase order(s); (b) date of delivery; (c) payment(s) received; (d) rates and quantities goods supplied to the University.

N. Correspondence

The number and date of this Agreement as well as supply orders issued under the same shall be quoted in all the correspondence made in this behalf.

O. Cancellation/Suspension

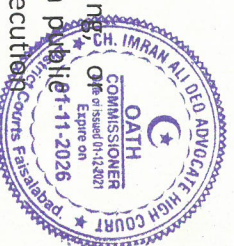
1. Complaints in respect of goods/services or any other violation(s) of this Agreement shall result in an inquiry by the Committee referred to in Clause "L". If the firm is held liable, the Treasurer may take the following action on the recommendations of the committee:
 - a. Suspension of this Agreement.
 - b. Cancellation of this Agreement or and
 - i. Forfeiture of Security or and
 - ii. Blacklisting / Debar for a specific period.
 - iii. Any other legal measure available.

P. Termination for Default

1. The Director (DPIC) without prejudice to any other remedy for breach of Agreement, by written notice of default sent to the firm, may terminate this Agreement in whole or in part:
 - (a) if the firm has engaged in corrupt or fraudulent practices in executing the Agreement.

For the purpose of this clause:

1. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice



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among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

(b) If the firm fails to deliver any or all of the goods / services within the period(s) specified in the Agreement or within any extension thereof granted by the Director (DPIC).

1. In the event of termination of the Agreement in whole or in part, the Director (DPIC) may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess cost for such similar Goods or Services. However, the Supplier shall continue performance of the Agreement to the extent not terminated.

Q. Force Majeure: -

1. Notwithstanding the other provisions of the contract, the firm shall not be liable for forfeiture of its Performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires floods, epidemics, quarantine restrictions, and freight embargoes.
3. If a Force Majeure situation arises, the firm shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing the Supplier shall continue to perform its obligations under the Contract as far as is reasonable practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

R. Termination for Insolvency

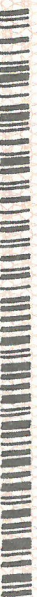
The Director (DPIC) may at any time terminate the Agreement by giving written notice to the firm if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the firm, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Director (DPIC).



ATTESTED

CH. IMRAN ALI DEO
Advocate
Oath Commission
Sector 14, Faisalabad

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S. Termination for Convenience

The Director (DPIC) by written notice sent to the firm may terminate the Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the client's convenience, the extent to which performance of the firm under the Agreement is terminated, and the date upon which such termination becomes effective.

The Goods that are complete and ready for shipment within thirty (30) days after the firm's receipt of notice of termination shall be accepted by the client at the Agreement terms and prices. For the remaining Goods / services, the Director (DPIC) may elect:

- (a) to have any portion completed and delivered at the Agreement terms and prices;
- (b) to cancel the remainder and pay to the firm an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the firm.

T. Arbitration:

- i. If any dispute or difference arises between the parties (firm and the client) in execution of the Agreement, the parties shall make every endeavor to resolve the dispute or difference amicably. If the dispute or difference is not resolved either of the party may have arbitration.
- ii. If the parties intend to go for arbitration, they shall have to give 30 days notice in writing informing the Director (DPIC) of their intention to refer to the points of differences or dispute of arbitration. The firm have to define clearly the point of difference and or dispute in their notice. If the client in DPIC then the notice shall be given to Treasurer.
- iii. All the matters of dispute or difference, (except regarding rejection of goods by the Inspector under Clause "I" "Inspection" or cancellation of the Agreement by the Director (DPIC) under Clause and F(1)b"P" "Termination for Default", and clause "S" "Termination for Convenience" arising out of the agreement between the parties

thereto), shall be referred to Vice Chancellor, University of Agriculture, Faisalabad as Arbitrator. His decision shall be final and binding on both the parties. The work under the contract shall if reasonably possible continue, under the proceedings before the Arbitrator and no payments payable by the client's shall be withheld or before the Arbitrator unless they are subject of the dispute. The arbitration ward shall be recorded in writing.





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U. Other terms & conditions: All terms and conditions of bidding documents against Tender No.160/2022 shall remain intact.

For & On behalf of the University of Agriculture, Faisalabad

TREASURER

Witnesses: _____
Name: REASURER
University of Agriculture
Faisalabad
Address: _____

Stores Officer (DPIC)
University of Agriculture
Faisalabad
Muhammad Zaheer
33100-8654140-5

For & On behalf of the firm

PROPRIETER

Witnesses: _____
Name: Muhammed Bilal Shahbix
Address: Sharif & Sons Tech Service
aqjags rjag suos & jrjags

(Annexure-A)

Sr. #	Name / Specification of Article	UOM	Unit Price Inclusive all taxes
	<u>Hi-Tea Menu</u>		
1.	Chicken wings		Chicken wings (Rs.130/- 2 pieces)
2.	Fruit Cake		Fruit Cake (Rs.50/- per two pieces)
3.	Patties (Chicken)		Patties (Chicken) Rs.50/-E
4.	Vegetable roll		Vegetable roll Rs.60/-E
5.	Chicken nuggets		Chicken nuggets Rs.85/- 2 Nos
6.	Cookies		Cookies Rs.45/- per 3 cookies
7.	Kashmiri Tea		Kashmiri Tea (Rs.60/- cup)
8.	Plane Cake		Plane Cake Rs.70/- 2 pieces
9.	Spring Roll		Spring Roll Rs.90/- 2 pieces
10.	Chicken Patties		Chicken Patties : Rs.90/-E
	<u>Lunch Box Menu (with Tissue Papers)</u>		
11.	Tomato ketchup (garlic and chili sauce etc. Rs.25/- per 2 satches		Tomato ketchup (garlic and chili sauce etc. Rs.25/- per 2 satches
12.	Chicken Tikka		Chicken Tikka (Rs.220/- Per 5 pieces)
13.	Chicken Malai Botti		Chicken Malai Botti (Rs.370 per 5 pieces)
14.	Chicken Quorma		Rs.1300/- Kg
	<u>TENTAGE FOR CATERING (On Rent basis)</u>		
15.	Dish		Dish (Rs.45/-E)
16.	Canopy Perashoot		Canopy Perashoot 45x45 (Rs.3000/-E)
17.	Canopy Jekard 45x45		Canopy Jekard 45x45 (Rs.3100/-E)
18.	Canopy Shanel 54x54		Canopy Shanel 54x54 (Rs.3100/-E)
19.	Chair parashoot		Chair parashoot (Rs.60/-E)
20.	Chair Foam		Chair Foam (Rs.65/-E)
21.	Dera 144x72		Dera 144x72 (Rs.22000/- old)

