

## E-STAMP



ID : PB-LHR-81DB30974228B6E5

Type : Low Denomination

Amount : Rs 100/-

Description :

AFFIDAVIT - 4

Applicant : Muller and Phipps Pakistan Pvt Ltd [000000-00000000-0]

Representative From : Muller and Phipps Pakistan Pvt Ltd

Agent : Waseem Akram Shahzad [36302-2296000-9]

Address : Lahore

Issue Date : 9-Mar-2023 9:56:36 PM

Delisted On/Validity : 16-Mar-2023

Amount in Words : One Hundred Rupees Only

Reason : Affidavit

Vendor Information : Muhammad Sarfraz Bhatti | PB-LHR-650-A | Wahdat Road Multan Chungi



Scan for online verification

TESTED

AMARJALI  
Teh Commissioner Lahore

محمد سرفراز بھٹی احصاء فروش  
وحدت روڈ ملتان چوکی لاہور - A  
نمبر 167  
دفعہ 3



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

No. 1952

Date: 04-04-2023

#### FRAMEWORK CONTRACT

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

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

M/S **MULLER & PHIPPS Pakistan Pvt Ltd** having their registered office at "**Uzma Court, Main Clifton Road, P.O., BOX 3880, Karachi**", under National Income Tax # **0792320-1** with phone No. 021-3583447-3 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 medicines for all the Students and Staff (hereinafter called as the "Clients").

WHEREAS, the University of Agriculture, Faisalabad, invited bids from the firms on 09-01-2023 Framework Contracts for the supply of medicines (hereinafter called the goods to the Clients for the year 2022-23).

AND WHEREAS, bid of the Firm has been accepted.

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

#### A. General

This Framework Contract shall be subject to the following:

- All relevant Laws/Rules/Regulations/Notifications/Instructions/Directions of UAF and the Government of the Punjab.

#### B. Description

Sr. No.	Name of Item / Medicines	Packing Size / Brand	Price Per Unit
1	Tab Cetirizine	Rigix 10mg Tab (AGP)	Rs. 6.32/-
2	Tab Clarithromycin 500mg	Clarion Tab (Ferozsons)	Rs. 44.41/-
3	Cap. Cefixime 400mg	Cinklare 400mg Cap (AGP)	Rs. 64.60/-
4	Probiotic Sachet	Carodek Sachet (AGP)	Rs. 36.98/-

## E-STAMP



ID : PB-LHR-887704A7889B08FD  
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Applicant : Muller and Phipps Pakistan Pvt Ltd [00000-00000000-0]  
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محمد سرفراز بھٹی اسٹامپ فروش  
وحدت روڈ ملتان چنگی لاہور-650-A  
دستخط 16 مارچ



نوٹ: یہ فرمائز یکن تاریخ اجرا سے سات دنوں تک کے لیے قابل استعمال ہے۔ ای اسٹامپ کی تصدیق پورے ویب سائٹ کو براؤز کرنا یا اس سے کی جا سکتی ہے۔  
Type "eStamp <16 digit eStamp Number>" send to 8100

5	Tab. Orphenadrine + Paracetamol (AGP)	Sinaxamol Extra Tab 650/50mg (AGP)	Rs. 5.24/-
6	Inj. Ceftriaxone 1gm	Neogene 1gm / IV INJ (AGP)	Rs. 290.70/-
7	Cap. Tranexamic Acid	Maxna 500mg Cap (AGP)	Rs. 16.96/-

Sr. No.	Name of Item / Medicines	Packing Size / Brand	Manufacturer	Price Per Unit
1	Insulin Regular Injection 100IU/ML	Actrapid HM Vial	Novo Nordisk SAS France	Rs. 695/-
2	Insulin NPH Injection 100IU/ML	Insulatard HM Vial	Novo Nordisk SAS France	Rs. 695/-
3	Insulin COMP. 70/30 Injection 100IU/ML	Mixtard 30HM Vial	Novo Nordisk SAS France	Rs. 698/-
4	Inj. Mixtard Penfil	Mixtard 30HM Penfil 1x3MI 100Iu	Novo Nordisk	Rs. 293/-
5	Inj. Novo Mix 30	NovoMix 30 Flexpen	Novo Nordisk	Rs. 1049.40/-
6	Inj. Novomix 50x5	NovomMix 50 Flexpen	Novo Nordisk	Rs. 1049.40/-
7	Inj. Novorapid	NovoRapid 50 Flexpen	Novo Nordisk	Rs. 1037.00/-
8	Inj. Actrapid Penfil	Actrapid HM Penfil 100iu	Novo Nordisk	Rs. 300.00/-
9	Inj. Levemir	Levemir Flexpen	Novo Nordisk	Rs. 1111.00/-
10	Inj. Insulatard Penfil	Insulatard HM Penfil 100iu	Novo Nordisk	Rs. 300.00/-
11	-	Xultophy 100U/M	Novo Nordisk	Rs. 6330.00/-
12	Inj. Ryzodeg 1x5	Ryzodeg Flex Touch 5x3ml	Novo Nordisk	Rs. 2304.00/-
13	Inj. Ryzodeg	Ryzodeg Flex Touch	Novo Nordisk	Rs. 2304.00/-

### C. Duration

- The Framework Contract shall commence from 21-02-2023
- The Framework Contract shall remain in force till 20-02-2024
- The Firm shall be bound to accept all supply orders up to 20-02-2024
- The Framework Contract will be extended for further six months with the consent of both parties.

### D. Quantity

- The estimated demand for year 2021-22 is as per annexure C. However, this Framework Contract is concluded with the Firm on 100% demand basis, whereby, the Firm shall be bound to supply the quantity ordered by the Senior Medical Officer (S.M.O.).
- The Firm shall maintain sufficient stock of medicines to meet the demand of UAF.

**E. Packing**

The Bidder shall supply the medicines/drugs/items in special green packing with logo of University of Agriculture, Faisalabad (UAF) (Exempted for Imported items). The following words shall be printed in bold letter in English. "UAF Property" "Not For Sale".

**F. Delivery**

i. Period: within 7 days

ii. In case of emergency within 24 hours. The Senior Medical office or Principal Office, Health Center UAF shall place emergency order via email or what's-App on the number specified by the firm. Failing which within 24 hours then the UAF may purchase from the market at the risk and cost of the firm without any intimation.

iii. Place: Client (s)'s end in Health Centre, UAF.

iv. If the firm fail to give delivery within stipulated period mentioned in clause No. 1, then UAF can purchase at risk & cost of the firm.

**G. Late Delivery in case of F (i)**

In case of late delivery, the liquidated damages, if imposed, will be recovered at the rate of up to 0.67% of the value of stores supplied late per day or a part of a period exceeding the original delivery period, subject to the provision that the total liquidated damages thus imposed will not exceed 10% of the total value of the stores delivered late.

**H. Payment**

**a. Prerequisites:**

i. Provision of satisfactory Inspection Certificate as per clause I.

ii. Deduction of Income Tax (or production of an Exemption Certificate by the Firm from Income Tax Commissioner concerned.

Firm shall provide sample of medicine for DTL and cost of drugs testing laboratory report. However, if DTL certificate for the batch supplied has been obtained by the firm, then manufacturer/DTL testing Lab of the Govt. shall be provided by vendor. In this case, no further testing is required. Furthermore, DTL may also be got carried out in above mentioned cost at the option of the SMO, if needed in any case.

**b. Mode:**

i. Deductions through University of Agriculture, Faisalabad, Pre-Audit Section.

ii. Through crossed Cheque issued by the Treasurer, UAF or his representative.

**I. Shelf life**

i. The shelf life must be up to 85% for the locally manufactured drugs and 75% for the imported drugs.

ii. The lower limit of the shelf life must be up to 80% and 70% with imposition of 1% penalty charges of actual shortfall in shelf below prescribed limit for locally manufacturer and imported medicines respectively.

**J. Transportation/Delivery Requirements**

i. The firm shall arrange such transportation of the drugs and medicines as is required to prevent their drugs or deterioration during transit to their final destination and in accordance with the term and manner prescribed in the Schedule of Requirements. The goods shall be delivered through reputable courier service having following features to ensure quality, quantity, safety & efficacy of supplied medicines & surgical disposable items.

ii. All costs associated with the transportation including loading/unloading of drugs and medicines and road taxes shall be borne by the firm.

iii. All cold chain items must be delivered in a safe and proper manner, prescribed for such type of items.

**K. Integrity Pact**

The firm shall provide affidavit of integrity pact for awarded item/items with contract value equal to or more than 10 million rupees on the prescribed format on stamp paper of value Rs. 100/- as per Annexure-H.

**L. inspection**

i. Authority: Senior Medical Officer, University of Agriculture, Faisalabad (UAF).

ii. Inspecting Officer: Senior Medical Officer, UAF.

iii. Place: Health Centre, UAF.

**M. Rejection of Medicines**

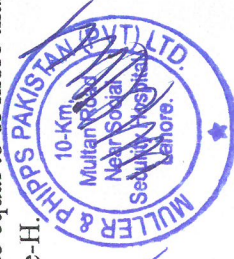
i. The medicine shall be rejected by the Senior Medical Officer if the same are not conforming to placed order.

**N. Security**

i. **Performance Security:** A sum of Rs.50,000/- (Rupees Fifty Thousand Only) have deposited by the Firm in the shape of Deposit at Call Receipt No. 20206503 date 13/5/21 as performance security.

ii. **Release:** (i) performance security deposit shall be released after three months from the date of expiry of framework contract subject to satisfactory execution of; (a) all supply orders issued within the validity of the framework contract; (b) all other Terms and Conditions of Tender No.98/2021 forming part of this Framework Contract.

iii. **Forfeiture:** Security shall be forfeited if; (a) the firm fails to execute any provision of this Contract and (b) complaints are received against the good (s) or in respect of any deficiency and confirmed after due enquiry by the committee comprising Principal Officer, Medical Health Centre, Senior Medical Officer, and Representative of Treasurer in which case the firm shall be given opportunity of being heard and of adducing evidence. The Clients would then have a right to purchase the requisite material (s) from elsewhere without any notice and at the Firm's cost.



**Q. Correspondence**

The number and date of this Agreement/Framework Contract as well as supply orders there-under shall be quoted in all the correspondence made in this behalf

**P. Cancellation/Suspension**

- i. Complaints in respect of medicines or any other violation (s) of this Contract shall result in any inquiry by the Principal Officer (Medical Health Centre). If contacting firm is held liable in the said inquiry the following actions (either or all) may be taken by the authority mentioned at K (iii) above:
- ii. Suspension of this Agreement/Framework Contract
- iii. Cancellation of this Agreement/Framework Contract.
- iv. Forfeiture of Security.
- v. Blacklisting.
- vi. Any other legal measure available.

**Q. Cancellation / Termination**

The client reserves the right to terminate the contract and/or forfeit the security without prior notice to the firm, if the firm:-

- i. Sublets the goods
- ii. Provide unsatisfactory goods.
- iii. Shows non-responsive attitude
- iv. Misbehave with any University employee

**R. Termination for Default**

1. The client, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the fir, may terminate this contract in whole or in part.
  - a) If the firm fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to specific terms of the contract; or
  - b) If the firm fails to perform any other obligation under the Contract;
  - c) If the firm in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract for the purpose of this clause: "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 fact in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidder (prior to or after bid submission) designed establish bid prices at artificial non-competitive levels and to deprive the client of the benefits of free and open competition.

2. In the event the client terminates the Contract in Whole or in part, pursuant to this clause, the Purchaser may procure, upon such terms and in such manner as it, deems appropriate, Goods similar to those undelivered, and firm shall be liable to the client for any excess costs for such similar Goods. However, the firms shall continue performance of the Contract to the extension not terminated.

**S. Force Majeure.**

- 1) Notwithstanding the other provisions of the contract, the firms 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 obligation under Contract is the result of an event of Force Majeure.
- 2) For purpose of this clause, "Force Majeure" means an event beyond the control of the firm and not involving the firm fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the client 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 client in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing the firm shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**T. Termination for Insolvency: -**

- 1) The client at any time terminate the contract by giving written notice to the firm if the firm 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 client.

**U. Termination for Convince.**

- 2) The Client, by written notice sent to the firms, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination if or the Purchaser's convenience, the extent to which performance of the firm under the Contract is terminated and the date upon which such termination becomes effective.
- 3) The Goods that are complete and ready for shipment within thirty (07) days after the firm's receipt of notice of termination shall be accepted by the client at the Contract terms an price. For the remaining Goods, the client may elect;

- a) To have any portion completed and delivered at the Contract terms and prices; and/or
- b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods.

**V. Settlement of Disputes;**

- 1) The dispute shall be referred to the Vice Chancellor, UAF for settlement. 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 Vice Chancellor and no payments payable by the Purchaser shall be withheld on the account of such proceeding unless they are subject of the dispute.
- 2) Prior Notice for arbitration: If the supplier intends to go for arbitration, he shall have to give 30 days' notice in writing informing the purchaser of his intention to refer to the points of differences or dispute of arbitration. He shall have to define clearly the point of difference and or dispute in his notice.



*[Handwritten signature]*

# E-STAMP



Scan for online verification

ID : PB-LHR-7EBF9B78CAEE1F15  
Type : Low Denomination  
Amount : Rs 100/-

Description : AFFIDAVIT- 4  
Applicant : Muller and Phipps Pakistan Pvt Ltd [00000-00000000-0]  
Representative From : Muller and Phipps Pakistan Pvt Ltd  
Agent : Muhammad Farooq [35202-4221645-7]  
Address : Lahore  
Issue Date : 5-Jan-2023 4:44:59 PM  
Delisted On/Validity : 12-Jan-2023  
Amount in Words : One Hundred Rupees Only  
Reason : Affidavit  
Vendor Information : Muhammad Kashif Rashid | PB-LHR-1355 | Hanjarwal, Multan Road



محکمہ کاٹسٹیشن انٹیمڈیاٹ فیروزش  
لاہور نمبر  
1355  
ہجر وال الہور  
196

ATTESTED  
AMANAT ALI  
Oath Commissioner Lahore

نوٹ: یہ قرائن تاریخ اجرا سے سات دنوں تک کے لیے قابل استعمال ہے۔ ہر اسٹامپ کی تصدیق بذریعہ ویب سائٹ کیوں کرے یا اس ایم سے کی جا سکتی ہے۔  
Type "eStamp <16 digit eStamp Number>" send to 8100

## W. Manufacturing and Expiry Date.

The firm will mention the manufacturing and expiring date on the invoice.

On behalf of the  
University of Agriculture, Faisalabad  
Treasurer

Witnesses:   
TREASURER  
University of Agriculture  
Faisalabad

Name:   
Address:   
Stores Officer (DPIC)  
University of Agriculture,  
Faisalabad.  
Muhammad Zaheer  
33100 - 8654140-5

on behalf of the Firm  
Sr. Institutional Sales Manager (Muller & Phipps)

Witnesses:   
Name: MUHAMMAD FAROOQ

Address: 10-KM Near PESSI Hospital Multan Road,  
LAHORE.