



**UNIVERSITY OF AGRICULTURE, FAISALABAD**  
**Directorate of Procurement & Inventory Control (DPIC)**

Phone # 041-9200898  
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Website: [www.uaf.edu.pk](http://www.uaf.edu.pk)  
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No. DPIC/ 1267-74  
Dated: 18-3-18

To

1. The Registrar/the Treasurer/the Controller of Examinations.
2. The Director ITRCDB, with the request to upload the same on the websites of the University/DPIC at appropriate space, for information and necessary action of all concerned.
3. Resident Auditor/Accounts Officer (Pre-Audit & Disb. Section)
4. Secretary to Vice Chancellor, U.A.F.

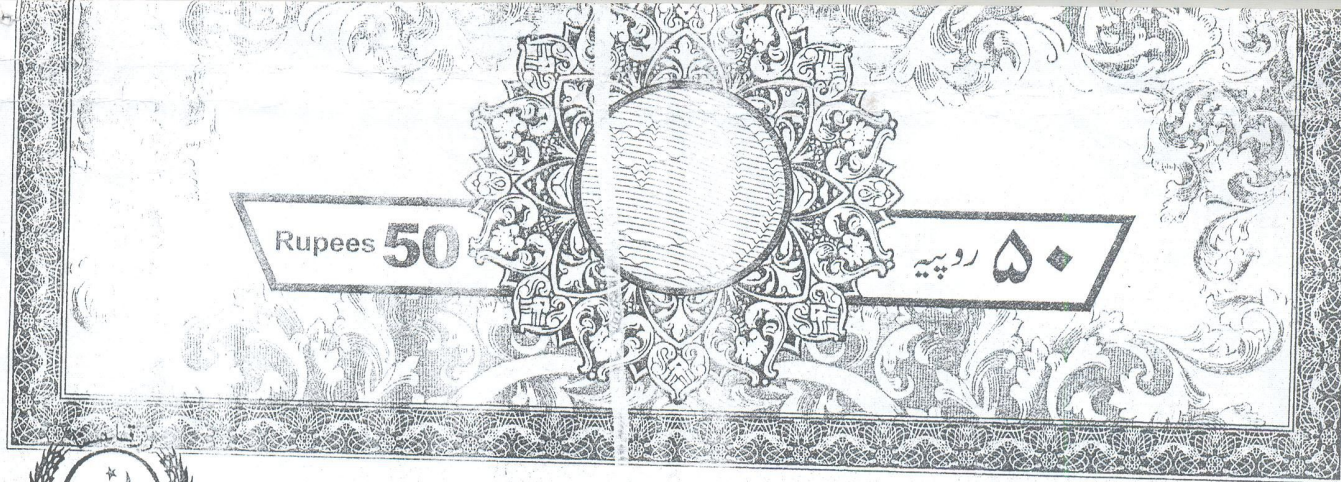
Subject:- **PURCHASE OF STATIONERY, COMPUTER ACCESSORIES, MISCELLANEOUS & ELECTRIC ITEMS THROUGH FRAMEWORK CONTRACT FOR THE FINANCIAL YEAR, 2017-2018.**

Kindly find enclosed herewith the copies of framework contract(s) made with various firms for subject purchase(s) as detailed below for information and record, please:

S.#	Name of Firm	Framework Contract No. & Date
1	M/S Haider Computers, Faisalabad.	DPIC/150/2017/8518 22.12.2017
2	M/S JJ Brothers Enterprises, Faisalabad.	DPIC/150/2017/8519 22.12.2017
3	M/S Altaf Ahmad & Sons, Faisalabad.	DPIC/150/2017/8520 22.12.2017
4	M/S SK Global, Faisalabad.	DPIC/150/2017/8521 22.12.2017
5	M/S Auzi Business Devices, Faisalabad.	DPIC/150/2017/8522 22.12.2017
6	M/S N.M. Impex (Pvt.) Ltd., Lahore.	DPIC/150/2017/8523 22.12.2017
7	M/S Umar Traders, Lahore.	DPIC/150/2017/8524 22.12.2017
8	M/S Ahmad Enterprises, Faisalabad.	DPIC/150/2017/962 08.03.2018
9	M/S Gold Reef Computers, Karachi.	DPIC/150/2017/963 08.03.2018
10	M/S Shalimar Stationers, Lahore.	DPIC/150/2017/964 08.03.2018

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store\_officer@uaf.edu.pk

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

Haider Computers  
Signature

No.DPIC/150/2017/ 8518  
Dated: 22-2-17

**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 Haider Computers, having their registered office at 83/B, Sir Syed Town, Faisalabad under Sales Tax No. 08-80-4817-002-64 and National Income Tax No. 1160515-4 with phone No. 0300-6641575. 041-2648008 and Fax No. \_\_\_\_\_, 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 for all the Administrative & Academic Departments, Directorates/Institutes, Sub Campus (hereinafter called as the "Clients").

WHEREAS, the University of Agriculture, Faisalabad, invited bids from the firms on 05.10.2017 for the Framework Contracts for the supply of **Stationery, Computer Accessories, Miscellaneous & Electric items etc.**

(hereinafter called the goods to the Clients for the year 2017-2018.

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 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**

Sr.	Name of Items with specifications	Estimated Quantity	Amount in Pak. Rupees Including GST
1.	Ball Point Uniball, Signo different colored	500 Pkt. (Each of 12 No.)	Rs. 388/- Pkt
2	Ball Point Uniball Eye Fine different colored	400 Pkt. (Each of 12 No.)	Rs. 845/- Pkt
3	Box File Fiber (Large size) with clip	800 No.	Rs. 135/- Each
4	Cash Book printed, 75 gm paper, 50 L., as per sample	300 No.	Rs. 147/- Each



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District Commissioner  
Faisalabad



Rupees 50

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5	Carbon paper Dolphine	40 Pkt.	Rs.150/-Each
6	Drafting Pad (A4 size) Alfalah	500 No.	Rs.88/-Each
7	Drafting Pad (Small size) Alfalah	600 No.	Rs.73/-Each
8	Envelop craft 10"x12" Fine quality	20000 No.	Rs.1.99 E
9	Envelop craft 11"x15" white 75 gm paper F/Q	8000 No.	Rs.4/-E
10	Envelop Cloth 11"x15" fine quality	15000 No.	Rs.14.27 E
11	Envelop Cloth 15"x20" printed with 3" cover f/q	15000 No.	Rs.22.88 E
12	Eraser/Rubber Al-30	4000 No.	Rs.15.21 E
13	F.M. Remote bell different frequency	60 No.	Rs.450/-E
14	F.M. Bell ding Dong or equivalent	20 No.	Rs.390/-E
15	File Board Double gatta fine quality	1200 Set (Set of 2 No.)	Rs.32/-set
16	Gum/Glue Stick Dollar 20 gm	2000 No.	Rs.49.14 E
17	Gum Pad small 1.5" different colored	1000 No.	Rs.21/-E
18	Guard File 120 craft leaf, Printed cover, as per sample	1200 No.	Rs.235/-E
19	Ink Bottle Large 500 ml Dollar/Decent/Nafees	80 Btl.	Rs.80/-E
20	Ink Bottle dollar 60 ml	200 No.	Rs.15/-E
21	Marker Permanent No.70/90 Dollar different colored	1200 No.	Rs.22.90 E
22	Note book diary ruled, 100 leaf, B-5 size	300 No.	Rs.109/-E
23	Paper 80 gm Double A, F4 size, 500 sheet	10000 Ream	Rs.597/- R
24	Paper 80 gm Double A, A4 size, 500 sheet	12000 Ream	Rs.499/- R
25	Paper 100 gm (A4 Size) 500 sheet Imported	100 Ream	Rs.550/- R
26	Pay change form different coloured 60 gm paper printed	15000 No. (Each Pkt. of 100 No.)	Rs.110/-Pkt.
27	Pin Cushion Magnet	200 No.	Rs.46/-E
28	Punch Double Hole Opal medium 480 S	200 No.	Rs.138/-E
29	Paper weight Crystal (square/circle shape)	400 No.	Rs. 95/-E
30	Register Stock 100 L printed, 75 gm paper, as per sample	600 No.	Rs.190/-E
31	Register Stock 500 L printed, 75 gm paper, as per sample	10 No.	Rs.750/-E
32	Ribbon for typewriter full mark	80 No.	Rs.120/-E
33	Scotch Tape 2" (L) 50 Y Excel/Opal/Seven Star	600 No.	Rs.54.50 E
34	Sealing Wex Red	100 Pkt.	Rs.30/-E
35	Sharpener Steel Dux	2000 No.	Rs.6/-E
36	Stapler HD45 Opal	800 No.	Rs.173/-E
37	Tag Large 36" size	300 Bdl.	Rs.33/-Bdl.
38	Thread Ball No. 8 or equivalent	100 kg	Rs.225/-E
39	Engagement Diary ring binding	80 No.	Rs.190/-E
40	Out-door patient Register, printed, 68 gm paper, 300 leaf	20 No.	Rs.950/-E
41	Inventory Control Register, printed 75 gm paper, 200 leaf as per sample	05 No.	Rs.450/-E
42	CD ( R) 700 MB Sony/Maxell	800 No.	Rs.55/-E
43	CD (R) 5 GB	100 No.	Rs.409/-E
44	Copy Prinier Ink KS 600/800 Riso Original. Made in Japan	30 No.	Rs.5250/-E



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Rupees 50

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45	Copy Printer Ink CZ 180, Riso Original, Made in Japan	200 No.	Rs.5250/-E
46	Master Roll Riso KS-600/800 original Made in Japan	30 Roll	Rs.5450/-E
47	Master Roll CZ 180, Riso Original, Made in Japan	300 Roll	Rs.10900/-E
48	Flash Ram 64 GB Kingston 3.0	30 No.	Rs.2850/-E
49	Flash Ram 128 GB Kingston 3.0	20 No.	Rs.3950/-E
50	Key Board A4 Tech USB KS-85	400 No.	Rs.755/-E
51	Mouse A4 Tech USB	500 No.	Rs.405/-E
52	Data Cable/Printer Cable fine quality USB	200 No.	Rs.75/-E
53	VGA (MHDI) Cable for computer	40 No.	Rs.160/-E
54	Toner Hp 7115-A original/genuine	15 No.	Rs.8250/-E
55	Toner Hp 53-A original/genuine	80 No.	Rs.9900/-E
56	Toner Hp 12-A original/genuine	100 No.	Rs.7550/-E
57	Toner Hp 05 A original/genuine	150 No.	Rs.9360/-E
58	Toner Hp 55 A original/genuine	30 No.	Rs.14990/-E
59	Toner Hp 80 A original/genuine	150 No.	Rs.9900/-E
60	Toner Hp 83 A original/genuine	90 No.	Rs.7090/-E
61	Toner Hp 85 A original/genuine	80 No.	Rs.6690/-E
62	Toner Hp 35 A original/genuine	10 No.	Rs.6690/-E
63	Toner Hp 36 A original/genuine	10 No.	Rs.6690/-E
64	Toner Hp 92 A (EP-22) original/genuine	10 No.	Rs.6690/-E
65	Toner Hp 364 A original/genuine	40 No.	Rs.16800/-E
66	Toner Hp 39 A original/genuine	10 No.	Rs.18900/-E
67	Toner Hp 42 A original/genuine	10 No.	Rs.15650/-E
68	Toner Hp 78 A original/genuine	20 No.	Rs.7590/-E
69	Toner Hp 90 A original/genuine	30 No.	Rs.16900/-E
70	Toner Hp 10 A original/genuine	10 No.	Rs.13400/-E
71	Toner Hp 26 A original/genuine	20 No.	Rs.12300/-E
72	Toner Hp 81 A original/genuine	20 No.	Rs.19400/-E
73	Toner Hp 82 A original/genuine	10 No.	Rs.22500/-E
74	Toner Hp 2550 original/genuine (black, Cyan, yellow and magenta)	10 No./Set of 4 clrd.	Rs.46500/-E
75	Toner Hp Q 3972 A/3971 A, original/ genuine, four coloured (yellow, black cyan, magenta)	10 No./Set of 04 colrd.	Rs. 47600/- E
76	Toner Hp 601 A Pro original/genuine	10 No.	Rs.16900/-E
77	Toner Photocopier IR 2022 Canon (NPG-28) original/genuine	80 No.	Rs.4400/-E
78	Toner Photocopier Bizhub 211/Tn 114 original/genuine	60 No.	Rs.9945/-E
79	Toner Photocopier Bizhub 363/Tn 414 Original/genuine	60 No.	Rs.16990/-E
80	Toner Photocopier Konica Minolta Tn 217 original/genuine	100 No.	Rs.14900/-E
81	Toner 7145 Konica Monolta original/genuine	10 No.	Rs.18500/-E
82	Colour cartridge 131-A original for laser printer Jet pro 200 original/genuine	10 No./Set of 4 colrd.	Rs.42500/-E
83	Colour cartridge No.60 Hp original/genuine	10 Set	Rs.4450/-E
84	Ink cartridge coloured No. T60 (Epson) compatible auto-reset chips/Transprint brand/6 coloured ink, original/genuine	10 Set each	Rs.6800/-E

COMMISSIONER  
DISTRICT COURTS  
RAJALABAD-PAKISTAN



Rupees 50

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85	Ink cartridge Hp 650 deskjet printer 4515 black, original/genuine	50 No.	Rs.2450/-E
86	Ink cartridge Hp 650 deskjet printer 4515 coloured, original/genuine	50 No.	Rs.2450/-E
87	Ribbon for Printronix Printer P-8000 original/genuine	20 No.	Rs.3500/-E
88	Ribbon for Printronix Printer 5005B original/genuine	48 No.	Rs.1650/-E
89	HPCP1025 B12 Hlib Coloured original/genuine	10 No.	Rs.29300/-E
90	Toner Fax Machine L-140/FX-9/FX-9S Canon, original	20 No.	Rs.11500/-E
91	Toner Fax Machine canon NPG - 51 original	30 No.	Rs.8450/-E
92	Cable original Cat-6 Baynet or equivalent for net connection	80000 feet	Rs.15.50 E
93	Speaker for computer Audionic/Adifier/SP/SB	20 Set (Each of 2 No.)	Rs.7663/-E
94	Ink black (sky) liquid	200 kg	Rs.696/- kg
95	Battery for Laptop 6710 B	20 No.	Rs.3800/-E
96	Mic. as per sample	15 No.	Rs.6500/-E
97	Goosneck Mic. as per sample	15 No.	Rs.8500/-E
98	VGA cable 10 meter length fine quality	15 No.	Rs.650/-E
99	Wire / Mick Lead Coil (90 meter)	05 Coil	Rs.19500/-E
100	Mick Jack male/female	20 No.	Rs.950/-E
101	Air Freshener, 300 ml Jasmine Lotion	300 No. 400 No.	Rs.158/-E Rs.168/-E
102	Bucket Plastic (L) fine quality	300 No.	Rs.290/-E
103	Battery 9 volt Toshiba/Power Plus	1000 No.	Rs.32/-E
104	Cell AA size Toshiba/Power Plus	1200 No.	Rs.12/-E
105	Faster Black Cobra, 300 ml King Tox, 300 ml	200 No. 300 No.	Rs.175/-E Rs.225/-E
106	Duster Cloth (Flalain) 42" width Red/Pink/Yellow/ green/white	6000 M.	Rs.95/-M
107	Fly Killer Plastic/ Leather	100 No.	Rs.35/-E Rs.450/-E
108	Ble basket plastic fine quality as per sample	200 No.	Rs.110/-E
109	Hand wash liquid (Professional) 4.5 lit. gallon	10 Gallon	Rs.448/-E
110	Jala Brush with Stick	300 No.	Rs.145/-E
111	Lock 32 mm china fine quality	100 No.	Rs.49/-E
112	Lock 38 mm china fine quality	100 No.	Rs.60/-E
113	Lock 50 mm GUL WOHU fine quality or equivalent	200 No.	Rs.158/-E
114	Lock 60 mm GUL WOHU fine quality or equivalent	200 No.	Rs.190/-E
115	Lock 70 mm GUL WOHU fine quality or equivalent	200 No.	Rs.195/-E
116	Mortien Oil Refill	200 No.	Rs.190/-E
117	Mortien repellent Machine	100 No.	Rs.290/-E
118	Phool Jharoo, fine quality	300 No.	Rs.90/-E
119	Soap Lux 115 gm (L) white	2000 No.	Rs.49/-E
120	Cassette 90 min. duration TDK/Sony/Maxell	300 No.	Rs.225/-E



COMMISSIONER  
HIGH COURT  
ISLAMABAD



Rupees 50

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121	Tili Kana (thin type) Superior	1000 kg	Rs.115/-kg
122	Tili Narial (thin/long) type Superior	1500 kg	Rs.115/-kg
123	Tissue Box (Rose Petal) Multi- colour Perfumed POP UP	3500 B 2500 B 1200 B	Rs.135/-E Rs.114/-E Rs.82/-E
124	Tissue Roll Tulip Or equivalent	5000 Roll	Rs.19/-E
125	Tyre for cycle service Or equivalent	80 No.	Rs.325/-E
126	Tube for cycle service Or equivalent	80 No.	Rs.175/-E
127	Vin Powder 450 gm	2000 Pkt.	Rs.68/- Pkt.
128	Vin Dish Wash Bar 285 gm Max Lemon Long Bar 285 gm	200 Pkt. 200 Pkt.	Rs.45/-E Rs.45/-E
129	Wiper steel/rubber angle type fine quality	700 No.	Rs.115/-E
130	Towel superior quality white/coloured Medium size 24"x40"	200 No.	Rs.225/-E
131	Tea Cup with Saucer Japan/Taiwan/China SQU 1621 auratic Or equivalent	200 D (Each of 12 No.)	Rs.1750/-D
132	Tea Spoon small stainless steel	100 D (Each of 12 No.)	Rs.275/- D
133	Table Spoon (L) stainless steel	100 D (Each of 12 No.)	Rs.350/- D
134	Wall Clock Champion/Citizen	50 No.	Rs.850/-E
135	Plates Plastic (L) fine quality Plates Plastic (M) fine quality Plates Quarter (S) Plastic fine quality	600 No.	Rs.120/-E Rs.120/-E Rs.120/-E
136	Stop Watch fine quality	20 No.	Rs.120/-E
137	Call Bell Manual (Cell)	20 No.	Rs.448/-E
138	Rice spoon (L) Plastic fine quality	50 D (Each of 12 No.)	Rs.350/-D
139	Bowl (Donga) Plastic fine quality	60 No.	Rs.275/-E
140	Dish for rice fine quality	60 No.	Rs.360/-E
141	Sugar Pot Plastic/crystal glass fine quality	80 No.	Rs.190/-E
142	Milk Pot Plastic/crystal glass fine quality	80 No.	Rs.190/-E
143	Saucepan steel large size, fine quality, as per sample	24 No.	Rs.950/-E
144	Thermos 1.7 lit. fine quality	30 No.	Rs.1350/-E
145	White Paint	100 Lit.	Rs.550/-Lit.
146	Karocine Oil	100 Lit.	Rs.150/- Lit.
147	Brush for choona	30 No.	Rs.145/-E
148	Brush for Paint 4"	30 No.	Rs.325/-E
149	Balti iron	50 No.	Rs.850/-E
150	Kochi	50 No.	Rs.650/-E
151	Foot mate (L) fine quality	100 No.	Rs.850/-E
152	Energy Sever 80 watts Philips (pin/screw type)	200 No.	Rs.1750/-E
153	Energy Sever 32 watts Philips (pin/screw type)	2000 No.	Rs.380/-E
154	Energy Sever 11 watts Philips	1000 No.	Rs.245/-E



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 DISTRICT COMMISSIONER  
 DISTRICT COURTS  
 FAISALABAD



Rupees 50

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155	Bulb/Button Holder white (screw/pin type) 10 amp KM/ Major/ Anker/ Zeeshan	3000 No.	Rs.38/-E
156	Bulb/Button Holder white (screw/pin type) 06 amp KM	200 No.	Rs.38/-E
157	Energy Sever Holder with wire (Heavy duty)	200 No.	Rs.110/-E
158	Switch 13 amp KM	1200 No.	Rs.24/-E
159	Socket/Plug 13 amp KM	1200 No.	Rs.24/-E
160	Solution Tape Osaka	300 No.	Rs.24/-E
161	Capacitor 3.5 u Sogo/Fuji or equivalent	800 No.	Rs.55/-E
162	Dimmer for fan GFC/Philips or equivalent	150 No.	Rs.45/-E
163	Choke 18/20 watts Philips	200 No.	Rs.425/-E
164	Tube Patti Philips Pak Light	100 No.	Rs.210/-E

**C. Duration**

1. The Framework Contract shall commence from date of approval of the competent authority.
2. The Framework Contract shall remain in force till **30.06.2018**.
3. The Firm shall be bound to accept all supply orders up to **30.06.2018**.

**D. Quantity**

1. This Agreement is concluded with the Firm on 100% demand basis, where by, the Firm shall be bound to supply the quantity ordered by the UAF.
2. The Firm shall maintain sufficient stock of goods to meet the demand of UAF.

**E. Packing**

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

**F. Delivery**

**1. Period:**

- a. Normal Supply: Within 10 days from the date of issuance of first supply order and subsequent supply within 07 days and 20 days in case of printing material.
- b. Emergent Supply: Within three days.

**2. Place:** Directorate of Procurement & Inventory Control (DPIC), UAF.

**3. Late Delivery:** Director (P&IC) may, impose liquidated damages in case of late delivery installation/commissioning except due to Force Majeure, @0.67% of the value of goods delivered/installed/commissioned 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 goods delivered/installed/commissioned late.

**G. Payment**

**1. Prerequisites:**

- a. Provision of satisfactory Inspection Certificate as per clause I.
- b. Deduction of Income Tax or production of an Exemption Certificate by the Firm from Income Tax Commissioner concerned
- c. Deduction of Sales Tax if applicable and simultaneously provision of prescribed Sales Tax Invoices showing the requisite amount of Sales Tax if applicable.

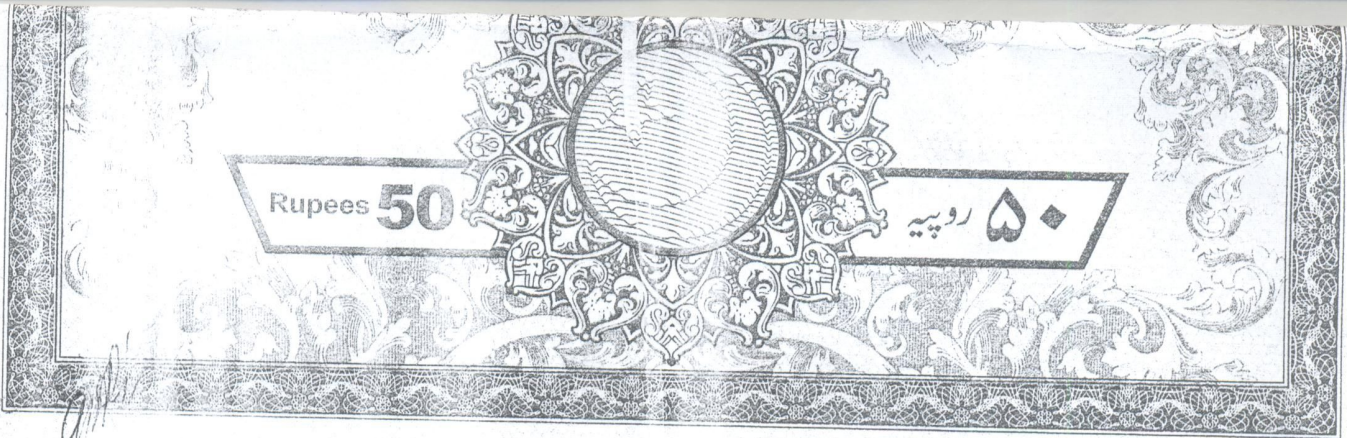
**Mode:**

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

**H. Warranty/Replacement:**

- a. Free of cost three months comprehensive on site with (parts and labor) as the case may be.
- b. If the goods become out of order within first three months of the delivery, the firm shall replace the whole goods (s).





- c. If the firm takes up the goods for replacement or repair, the firm shall provide the suitable backup within 72 hours. If the firm fails to do so, the replacement will be made at risk at expenses of the firm and the amount will be deducted from the performance security without notice.

**I. Inspection**

1. Inspecting Officer: A member of the Tender Committee (Computer Science department) for computer accessories and Assistant Registrar (Press) for paper(s) and other items in accordance with the samples.
2. Place: Directorate of Procurement & Inventory Control, UAF.

**J. Rejection of goods**

1. On Inspection, the Inspecting Officer may reject goods not conforming to specifications.
2. Where the good (s) 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 the rejection is justified, the good (s) shall stand rejected and shall be replaced by the Firm at its own risk and cost failing which the good (s) shall be purchased through the Directorate of Procurement & Inventory Control, University of Agriculture, Faisalabad at the cost of the Firm.

**K. Security**

1. **Performance Security:** A sum of Rs.100,000/- (Rupees One Hundred Thousand Only) have deposited by the Firm in the shape of Deposit at Call Receipt No.0180991 dated 07.12.2017 as performance security.
2. **Release:** (i) performance security deposit shall be released within 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.
3. **Forfeiture:** Performance Security may be forfeited if;
  - (a) the Firm fails to execute any provision of this Agreement; and
  - (b) complaints are received against the goods or in respect of any deficiency and confirmed after due inquiry by the committee comprising Prof. Dr. Abdul Wahid, Convener/Controller of Examinations, Mr. Salman Afsar Awan, Lecturer, Deptt. of Computer Sciences, Mr. Mumtaz Ali, Assistant Registrar (Press), Mr. Sarfraz Rizwan, Accounts Officer (Co-ord.) and Dr. Shahid Afzal Gill, Director (DPIC). However, the firm shall be given opportunity of being heard and of adducing evidence. The Clients would then have a right to purchase the requisite good(s) from elsewhere without any notice and at the Firm's cost.

**L. Progress Report**

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

**M. Correspondence**

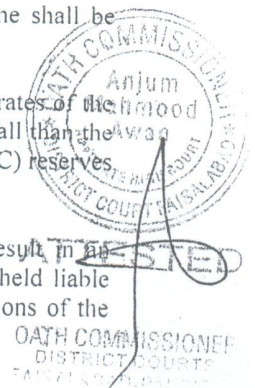
The number and date of this Agreement well as supply orders issued under the same shall be quoted in all the correspondence made in this behalf.

**N. Review of Rates**

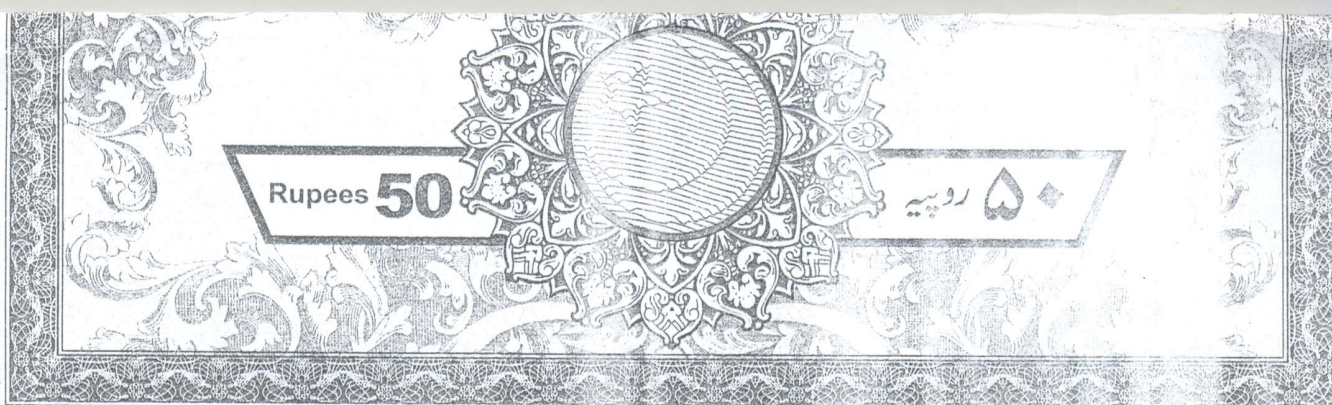
The committee shall review the rates mentioned in the Agreement with the prevailing rates of the market on completion of six months. If in the opinion of the committee, the rates become considerably fall than the Agreement Rates. The firm will be bound to amend the rates accordingly, failing which the Director (DPIC) reserves the right to terminate the Agreement under clause "P".

**O. Cancellation/Suspension**

1. Complaints in respect of goods or any other violation(s) of this Agreement shall result in an inquiry by the Committee referred to in Sub-clause "3" of Clause "K". If contacting firm is held liable in the said inquiry, the Treasurer may take the following action on the recommendations of the committee:







Haider Commission  
APR 2011

- a. Suspension of this Agreement.
- b. Cancellation of this Agreement or and
  - i. Forfeiture of Security or and
  - ii. Blacklisting.
  - iii. Any other legal measure available.

**P. Termination for Default**

- 2. The Director (P&IC) 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:
  - (c) if the firm has engaged in corrupt or fraudulent practices in executing the Agreement.
  - (d) If the firm fails to deliver any or all of the Goods within the period(s) specified in the Agreement or within any extension thereof granted by the Director (DPIC).

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 facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice 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.

- 2. In the event of termination of the Agreement in whole or in part, the Director (P&IC) 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.
- 3. Notwithstanding, the Supplier 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 Agreement is the result of an event of Force Majeure.
- 4. For purposes of this clause, "Force Majeure" means an event beyond the control of the firm and not involving the firm's 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.

**Q. 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).

**R. 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, the Director (DPIC) may elect:

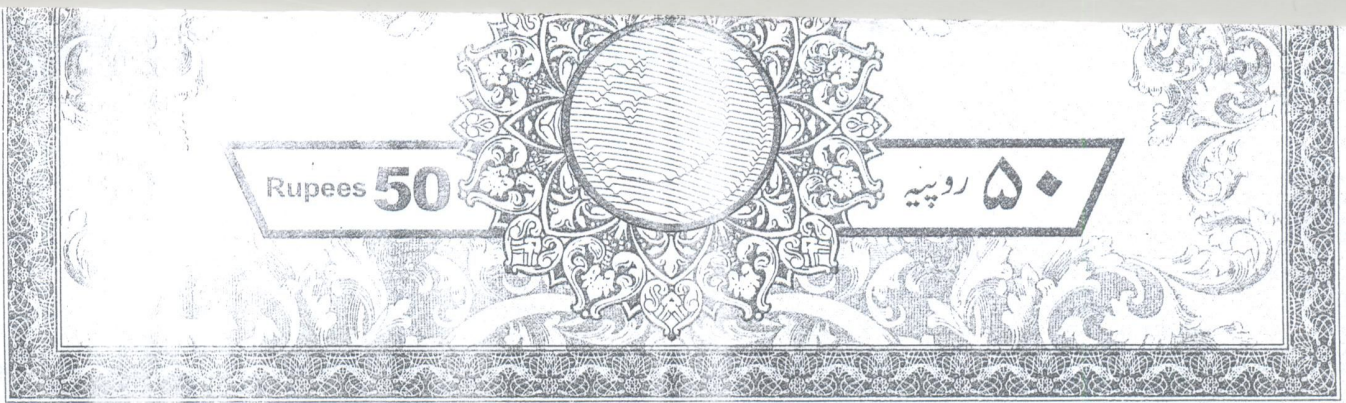
- (a) to have any portion completed and delivered at the Agreement terms and prices; and/or
- (b) to cancel the remainder and pay to the firm an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the firm.

Q

Universe  
Faisalabad

COMMISSIONER  
DISTRICT COURT  
FAISALABAD  
ATTESTED  
COMMISSIONER  
DISTRICT COURT  
FAISALABAD





**R. Arbitration:**

- iv. 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 see arbitration.
- v. If the firm intends to go for arbitration, he shall have to give 30 days notice in writing informing the Director (DPIC) 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.
- vi. 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 "P" "Termination for Default" and clause "R" "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 on the account of such proceeding unless they are subject of the dispute. The arbitration ward shall be recorded in writing.

**S. Court Jurisdiction**

Only the courts at Faisalabad shall have exclusive jurisdiction to adjudicate upon any "lis" brought by either of the parties in relation to the contract.

**T. Other terms & conditions**

As per bidding documents against Tender No.150/2017.

On behalf of the  
University of Agriculture, Faisalabad

*[Signature]*  
Treasurer  
UNIVERSITY OF AGRICULTURE  
FAISALABAD

Witnesses: \_\_\_\_\_

Name: Sohail Anjum

Address: RESEARCH ASSISTANT  
Directorate of Procurement &  
Inventory Control  
University of Agriculture  
Faisalabad.

On behalf of the Firm

*[Signature]*  
PROPRIETER

Witnesses: 4

Name: Syed IBNE HASSAN

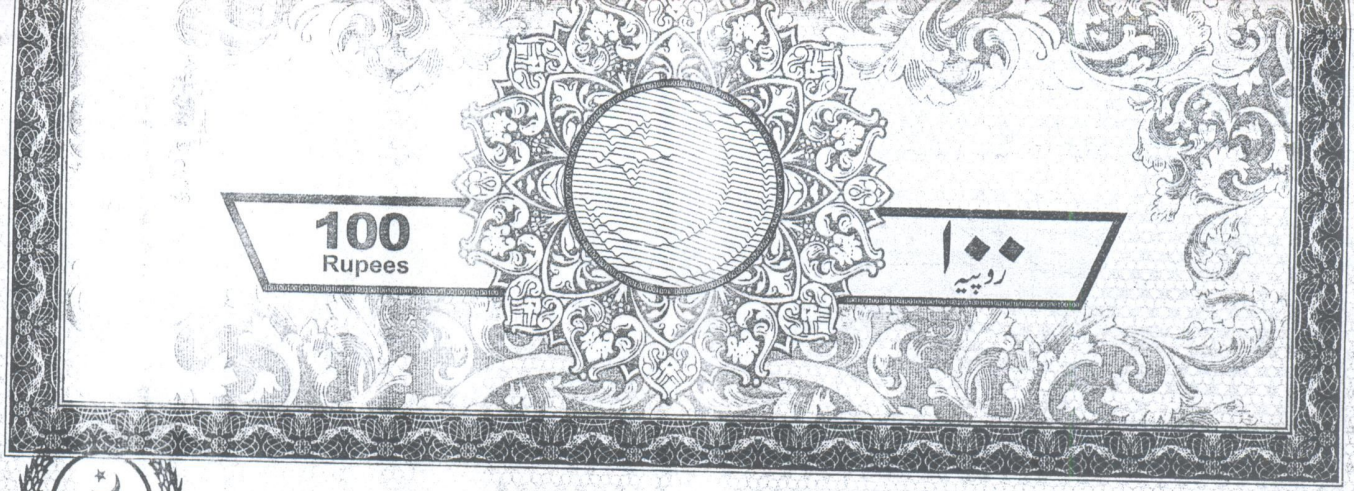
Address: 83/B, S-7 Syed Town, Faisalabad



ATTESTED

OATH COMMISSIONER  
DISTRICT COURTS  
FAISALABAD, PAKISTAN





Phone #.041-9200898  
041-9200161 Ext.3503/3504  
Website: [www.uaf.edu.pk](http://www.uaf.edu.pk)  
E.Mail: [dpic@uaf.edu.pk](mailto:dpic@uaf.edu.pk)  
[store\\_officer@uaf.edu.pk](mailto:store_officer@uaf.edu.pk)

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

No.DPIC/150/2017/ 8524  
Dated: 22-12-17

**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 Umar Traders, having their registered office at **29-Kabir Street, Urdu Bazar, Lahore**, under Sales Tax No. 03-00-8708-118-55 and National Income Tax No. 2813864-3 with phone No. 0301-4655102 and Fax No. \_\_\_\_\_, 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 for all the Administrative & Academic Departments, Directorates/Institutes, Sub Campus (hereinafter called as the "Clients").

WHEREAS, the University of Agriculture, Faisalabad, invited bids from the firms on **05.10.2017** for the Framework Contracts for the supply of **Stationery, Computer Accessories, Miscellaneous & Electric items etc.**,

(hereinafter called the goods to the Clients for the year 2017-2018.

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 Agreement/Framework Contract shall be subject to the following:

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

Any other Terms and Conditions imposed by the Government from time to time.

**B. Description and Rates of Goods**

Sr. No.	Name of Items with specifications	Estimated quantity to be purchased	Rate Inclusive GST in Pak. Rupees
1	Attendance Register for Schools printed (English/Urdu medium)	500 No.	Rs.85/-Each
2	Attendance Register for Students printed 50 leaf	1000 No.	Rs.87/-Each
3	Ball Point Signature BLU Needle Tip different coloured	1200 Pkt. (Each of 10 No.)	Rs.74/-Pkt.
4	Ball Point Dollar Clipper Plus + different coloured	1200 Pkt. (Each of 10 No.)	Rs.54/-Pkt
5	Ball Point Clear Stic, different coloured	1000 Pkt. (Each of 10 No.)	Rs.55/-Pkt.

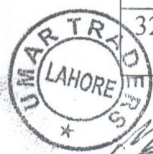




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6	Ball Point Uniball Eye Fine different coloured	400 Pkt. (Each of 12 No.)	Rs.845/-Pkt.
7	Board Marker refill Ink Snowman (Black/Blue)	3000 No.	Rs.46.90 Each
8	Board Erasable Marker Snowman (Black/Blue)	12000 No.	Rs.46.96 Each
9	Box File Fibre (Large size) with clip	800 No.	Rs.135/-Each
10	Bull Dung Clip 19 m TM Diamond or equivalent	700 Pkt. (Each of 12 No.)	Rs.22/-Pkt.
11	Bull Dung Clip 25 m TM Diamond or equivalent	600 Pkt. (Each of 12 No.)	Rs.34/-Pkt.
12	Bull Dung Clip 32 m TM Diamond or equivalent	600 Pkt. (Each of 12 No.)	Rs.49/-Pkt.
13	Bull Dung Clip 41 m TM Diamond or equivalent	100 Pkt. (Each of 12 No.)	Rs.75/-Pkt.
14	Bull Dung Clip 51 m TM Diamond or equivalent	100 Pkt. (Each of 12 No.)	Rs.115/-Pkt.
15	Budget Control Register (BCR) printed, 75 gm paper, 100 L, as per sample	300 No.	Rs.220/-Each
16	Budget Control Register (BCR) printed, 75 gm paper, 100 L, hard gatta binding, Rexion fine quality, as per sample	150 No.	Rs.220/-Each
17	Crop Register printed, 68 gm paper, 100 leaf	40 No.	Rs.125/-Each
18	Chromo Card 22x28 inch, 100 gm, different coloured	40 Pkt. (Each of 100 sheet)	Rs.1450/-Pkt.
19	Calculator 14 digit, CT-714D/CT-9300/CT- 860-II / CT6814-12 digit CT/712/7700,Casio 14 digit DJ-240 D Plus, 12 digit DJ-120 D, AX-120 B,10 digit DS-18	400 No.	Rs.485/-Each
20	Carbon paper Rubby/ KCR	40 Pkt.	Rs.132/-/Rs.275/-E
21	Clear File Bag Plastic different coloured	200 No.	Rs.18/-Each
22	Continuous Computer Paper 9x11 60gm single ply Golden Form Imported	84 Box of 1000 sheet	Rs. 940/-Box
23	Continuous Computer Paper 11x15 60 gm single ply Golden Form Imported	20 Box of 1000 sheet	Rs.1375/-Box
24	Duster for white board fine quality	800 No.	Rs.14/-Each
25	Dollar Pointer 0.3mm different coloured	1000 Pkt. (Each of 10 No.)	Rs.12/-Each Rs. 120/- Pkt.
26	Dollar-Jel Pen 0.7 different coloured	1000 Pkt. (Each of 12 No.)	Rs.255/-Pkt.
27	Document file bag with handle plastic	200 No.	Rs.275/-Each
28	Drawing/Thumb Pin Coloured	400 Pkt. (Each of 50 No.)	Rs.22/-Pkt.
29	Envelop craft 10"x12" white 75 gm paper F/Q	8000 No.	Rs.3.20 Each
30	Envelop craft 9"x4" Fine quality	30000 No.	Rs.78/-Pkt. of 100 No.
31	Envelop Craft 11"x 5" Fine quality	40000 No.	Rs.90/-Pkt. of 100 No.
32	Envelop craft 9"x4" white 80 gm	5000 No.	Rs.115/-Pkt./Rs.1.15E





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33	Envelop craft 6"x4" white 80 gm	4000 No.	Rs.95/-Pkt./ 0.95 E
34	Envelop Craft 11"x6" printed E-48 fine quality	12000 No.	Rs.118/-Pkt. Rs.1.18 E
35	Envelop Cloth 14"x18" f/q Printed/Non Printed	15000 No.	Rs.19/-Each
36	Envelop Cloth 13"x16" f/q Printed/Non Printed	15000 No.	Rs.17/-Each
37	Envelop Cloth 21.5"x13" with cover fine quality	6000 No.	Rs.24/-Each
38	Eraser/Rubber AI-30 ORO/ Dux	4000 No.	Rs.05/-Each Rs.03/-Each
39	File Board Single gatta with white doori as per sample fine quality	300 No.	Rs.17/-Each
40	File Board Double gatta fine quality	1200 Set of 2 No.	Rs.32/-Each
41	File Cover Plastic A4 size (Assignment File)	200 No.	Rs.18/-Each
42	File Cover White Box Board 350 gm printed (Zaman/Pollo), creased	40000 No.	Rs.8.50 Each
43	File Cover Bleach Card 280 gm White printed, creased	40000 No.	Rs.10.75 Each
44	File Cover printed Bleach Card 350 gm White, eye-let creased	5000 No.	Rs.13/-Each
	File Cover printed Bleach Card 350 gm White, creased, without eye-let	5000 No.	Rs.13/-Each
45	Transparent sheet, legal/F4 size, different coloured	300 No.	Rs.11/-Each
46	Transparent sheet, A4 (thesis) size, different coloured	300 No.	Rs.10/-Each
47	File Flapper (Rexion) 3"x24" white doori Fine Quality	20000 No.	Rs.7.99 Each
48	File Flapper (Rexion) 3"x24" Strip (chappi) Fine Quality	10000 No.	Rs.14.99 Each
50	File Flapper (Rexion) 3"x2.5' (30") with white ribbon/doori 4' length/ 0.5" width, fine quality, as per sample	5000 No.	Rs.16/-Each
51	Uni Correction Pen Fluid Marker Japan	700 No.	Rs.90/-Each
52	Foot Roll steel (China) fine quality	400 No.	Rs.28/-Each
53	Four Flapper Fancy with clip	200 No.	Rs.375/-Each
54	Flip Chart different coloured	200 No.	Rs.24/-Each
	Flash Card Coloured	200 No.	Rs.30/-Each
55	Gum Bottle Large size 24 oz Decent/Metro	100 Btl.	Rs.58/-Each
56	Gum Pad medium 3"x3" different colored	1000 No.	Rs.26/-Each
57	Hi-lighter/Linemark Snowman	1200 No.	Rs.46/-Each
58	Ink for Stamp Pad Crystal/Solar	300 No.	Rs.23/-Each
59	Ivory Card 22"x28" diff. colored 200 gm	60 Pkt. (Each of 100 sheet)	Rs.1990/-Pkt.
60	Ivory Card 22"x28" diff. colored 100 gm	60 Pkt. (Each of 1000 sheet)	Rs.1400/-Pkt.
61	Indent Book printed coloured rice paper (each set of 5 sheet)	150 books (Each of 25 set)	Rs.245/-Each of 25 set
	Ink Remover Suny/Fuji/ORO	100 No.	Rs.11/-Each





Rupees **50**

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63	Lead Pencil Gold Fish	1200 Pkt. (Each of 12 No.)	Rs.69/-D
64	Lead Pencil Red fine quality	10 Pkt. (Each of 12 No.)	Rs.90/-D
65	Log Book (Vehicle) Printed 100 L, 75 gm paper, as per sample	200 No.	Rs.228/-Each
67	Note Pads spiral binding 5"x8" without designing	100 No.	Rs.42/-Each
68	Postit notes/Rectangle/ Postit square coloured	100 Pkt./100Pkt.	Rs.75/-Pkt.
69	Packing Tape 2" 40 Y Johnson/Opal or equivalent	700 No.	Rs.39/-Each
70	Paper copy mate Plus 70 gm F4 (Legal) size, 500 sheet	4000 Ream	Rs.369/-R
71	Paper copy mate Plus 70 gm A4 size, 500 sheet	1000 Ream	Rs.325/- R
72	Paper 100 gm (Legal Size) 500 sheet Imported	100 Ream	Rs.648/-R
73	Paper 80 gm Legal size different colored	2000 Pkt. (Each of 100 sheet)	Rs.155/-Pkt.
74	Paper 17"x27" high finished 68 gm, 500 sheet Ravi	400 Pkt. (Each of 500 sheet)	Rs.1005/-R/Pkt.
75	Paper 17"x27" Coloured (IT 190 green) 80 gm 500 sheet, Sinar Spectra premium IK coloured paper, Indonesia	40 Ream (Each of 500 sheet)	Rs.3300/-R/Pkt.
76	Paper 21" x 27", white 120 gsm, 100 sheet IK	200 Ream (Each of 100 sheet)	Rs.1200/-R/Pkt.
77	Pay Slip printed, 2000 sheet/Box imported paper Indonesia 60 gm	35 Box (Each of 2000 sheet)	Rs.2450/-Box
78	Paper Pin (Chrysanthemum) size No.2 china	500 Pkt.	Rs.13/-Pkt.
79	Paper Clip 30 MM Three flower Paper Clip 30 MM different coloured	800 Pkt. 800 Pkt.	Rs.24/-Pkt. Rs.24/-Pkt.
80	Paper Cutter with knife SDI (M) (0426) or equivalent	500 No.	Rs.85/-Each
81	Paper Tape 1" (L) Abro	400 No.	Rs.31/-Each
82	Pen Stand Set Marble	100 Set	Rs.520/-Each
83	Pencil jar Plastic National or equivalent	200 No.	Rs.90/-Each
84	Pin Cushion Plastic	200 No.	Rs.23/-Each
85	Punch Single Hole (medium) fine quality As per sample Or equivalent	400 No.	Rs.59/-Each
86	Punch Single Hole (Large) fine quality As per sample Or equivalent	400 No.	Rs.140/-Each
87	Paper weight Marble (square/circle shape)	400 No.	Rs.18/-Each
88	Register Blank 100 L, 70gm paper ruled, f/q as per sample	1000 No.	Rs.89/-Each
89	Register Blank 200 L, 70gm paper ruled, f/q as per sample fine quality	500 No.	Rs.154/-Each
90	Register Stock 400 L, printed 75 gm paper, as per sample	10 No.	Rs.790/-Each
91	Register Receipt printed 100 L, 68 gm paper high finished, as per sample	600 No.	Rs.126/-Each
92	Register Dispatch printed 100 L, 68 gm paper high finished, as per sample	600 No.	Rs.126/-Each

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Rupees **50**

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93	Rubber Bend Small fine quality	80 Pkt.	Rs.30/-Pkt.
94	Scotch Tape 1" (L) 50 Y Excel/Opal/Seven Star	600 No.	Rs.29/-Each
95	Short hand Note Book	400 No.	Rs.39/-Each
96	Sharpener Steel Dux	2000 No.	Rs.6/-Each
97	Stamp Pad (L) Crystal	500 No.	Rs.33/-Each
98	Stapler H/D kw trio 50 LB/Opal	60 No.	Rs.1650/-Each
99	Stapler Pin 24/6 dollar	8000 Pkt.	Rs.17.50 Each
100	Stapler Pin Heavy Duty Steadler/Washin of size 23/10 23/13 23/17	60 Pkt. of each size	Rs.68/-Pkt. Rs.74/-Pkt. Rs.96/-Pkt.
101	Stapler Pin/TC Stapler Refill of TC-5100 Paper Collator Machine- S-4029 Riso	12 Pkt. (Each of 3000 staple pin)	Rs.6400/-Pkt.
102	Stapler Pin Remover kw trio/SDI	500 No.	Rs.37/-Each
103	Strips-separator different coloured, as per sample	100 Pkt.	Rs.29/-Each
104	Tag Small 6"size	3000 Bdl. (Each Pkt. of 10 Bdl.)	Rs.11.90 Bdl. Rs. 119/-Pkt.
105	Tag Large 24" size	300 Bdl.	Rs.21/-Bdl.
106	Doori Plastic	100 Roll	Rs.35/-Each
107	Telephone Index Book f/qty (L) Telephone Index Book f/qty (M)	80 No. 80 No.	Rs.210/-Each Rs.184/-Each
108	Visiting Card Book f/qty (L) Visiting Card Book f/qty (M)	80 No. 80 No.	Rs.210/-Each Rs.184/-Each
109	Wood Free Paper 25.5"x36" white 100 gm, 1K	100 Pkt. (Each of 250 sheet)	Rs.2132/-R/Pkt.
110	Supplier Register printed 75 gm paper, Rexion fine quality as per sample, 200 Leaf/250 Leaf	05 No.	Rs.559/-Each
111	Establishment Check Register (ECR) printed, 75 gm paper, Rexion fine quality as per sample 100 leaf 150 leaf 200 Leaf	50 No.	Rs.390/-Each Rs.730/-Each Rs.875/-Each
112	Cheque Distribution Register, printed 75 gm paper, Rexion fine quality as per sample, 200 leaf	05 No.	Rs.625/-Each
113	Temporary Advance Register, printed, 75 gm paper, Rexion fine quality as per sample 100 leaf 200 leaf	05 No.	Rs.275/-Each Rs.450/-Each
114	Pre-Audit & Disb. Register, printed, 75 gm paper, Rexion fine quality as per sample, 200 leaf	08 No.	Rs.550/-Each
115	Disbursement Register, printed, 75 gm paper, Rexion fine quality as per sample, 200 leaf	10 No.	Rs.550/-Each
116	CD (R) 700 MB Sony/Maxell	800 No.	Rs.55/-Each
119	Flash Ram 8 GB Hp 3.0	300 No.	Rs.750/-Each
120	Flash Ram 16 GB Hp 3.0	300 No.	Rs.1250/-Each
121	Flash Ram 32 GB Kingston 3.0/Hp 3.0	300 No.	Rs.1330/-Each Rs.1380/-Each

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LAHORE





Rupees 50

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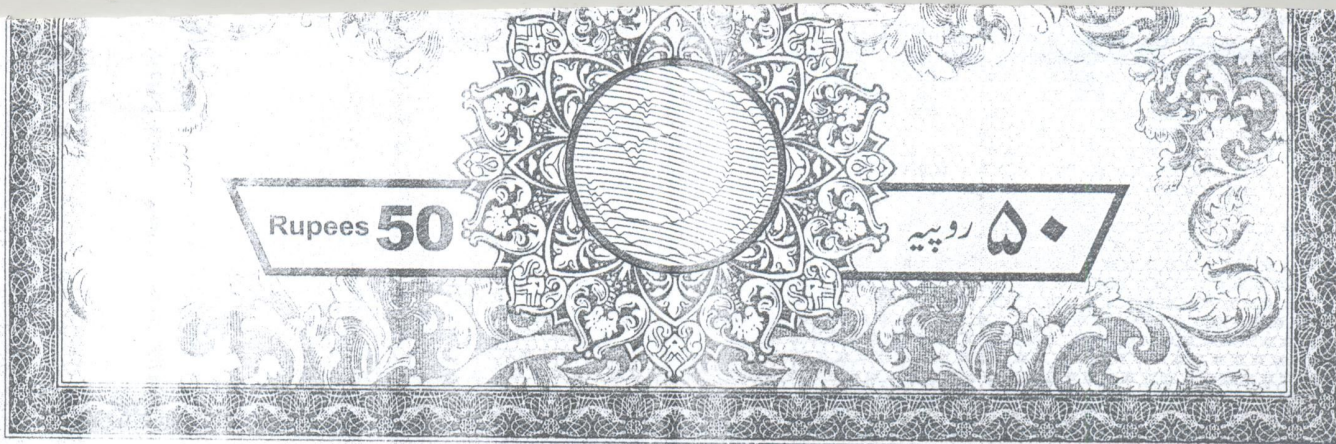
122	Flash Ram 64 GB Kingston 3.0/Hp 3.0	30 No.	Rs.2850/-Each
123	Flash Ram 128 GB Hp 3.0	20 No.	Rs.2990/-Each
126	Ribbon Epson 2170/2080	10 No.	Rs.7000/-Each
127	Power Cable fine quality (male/female)	200 No.	Rs.345/-Each
128	Toner Hp 49-A original/genuine	80 No.	Rs.77/-Each
129	Toner Hp 13-A original/genuine	15 No.	Rs.9800/-Each
130	Toner Hp 80 A original/genuine	150 No.	Rs.9200/-Each
151	Toner Photocopier Toshiba 3520 D/ 350 D original/genuine	15 No.	Rs.9900/-Each
152	Toner Photocopier Toshiba 161/ T1620 D studio original/genuine	10 No.	Rs.7750/-Each
153	Toner photocopier 250-D, E-Studio, original/ genuine	10 No.	Rs.9800/-Each
154	Toner Photocopier Toshiba 2320 D/ 280 original/genuine	10 No.	Rs.4800/-Each
155	RJ 45 Connector Cat-6 original baynet	3000 No.	Rs.9900/-Each
156	RJ 45 Connector Cat-5 original baynet	3000 No.	Rs.10/-Each
157	Mouse Pad fine quality	200 No.	Rs.9/-Each
158	Switch (having five ports for net connection)	200 No.	Rs.43/-Each
159	Switch board (having 24 ports for net connection) fine quality	30 No.	Rs.775/-Each
160	External Lane Card USB	20 No.	Rs.4725/-Each
161	Adopter for Laptop 6710 B	05 No.	Rs.350/-Each
162	Battery 9 volt Energizer	20 No.	Rs.1100/-Each
163	Cell AA Energizer	36 No.	Rs.150/-Each
164	Air Freshener 300 ml Cobra	36 No.	Rs.126/-Each
165	Acid for Bath Room 300 gm packing	300 No.	Rs.190/-Each
166	Battery 9 volt Power Plus	1200 Btl.	Rs.16/-Each
167	Cell AA size Power Plus	1000 No.	Rs.35/-Each
168	Cell AAA size Toshiba/ Power Plus	1200 No.	Rs.10/-Each
169	Cell R14SG Size C 1.5V, Toshiba	800 No.	Rs.13/-Each
170	Cell of FM Bell Alkaline 23A, 12 V	50 No.	Rs.10/-Each
171	Chalk white/Coloured for black board fine/ qlty.	50 No.	Rs.30/-Each
172	Cobra Insect Killer, 300 ml	100 Pkt.	Rs.60/-Each
173	Dust Bin Plastic No.6 Or equivalent	200 No.	Rs.15/-Each
174	Dettol multi surface cleaner different coloured - 1 litre packing	300 No.	Rs.195/-Each
175	Extension Lead with wire (multiple plug) Hero	400 No.	Rs.80/-Each
176	Glint Streak-free shine 500 ml glass & household cleaner	300 No.	Rs.780/-Each
177	Green blazer (cloth) 52" width, fine quality	200 No.	Rs.200/-Each
178	Glass for table 8mm	100 M	Rs.840/-Each
179	Phenyl/Naphthalene Ball (Tablets) Star Brand or equivalent fine quality	100 sq. ft.	Rs.165/-Feet
		200 Pkt.	Rs.60/-Pkt.



180	Polythene bags 50 kg plastic fine quality	600 No.	Rs.22/-Each
181	Phenyl Liquid 2.75 Lit. Finis/Johnson	1200 Btl.	Rs.149/-Btl.
182	Soap Tibet Luxury 35 gm white	4000 No.	Rs.11/-Each
	Soap Hoor 35 gm white		Rs.10/-Each
183	Soap Lux 75 gm white	1200 No.	Rs.40/-Each
184	Soap Safeguard 115 (L) gm white	2000 No.	Rs.54/-Each
185	Sua small size, iron as per sample	100 No.	Rs.120/-Each
186	Scissor 6" as per sample	200 No.	Rs.75/-Each
187	Surf 90 gm Excel/Ariel	2500 Pkt.	Rs.25/-Pkt.
188	Tat (S/Q)	1500 Y	Rs.58/-Yard
189	Toilet Brush Plastic	300 No.	Rs.90/-Each
190	Tili Narial (thin/long) type Superior	1500 kg	Rs.115/-kg
191	Tissue Roll Rose Petal	5000 Roll	Rs.38/-Each
192	Scotch Brite Green Kitchen Scouring Pad 3 M	200 No.	Rs.45/-Each
193	Scotch Brite Stainless steel Spiral 3 M	200 No.	Rs.45/-Each
194	Towel superior quality white/coloured Large size 27"x54"	300 No.	Rs.340/-Each
195	Glass for Water Kiran 275 ml	200 D (Each of 12 No.)	Rs.34/-Each/Rs. 408/-D
196	Water Cooler Rehbar 20 lit. Water Cooler Rehbar 40 Lit/50 Lit.	80 No.	Rs.825/-Each Rs.1450/-Each
197	Plates Quarter (S) Plastic fine quality	600 No.	Rs.120/-Each
198	Tray Plastic fine quality, Large size	100 No.	Rs.300/-Each
199	Electric kettle 1.7 Lit. West Point Deluxe WF-8267, Deuron DN-516 or equivalent model	100 No.	Rs.1725/-Each
200	Door Lock (Handle) HIS, Italy	30 No.	Rs.1050/-Each
201	Umbrella large size fine quality	50 No.	Rs.350/-Each
202	Choona	200 kg	Rs.45/-Kg
203	Hurmichi No. 620	200 kg	Rs.110/-kg
204	Malmal cloth	100 M	Rs.60/- M
205	Back care seat multi foam	50 No.	Rs.1900/-Each
206	Lota Plastic Large size f/quality	300 No.	Rs.85/-Each
207	Energy Sever 80 watts Philips (pin/screw type)	200 No.	Rs.1750/-Each
	Energy Sever 80 watts Oppl (pin/screw type)	200 No.	Rs.970/-Each
208	Energy Sever 23 watts Philips (pin/screw type)	3000 No.	Rs.240/-Each
	Energy Sever 23 watts Oppl (pin/screw type)	3000 No.	Rs.155/-Each
209	Energy Sever 42 watts Philips (pin/screw type)	2000 No.	Rs. 475/-Each
210	Energy Sever 45 watts Oppl (pin/screw type)	2000 No.	Rs.590/-Each
211	Switch 13 amp KM or equivalent	1200 No.	Rs.24/-Each
212	Socket/Plug 13 amp KM or equivalent	1200 No.	Rs.24/-Each
213	Shoe 2 pin 5-10 Amp. KM or equivalent	100 No.	Rs.25/-Each
214	Light Plug 5/10 amp. Hero Light Plug 5 in 1 special stylish Sharjah	800 No.	Rs.220/-Each
215	Universal Socket out let 13 amp copper point with one pole KM	800 No.	Rs.135/-Each
216	Solution Tape Nitto	300 No.	Rs.29/-Each







217	Wire 7/29 single core Newage/Pakistan/Exsn	15 Coil	Rs.3950/-Coil
218	Wire 3/29 single core Newage/Pakistan/Exsn	15 Coil	Rs.1690/-Coil
219	Wire 7/29 double core Newage/Pakistan/Exsn	15 Coil	Rs.5800/-Coil
220	Wire 3/29 double core Newage/Pakistan/Exsn	15 Coil	Rs.3200/-Coil
221	Tube Rod 40 w Philips	1500 No.	Rs.118/-Each
222	Tube Rod 18/20 w Philips	800 No.	Rs.98/-Each
223	Starter 36/40 w Philips	1500 No.	Rs.28/-Each
224	Starter 18/20 w Philips/Starter 4-22 w S2-P	800 No.	Rs.27/-Each
225	Choke 36/40 watts Philips	200 No.	Rs.350/-Each

**C. Duration**

1. The Framework Contract shall commence from date of approval of the competent authority.
2. The Framework Contract shall remain in force till **30.06.2018**.
3. The Firm shall be bound to accept all supply orders up to **30.06.2018**.

**D. Quantity**

1. This Agreement is concluded with the Firm on 100% demand basis, where by, the Firm shall be bound to supply the quantity ordered by the UAF.
2. The Firm shall maintain sufficient stock of goods to meet the demand of UAF.

**E. Packing**

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

**F. Delivery**

**1. Period:**

- a. Normal Supply: Within 10 days from the date of issuance of first supply order and subsequent supply within 07 days and 20 days in case of printing material.
- b. Emergent Supply: Within three days.

**2. Place: Directorate of Procurement & Inventory Control (DPIC), UAF.**

**3. Late Delivery: Director (P&IC) may, impose liquidated damages in case of late delivery installation/commissioning except due to Force Majeure, @0.67% of the value of goods delivered/installed/commissioned 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 goods delivered/installed/commissioned late.**

**Payment**

**1. Prerequisites:**

- a. Provision of satisfactory Inspection Certificate as per clause I.
- b. Deduction of Income Tax or production of an Exemption Certificate by the Firm from Income Tax Commissioner concerned
- c. Deduction of Sales Tax if applicable and simultaneously provision of prescribed Sales Tax Invoices showing the requisite amount of Sales Tax if applicable.

**2. Mode:**

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

**H. Warranty/Replacement:**

- a. Free of cost three months comprehensive on site with (parts and labor) as the case may be.

Signature  
Treasurer  
University of Agriculture  
Faisalabad





- 12/17
- b. If the goods become out of order within first three months of the delivery, the firm shall replace the whole goods (s).
- c. If the firm takes up the goods for replacement or repair, the firm shall provide the suitable backup within 72 hours. If the firm fails to do so, the replacement will be made at risk at expenses of the firm and the amount will be deducted from the performance security without notice.

**I. Inspection**

1. Inspecting Officer: A member of the Tender Committee (Computer Science department) for computer accessories and Assistant Registrar (Press) for paper(s) and other items in accordance with the samples.
2. Place: Directorate of Procurement & Inventory Control, UAF.

**J. Rejection of goods**

1. On Inspection, the Inspecting Officer may reject goods not conforming to specifications.
2. Where the good (s) 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 the rejection is justified, the good (s) shall stand rejected and shall be replaced by the Firm at its own risk and cost failing which the good (s) shall be purchased through the Directorate of Procurement & Inventory Control, University of Agriculture, Faisalabad at the cost of the Firm.

**K. Security**

1. **Performance Security:** A sum of Rs.100,000/- (Rupees One Hundred Thousand Only) have deposited by the Firm in the shape of Deposit at Call Receipt No. 0151002 date 08/12/17 as performance security.
2. **Release:** (i) performance security deposit shall be released within 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.  
3. **Forfeiture:** Performance Security may be forfeited if;  
(a) the Firm fails to execute any provision of this Agreement; and  
(b) complaints are received against the goods or in respect of any deficiency and confirmed after due inquiry by the committee comprising Prof. Dr. Abdul Wahid, Convener/Controller of Examinations, Mr. Salman Afsar Awan, Lecturer, Deptt. of Computer Sciences, Mr. Mumtaz Ali, Assistant Registrar (Press), Mr. Sarfraz Rizwan, Accounts Officer (Co-ord.) and Dr. Shahid Afzal Gill, Director (DPIC). However, the firm shall be given opportunity of being heard and of adducing evidence. The Clients would then have a right to purchase the requisite good(s) from elsewhere without any notice and at the Firm's cost.

**L. Progress Report**

1. Submission: Every 30<sup>th</sup> 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 of goods supplied to the University.

**M. Correspondence**

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

**N. Review of Rates**

The committee shall review the rates mentioned in the Agreement with the prevailing rates of the market on completion of six months. If in the opinion of the committee, the rates become considerably fall than the Agreement Rates. The firm will be bound to amend the rates accordingly, failing which the Director (DPIC) reserves the right to terminate the Agreement under clause "P".





Rupees 50

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**O. Cancellation/Suspension**

1. Complaints in respect of goods or any other violation(s) of this Agreement shall result in an inquiry by the Committee referred to in Sub-clause "3" of Clause "K". If contacting firm is held liable in the said inquiry, 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.
  - iii. Any other legal measure available.

**P. Termination for Default**

3. The Director (P&IC) 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:

- (e) if the firm has engaged in corrupt or fraudulent practices in executing the Agreement.
- (f) If the firm fails to deliver any or all of the Goods within the period(s) specified in the Agreement or within any extension thereof granted by the Director (DPIC).

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 facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice 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.

2. 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.

3. Notwithstanding, the Supplier 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 Agreement is the result of an event of Force Majeure.

4. For purposes of this clause, "Force Majeure" means an event beyond the control of the firm and not involving the firm's 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.

**Q. 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).

**R. 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, the Director (DPIC) may elect:



- (a) to have any portion completed and delivered at the Agreement terms and prices; and/or
- (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.

**R. Arbitration:**

- vii. 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 see arbitration.
- viii. If the firm intends to go for arbitration, he shall have to give 30 days notice in writing informing the Director (DPIC) 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.
- ix. 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 "P" "Termination for Default" and clause "R" "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 on the account of such proceeding unless they are subject of the dispute. The arbitration ward shall be recorded in writing.

**S. Court Jurisdiction**

Only the courts at Faisalabad shall have exclusive jurisdiction to adjudicate upon any "is" brought by either of the parties in relation to the contract.

**T. Other terms & conditions**

As per bidding documents against Tender No.150/2017.

**On behalf of the**

**University of Agriculture, Faisalabad**

**TREASURER**

**Treasurer**  
**University of Agriculture**  
**Faisalabad**

Witnesses: \_\_\_\_\_

Name: Sohail Anjum

Address: \_\_\_\_\_

**RESEARCH ASSISTANT**  
**Directorate of Procurement &**  
**Inventory Control**  
**University of Agriculture**  
**Faisalabad.**

**On behalf of the Firm**

**PROPRIETER**

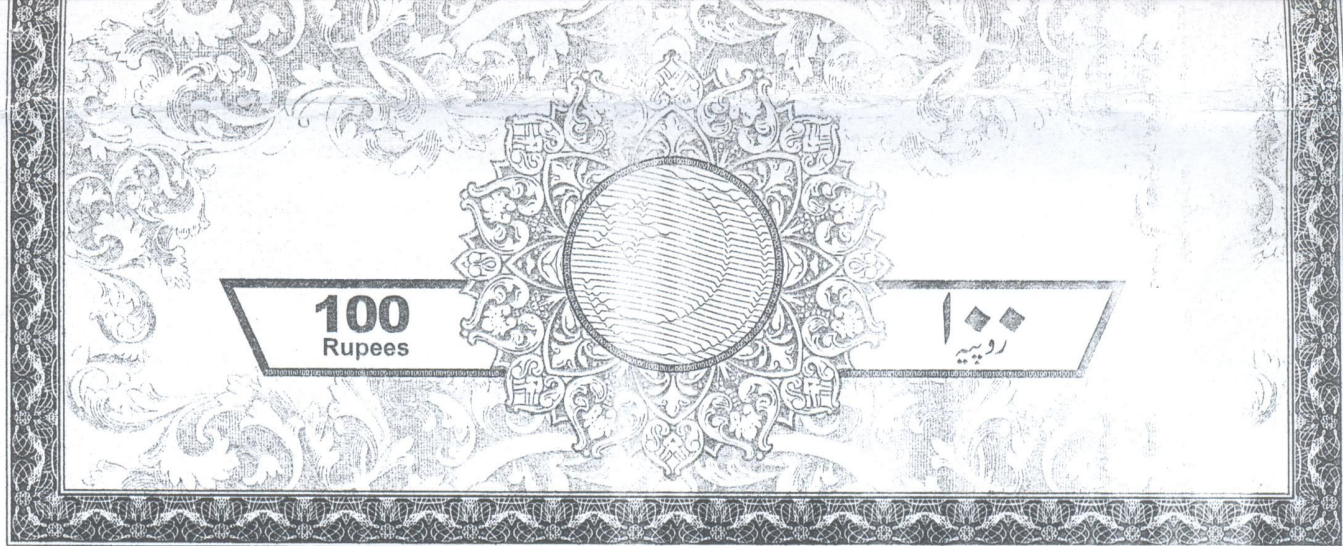
Witnesses: \_\_\_\_\_

Name: M. Tayab Memon

Address: 29 Kabir Street, Multan







## 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 JJ Brothers Enterprises, having their registered office at Building No. 142-1<sup>st</sup> Floor, Railway Road, Faisalabad under Sales Tax No.08-909999-808-37 and National Income Tax No. 1830051-7 with phone No. 0300-8662601, 041-2600601, 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 for all the Administrative & Academic Departments, Directorates/Institutes, Sub Campus (hereinafter called as the "Clients").

WHEREAS, the University of Agriculture, Faisalabad, invited bids from the firms on 05.10.2017 for the Framework Contracts for the supply of Stationery, Computer Accessories, Miscellaneous & Electric items etc., (hereinafter called the goods to the Clients for the year 2017-2018.

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 Agreement/Framework Contract shall be subject to the following:

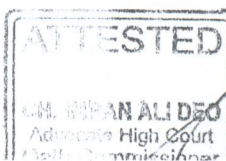
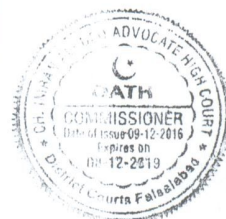
1. All relevant Laws/Rules/Regulations/Notifications/Instructions/Directions of UAF and the Government.
2. Any other Terms and Conditions imposed by the Government from time to time.

### B. Description and Rates of Goods

Sr. No.	Name of Items with specifications	Estimated quantity to be purchased	Rate Inclusive GST in Pak. Rupees
1	Paper 23x36 offset, white 80 gsm, 500 sheet, IK brand	1600 Ream (Each of 500 sheet)	Rs.3496/-Ream
2	Harpic original power plus (all in 1) 1- litre packing	400 Btl.	Rs.285/-Btl.
3	Zoop Paper Towel (Rose Petal), 2 ply Extra Absorbent	200 Roll (Each of 2 No.)	Rs.117/-Roll
4	Towel cut pieces (Rough towel) L/M, fine quality	1000 kg	Rs.164/-Kg
5	Max Powder 450 gm	2000 Pkt.	Rs.66/-Pkt.
6	Wiper with doori wooden fine quality	600 No.	Rs.210/-Each
7	Glass for Water, Toyo 275 ml, Petal TT 014 280 ml Petal Fine TT 037 290 ml	200 D (Each of 12 No.)	Rs.449/-Dozen
8	Jug for Water Luminarc/Toyonasic/Ocean	100 No.	Rs.223/-Each
9	Energy Sever 32 watts Oppl (pin/screw type)	2000 No.	Rs.286/-Each
10	LED 3.5 watts Oppl bulb daylight LED 07 watts Oppl bulb daylight LED 09 watts Oppl bulb daylight LED 12 watts Oppl bulb daylight LED 14 watts Oppl bulb daylight LED 18 watts Oppl bulb daylight	1000 No.	Rs.173/-E Rs.216/-E Rs.239/-E Rs.279/-E Rs.329/-E Rs.499/-E
11	T8 Batten 16 watts day/light Oppl	400 No.	Rs.835/-Each
12	T8 Batten 08 watts day/light Oppl Or equivalent	300 No.	Rs. 642/- E
13	Choke 36/40 watts Pak Light	200 No.	Rs.419/-Each
14	Choke 18/20 watts Pak Light	200 No.	Rs.419/-Each
15	Tube Patti Pak Light	100 No.	Rs.234/-Each

### C. Duration

1. The Framework Contract shall commence from date of approval of the competent authority.
2. The Framework Contract shall remain in force till 30.06.2018.
3. The Firm shall be bound to accept all supply orders up to 30.06.2018.



Treasurer  
University of Agriculture  
Faisalabad





**D. Quantity**

1. This Agreement is concluded with the Firm on 100% demand basis, where by, the Firm shall be bound to supply the quantity ordered by the UAF.
2. The Firm shall maintain sufficient stock of goods to meet the demand of UAF.

**E. Packing**

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

**F. Delivery**

**1. Period:**

- a. Normal Supply: Within 10 days from the date of issuance of first supply order and subsequent supply within 07 days and 20 days in case of printing material.
- b. Emergent Supply: Within three days.

**Place:** Directorate of Procurement & Inventory Control (DPIC), UAF.

2. **Late Delivery:** Director (P&IC) may, impose liquidated damages in case of late delivery/installation/commissioning except due to Force Majeure, @0.67% of the value of goods delivered/installed/commissioned 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 goods delivered/installed/commissioned late.
- 3.

**G. Payment**

**1. Prerequisites:**

- a. Provision of satisfactory Inspection Certificate as per clause I.
- b. Deduction of Income Tax or production of an Exemption Certificate by the Firm from Income Tax Commissioner concerned
- c. Deduction of Sales Tax if applicable and simultaneously provision of prescribed Sales Tax Invoice showing the requisite amount of Sales Tax if applicable.

**2. Mode:**

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

**H. Warranty/Replacement:**

- a. Free of cost three months comprehensive on site with (parts and labor) as the case may be.
- b. If the goods become out of order within first three months of the delivery, the firm shall replace the whole goods (s).
- c. If the firm takes up the goods for replacement or repair, the firm shall provide the suitable backup within 72 hours. If the firm fails to do so, the replacement will be made at risk at expenses of the firm and the amount will be deducted from the performance security without notice.

**I. Inspection**

1. Inspecting Officer: A member of the Tender Committee (Computer Science department) for computer accessories and Assistant Registrar (Press) for paper(s) and other items in accordance with the samples.
2. Place: Directorate of Procurement & Inventory Control, UAF.

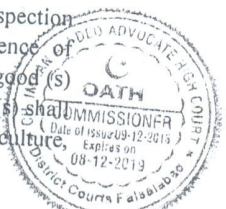
**J. Rejection of goods**

1. On Inspection, the Inspecting Officer may reject goods not conforming to specifications.
2. Where the good (s) 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 the rejection is justified, the good (s) shall stand rejected and shall be replaced by the Firm at its own risk and cost failing which the good (s) shall be purchased through the Directorate of Procurement & Inventory Control, University of Agriculture, Faisalabad at the cost of the Firm.

**Security**

1. **Performance Security:** A sum of Rs.100,000/- (Rupees One Hundred Thousand Only) have deposited by the Firm in the shape of Deposit at Call Receipt No.0000034653(BOP) date 05-12-17 as performance security.

2. **Release:** (i) performance security deposit shall be released within 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;

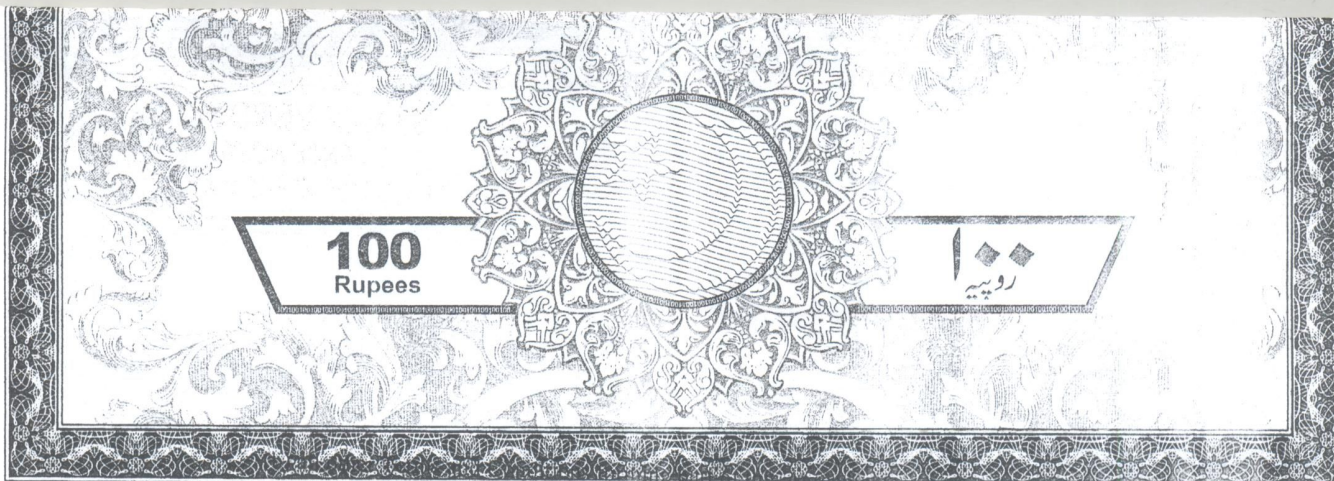


**ATTESTED**

MR. IMRAN ALI DEO  
Advocate High Court  
Oath Commissioner

Treasurer  
University of Agriculture  
Faisalabad





3. Forfeiture: Performance Security may be forfeited if;
- (a) the Firm fails to execute any provision of this Agreement; and
  - (b) complaints are received against the goods or in respect of any deficiency and confirmed after due inquiry by the committee comprising Prof. Dr. Abdul Wahid, Convener/Controller of Examinations, Mr. Salman Afsar Awan, Lecturer, Deptt. of Computer Sciences, Mr. Mumtaz Ali, Assistant Registrar (Press), Mr. Sarfraz Rizwan, Accounts Officer (Co-ord.) and Dr. Shahid Afzal Gill, Director (DPIC). However, the firm shall be given opportunity of being heard and of adducing evidence. The Clients would then have a right to purchase the requisite good(s) from elsewhere without any notice and at the Firm's cost.

**L. Progress Report**

1. Submission: Every 30<sup>th</sup> 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 of goods supplied to the University.

**M. Correspondence**

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

**N. Review of Rates**

The committee shall review the rates mentioned in the Agreement with the prevailing rates of the market on completion of six months. If in the opinion of the committee, the rates become considerably fall than the Agreement Rates. The firm will be bound to amend the rates accordingly, failing which the Director (DPIC) reserves the right to terminate the Agreement under clause "P".

**O. Cancellation/Suspension**

1. Complaints in respect of goods or any other violation(s) of this Agreement shall result in an inquiry by the Committee referred to in Sub-clause "3" of Clause "K". If contacting firm is held liable in the said inquiry, 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.
  - iii. Any other legal measure available.

**P. Termination for Default**

1. The Director (P&IC) 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.
- (b) If the firm fails to deliver any or all of the Goods within the period(s) specified in the Agreement or within any extension thereof granted by the Director (DPIC).

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 facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice 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.

In the event of termination of the Agreement in whole or in part, the Director (P&IC) may procure, upon such terms and in such manner as it deems appropriate, the 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.

Notwithstanding, the Supplier 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 Agreement is the result of Force Majeure.

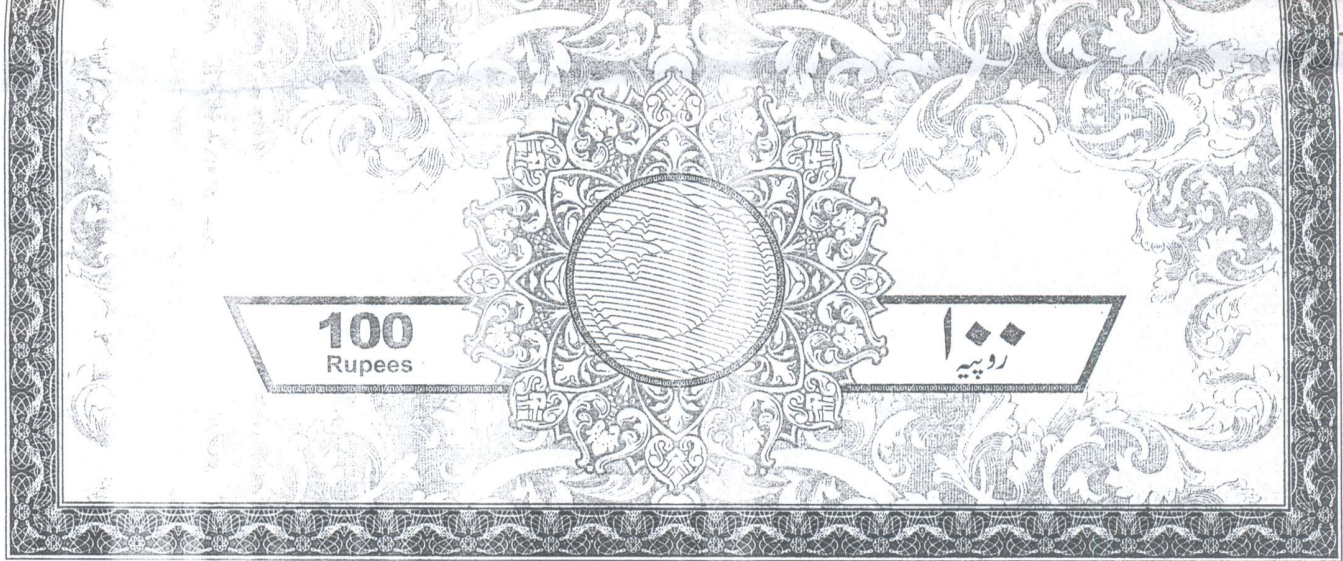
For purposes of this clause, "Force Majeure"



Treasurer  
University of Agriculture  
Faisalabad







means an event beyond the control of the firm and not involving the firm's 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.

**Q. 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).

**R. 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, the Director (DPIC) may elect:

- (a) to have any portion completed and delivered at the Agreement terms and prices; and/or
- (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.

**R. 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 see arbitration.
- ii. If the firm intends to go for arbitration, he shall have to give 30 days notice in writing informing the Director (DPIC) 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.
- 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 "P" "Termination for Default" and clause "R" "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 on the account of such proceeding unless they are subject of the dispute. The arbitration ward shall be recorded in writing.

**Court Jurisdiction**

Only the courts at Faisalabad shall have exclusive jurisdiction to adjudicate upon any "lis" brought by either of the parties in relation to the contract.

**Other terms & conditions**

As per bidding documents against Tender No.150/2017.

On behalf of the University of Agriculture, Faisalabad

TREASURER

Treasurer

University of Agriculture

Witnesses:

Name:

Address:

RESEARCH ASSISTANT

On behalf of the Firm

PROPRIETER

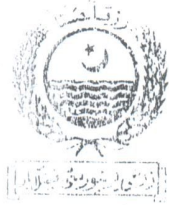
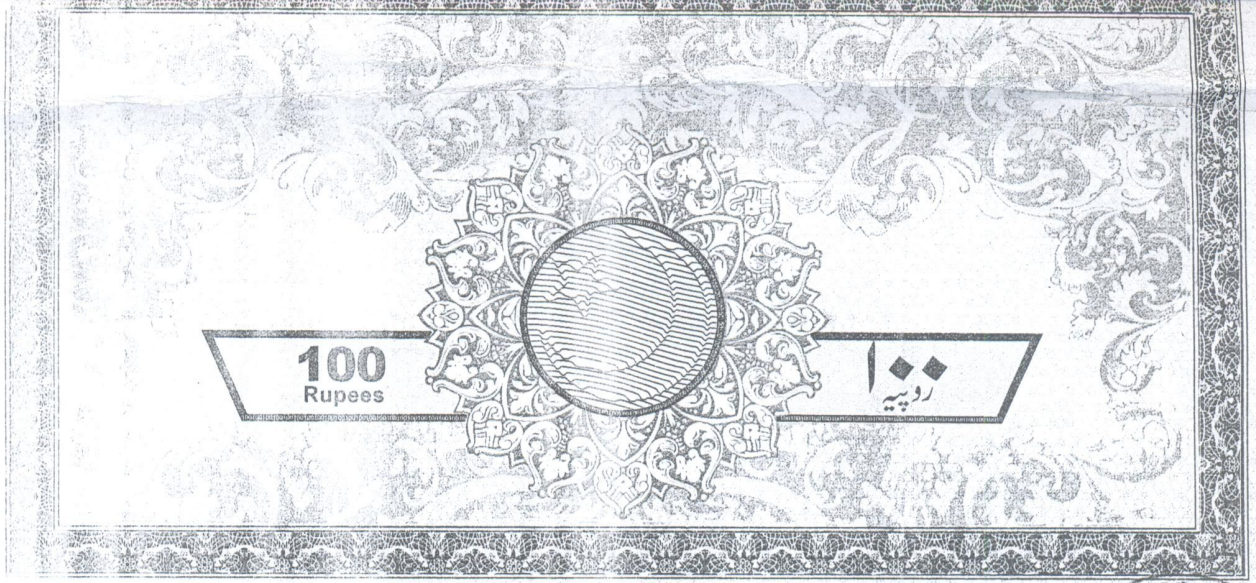
Witnesses:

Name:

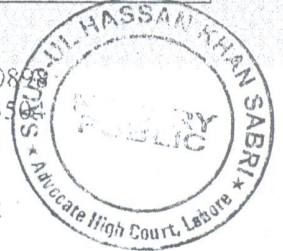
Address:







Phone #.041-9200899  
041-9200161 Ext.3503/3504  
Website: [www.uaf.edu.pk](http://www.uaf.edu.pk)  
E-Mail: [dpic@uaf.edu.pk](mailto:dpic@uaf.edu.pk)  
[store\\_officer@uaf.edu.pk](mailto:store_officer@uaf.edu.pk)



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

No. DPIC/150/2017/ 964  
Dated: 8-3-18

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 Shalimar Stationers, having their registered office at Kabir Street, Urdu Bazar, Lahore, under Sales Tax No. 03-09-4800-014-37 and National Income Tax No. 1557902-0 with phone No. 0302-8661218, 042-7122725 and Fax No. \_\_\_\_\_, 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 for all the Administrative & Academic Departments, Directorates/Institutes, Sub Campus (hereinafter called as the "Clients").

WHEREAS, the University of Agriculture, Faisalabad, invited bids from the firms on 05.10.2017 for the Framework Contracts for the supply of Stationery, Computer Accessories, Miscellaneous & Electric items etc.,

(hereinafter called the goods to the Clients for the year 2017-2018.

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

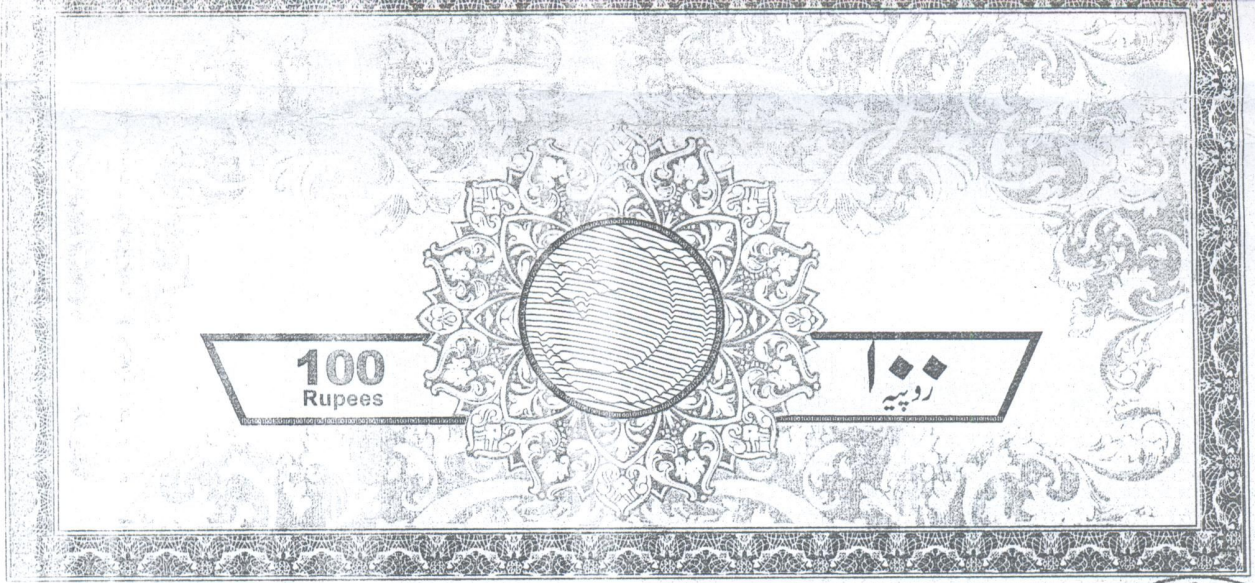
This Agreement/Framework Contract shall be subject to the following:

**ATTESTED**

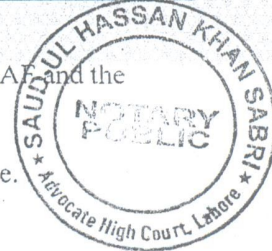
FAUZ-UL-HASSAN KHAN SABRI  
NOTARY PUBLIC  
Advocate High Court, Lahore

**SHALIMAR STATIONERS**  
Kabir Street Urdu Bazar, Lahore  
Phone: 7122725, 0302-8661218





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.



**Description and Rates of Goods**

Sr. #	Name of Items with specifications	Estimated Quantity	Rates in Pak. Rupees including GST
1	Attendance Register for Staff printed 50 leaf	600 No.	Rs.87/-E
2	Attendance Register for Students printed 50 leaf	1000 No.	Rs.87/-E
3	Binding Tape 2" (L) 10 Yard Sensa/Deer/Opal	600 No.	Rs.83.80 E
4	Continuous Computer Paper 9x11 60gm double ply Golden Form Imported	60 Box (Each of 1000 sheet)	Rs.1244/-E
5	Damper Plastic (Water damper)	200 No.	Rs.19.90 E
6	Envelop craft 14"x18" Fine quality	8000 No.	Rs.5.45 E
7	Envelop craft 13"x16" fine quality	8000 No.	Rs. 6.45 E
8	File Cover Plastic Legal size (Assignment File)	200 No.	Rs.23.90 E
9	Led Pencil Red fine quality	10 Pkt. (Each of 12 No.)	Rs. 90/- D
10	Marker white snowman (paint marker)	48 No.	Rs.119/-E
11	Paper 17"x27" high finished 68 gm. 500 sheet Flying	400 Ream (Each of 500 sheet)	Rs.1174/-R/Pkt.
12	Peon Book printed 9"x5.5" 100 L	800 No.	Rs.57/-E
13	Pen Holder China Superior Bahadur/Dux	400 No.	Rs.43/-E
14	Short hand Note Book	400 No.	Rs.39/-E
15	Sharpener Steel Dux	2000 No.	Rs:6/-E
16	Tag Large 36"size	300 Bdl.	Rs.33/-Bdl.
17	DVD ( RW ) 4.7 GB Sony/Maxell	1000 No.	Rs.93/-E
18	DVD ( R ) 4.7 GB Sony/Maxell	1000 No.	Rs.77/-E
19	CD (RW) 700 MB Sony/Maxell	800 No.	Rs.87/-E
20	Flash Ram 8 GB Kingston 3.0	300 No.	Rs.519/-E
21	Flash Ram 16 GB Kingston 3.0	300 No.	Rs.844/-E
22	Ribbon Mx-80/LQ-300	20 No.	Rs.119/-E
23	Energy Sever 12 watts Oppl	1000 No.	Rs.265/-E
24	Shoe 3 pin 15-30 Amp. KM	100 No.	Rs.75/-E
25	Tube Rod 36 w Oppl	1500 No.	Rs.124/-E
26	Tube Rod 18 w Oppl	800 No.	Rs.110/-E

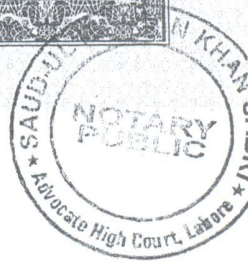
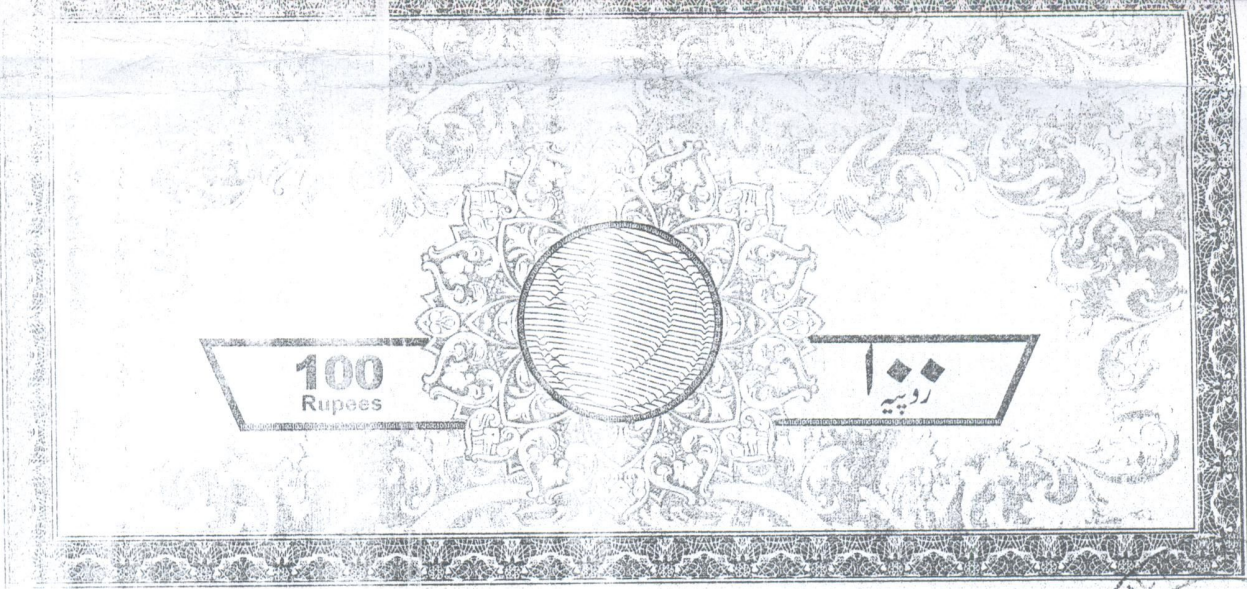
**SHALIMAR STATIONERS**  
Kabir Street, Urdu Bazar, Lahore  
Phone: 7122725, 0302-8661218

**Duration**

1. The Framework Contract shall commence from date of approval of the competent authority.

**ATTESTED**  
SAUDUL HASSAN KHAN SABRI  
NOTARY PUBLIC  
Advocate High Court, Lahore





2. The Framework Contract shall remain in force till 30.06.2018.
3. The Firm shall be bound to accept all supply orders up to 30.06.2018.

**D. Quantity**

1. This Agreement is concluded with the Firm on 100% demand basis, where by, the Firm shall be bound to supply the quantity ordered by the UAF, *as per approved samples phase wise estimated*
2. The Firm shall maintain sufficient stock of goods to meet the demand of UAFs *per list attached*

**E. Packing**

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

**F. Delivery**

**1. Period:**

- a. Normal Supply: Within 10 days from the date of issuance of first supply order and subsequent supply within 07 days and 20 days in case of printing material.
- b. Emergent Supply: Within three days.

**2. Place: Directorate of Procurement & Inventory Control (DPIC), UAF.**

**3. Late Delivery: Director (P&IC) may, impose liquidated damages in case of late delivery installation/commissioning except due to Force Majeure, @0.67% of the value of goods delivered/installed/commissioned 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 goods delivered/installed/commissioned late.**

**G. Payment**

**1. Prerequisites:**

- a. Provision of satisfactory Inspection Certificate as per clause 1.
- b. Deduction of Income Tax or production of an Exemption Certificate by the Firm from Income Tax Commissioner concerned

**SHALIMAR STATIONERS**  
Kabir Street Urdu Bazar Lahore  
Phone: 7777777, 9992-8661218

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Advocate High Court, Lahore



Handwritten notes and signatures at the top of the page, including the date 2/1/18 and the number 1042.

- c. Deduction of Sales Tax if applicable and simultaneously provision of prescribed Sales Tax Invoices showing the requisite amount of Sales Tax if applicable.

2. **Mode:**

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

**H. Warranty/Replacement:**

- a. Free of cost three months comprehensive on site with (parts and labor) as the case may be.
- b. If the goods become out of order within first three months of the delivery, the firm shall replace the whole goods (s).
- c. If the firm takes up the goods for replacement or repair, the firm shall provide the suitable backup within 72 hours. If the firm fails to do so, the replacement will be made at risk at expenses of the firm and the amount will be deducted from the performance security without notice.

**I. Inspection**

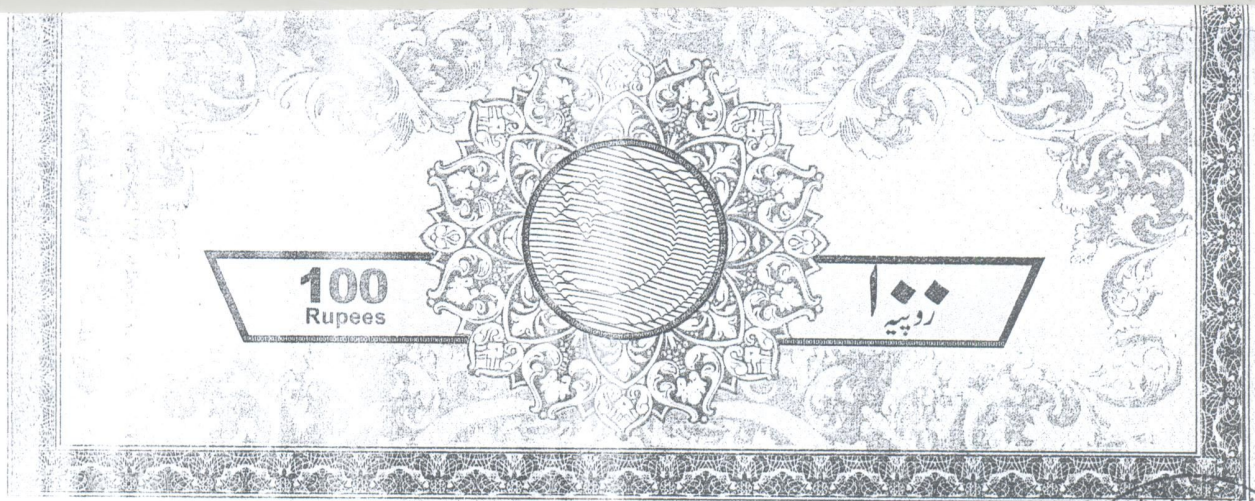
1. Inspecting Officer: A member of the Tender Committee (Computer Science department) for computer accessories and Assistant Registrar (Press) for paper(s) and other items in accordance with the samples.
2. Place: Directorate of Procurement & Inventory Control, UAF.

**J. Rejection of goods**

1. On Inspection, the Inspecting Officer may reject goods not conforming to specifications.
2. Where the good (s) 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 the rejection is justified, the good (s) shall stand rejected and shall be replaced by the Firm at its own risk and cost failing which the good (s) shall be purchased through the Directorate of Procurement & Inventory Control, University of Agriculture, Faisalabad at the cost of the Firm.

**K. Security**





1. **Performance Security:** A sum of Rs.100,000/- (Rupees One Hundred Thousand Only) have deposited by the Firm in the shape of Deposit at Call Receipt No. 00455458 Rs. 50,000/- date 2/1/18 as performance security.

2. **Release:** (i) performance security deposit shall be released within 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.

3. **Forfeiture:** Performance Security may be forfeited if;

(a) the Firm fails to execute any provision of this Agreement; and

(b) complaints are received against the goods or in respect of any deficiency and confirmed after due inquiry by the committee comprising Prof. Dr. Abdul Wahid, Convener/Controller of Examinations, Mr. Salman Afsar Awan, Lecturer, Deptt. of Computer Sciences, Mr. Mumtaz Ali, Assistant Registrar (Press), Mr. Sarfraz Rizwan, Accounts Officer (Co-ord.) and Dr. Shahid Afzal Gill, Director (DPIC). However, the firm shall be given opportunity of being heard and of adducing evidence. The Clients would then have a right to purchase the requisite good(s) from elsewhere without any notice and at the Firm's cost.

**SHALIMAT STATION**  
Kabir Street Urdu Bazar Lahore  
Phone: 7122725, 0302-8661218

#### I. Progress Report

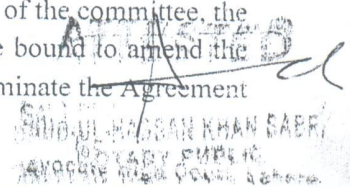
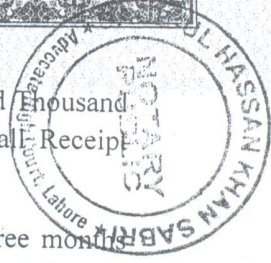
1. **Submission:** Every 30<sup>th</sup> days or as desired by the Directorate of Procurement & Inventory Control.
2. **Contents:** (a) date of purchase order(s); (b) date of delivery; (c) payment(s) received; (d) rates and quantities of goods supplied to the University.

#### M. Correspondence

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

#### N. Review of Rates

The committee shall review the rates mentioned in the Agreement with the prevailing rates of the market on completion of six months. If in the opinion of the committee, the rates become considerably fall than the Agreement Rates. The firm will be bound to amend the rates accordingly, failing which the Director (DPIC) reserves the right to terminate the Agreement under clause "P".





**O. Cancellation/Suspension**

1. Complaints in respect of goods or any other violation(s) of this Agreement shall result in an inquiry by the Committee referred to in Sub-clause "3" of Clause "K". If contacting firm is held liable in the said inquiry, 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.
  - iii. Any other legal measure available.

**P. Termination for Default**

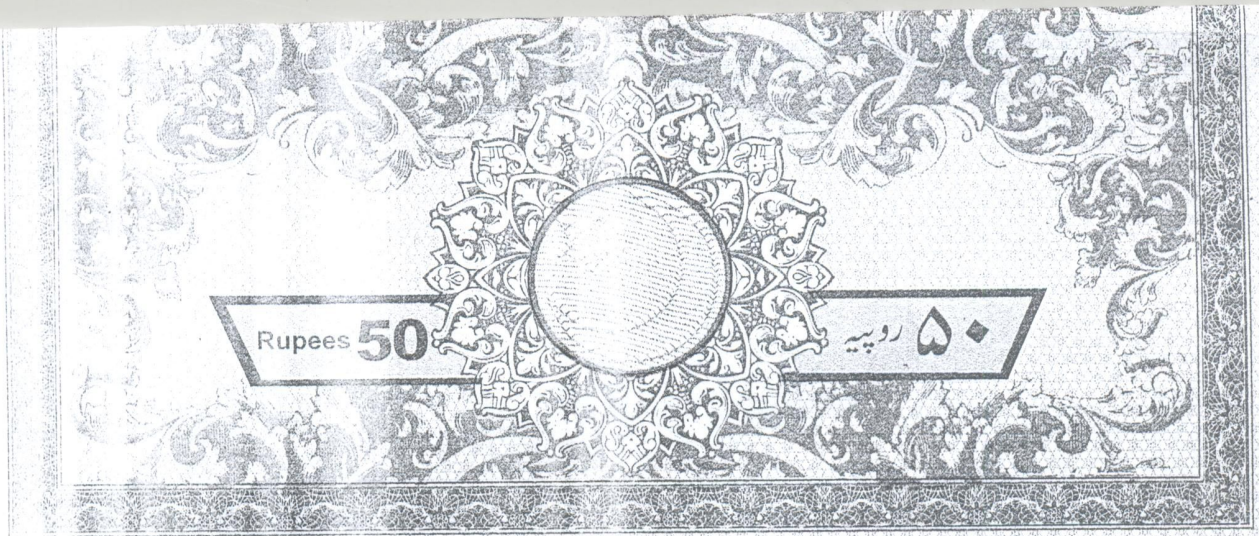
4. The Director (P&IC) without prejudice to any other remedy for breach of Agreement, by written notice of default sent to the firm, may terminate this Agreement in whole or in part:
- (g) if the firm has engaged in corrupt or fraudulent practices in executing the Agreement.
  - (h) If the firm fails to deliver any or all of the Goods within the period(s) specified in the Agreement or within any extension thereof granted by the Director (DPIC).

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 facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice 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.

2. In the event of termination of the Agreement in whole or in part,
- the Director (P&IC) 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.

3. Notwithstanding, the Supplier 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 Agreement is the result of an event of Force Majeure.

4. For purposes of this clause, "Force Majeure"

means an event beyond the control of the firm and not involving the firm's 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.

**Q. 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).

**R. 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, the Director (DPIC) may elect:

- (a) to have any portion completed and delivered at the Agreement terms and prices; and/or
- (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.

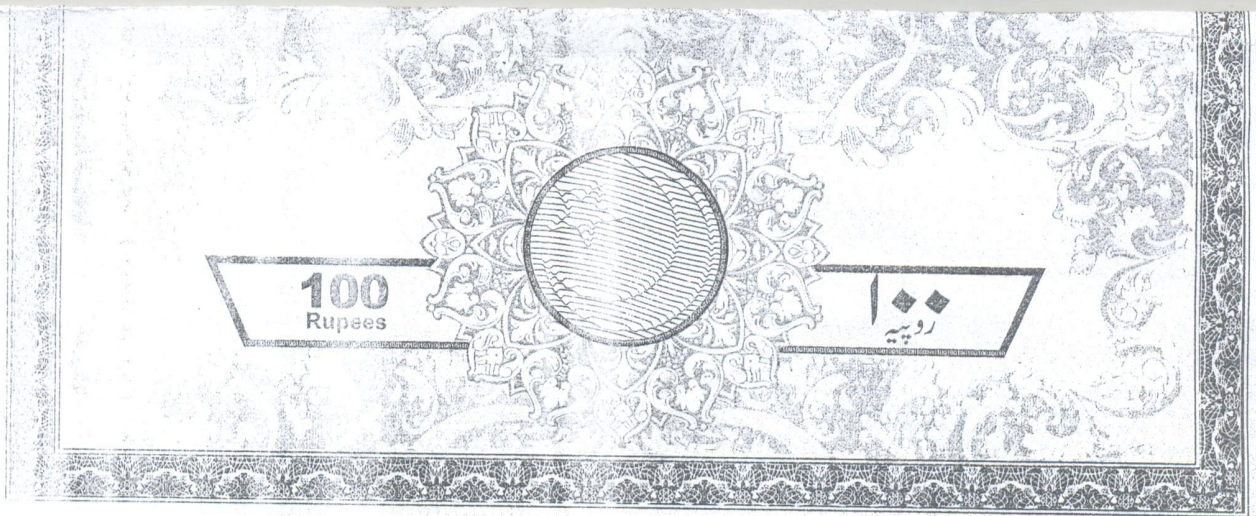
**SHALIMAR STATION**  
Kabir Street Urdu Bazar Lahore.  
Phone: 7122725, 0302-8661218



**ATTESTED**

**SAUD-UL-HASSAN KHAN SABRI**  
OATH COMMISSIONER  
Advocate High Court, Lahore





**K. Arbitration:**

- x. 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 see arbitration.
- xi. If the firm intends to go for arbitration, he shall have to give 30 days notice in writing informing the Director (DPIC) 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.
- xii. 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 "P" "**Termination for Default**" and clause "R" "**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 on the account of such proceeding unless they are subject of the dispute. The arbitration ward shall be recorded in writing.

**S. Court Jurisdiction:**

Only the courts at Faisalabad shall have exclusive jurisdiction to adjudicate upon any "lis" brought by either of the parties in relation to the contract.

**T. Other terms & conditions**

As per bidding documents against Tender No.150/2017.

On behalf of the

University of Agriculture, Faisalabad

TREASURER

Witnesses:

Name: Sohail Ahmad  
Research Assistant  
Address: Directorate of Procurement & Inventory Control  
Univ. of Agri. Faisalabad.

On behalf of the Firm

SHALIMAR STATIONERS  
Kabir Street Urdu Bazar Lahore.  
Phone 7122725.0302-8661218

PROPRIETOR

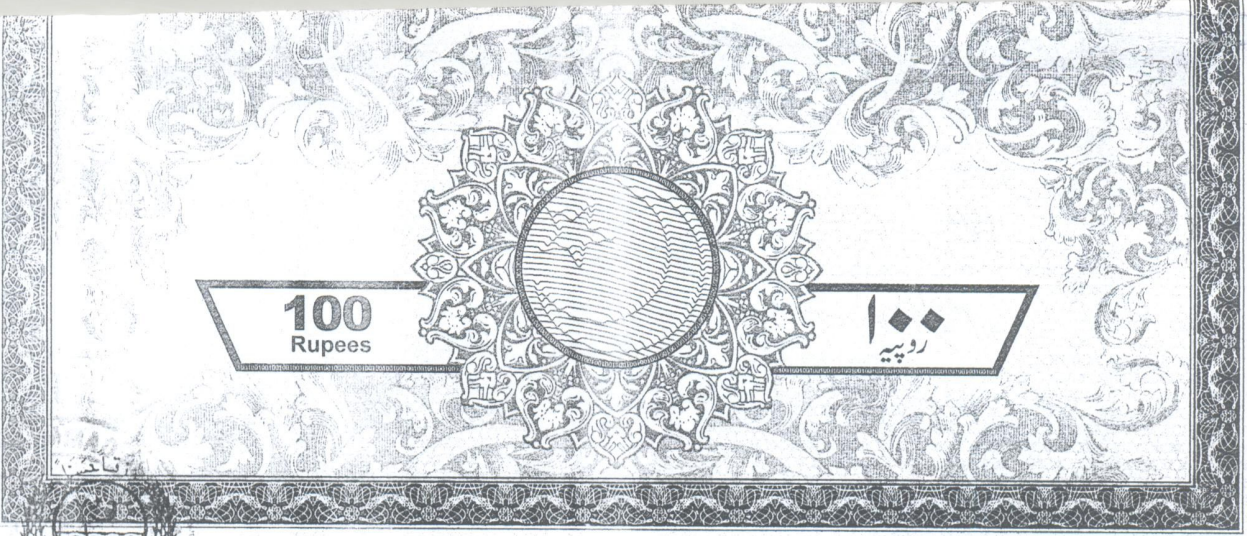
Witnesses:

Name: M. Azam  
Address: HOUSE No. 3809  
MIANSOKRABAD  
FAISAL ABAD



SAUD-UL-HASSAN KHAN SABRI  
OATH COMMISSIONER  
Advocate High Court Lahore





Website: [www.uaf.edu.pk](http://www.uaf.edu.pk)  
E-Mail: [dpic@uaf.edu.pk](mailto:dpic@uaf.edu.pk)

Phone #.041-9200898  
041-9200161 Ext.3503/3504

store\_officer@uaf.edu.pk

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

No.DPIC/150/2017/ 8523  
Dated: 22/2/17

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 N.M. Impex (Pvt.) Ltd., having their registered office at 11-B, Attaturk Block, New Garden Town, Lahore, under Sales Tax No.0300360017119 and National Income Tax No. 3600171-6 with phone No.042-35911796, 35911798 and Fax No. \_\_\_\_\_, 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 for all the Administrative & Academic Departments, Directorates/Institutes, Sub Campus (hereinafter called as the "Clients").

WHEREAS, the University of Agriculture, Faisalabad, invited bids from the firms on 05.10.2017 for the Framework Contracts for the supply of Stationery, Computer Accessories, Miscellaneous & Electric items etc.,

(hereinafter called the goods to the Clients for the year 2017-2018.

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:

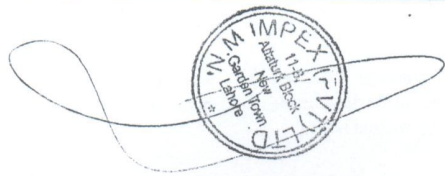
A. General

This 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.

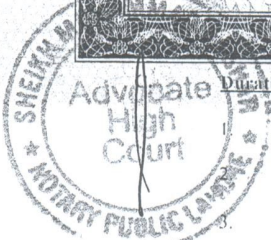
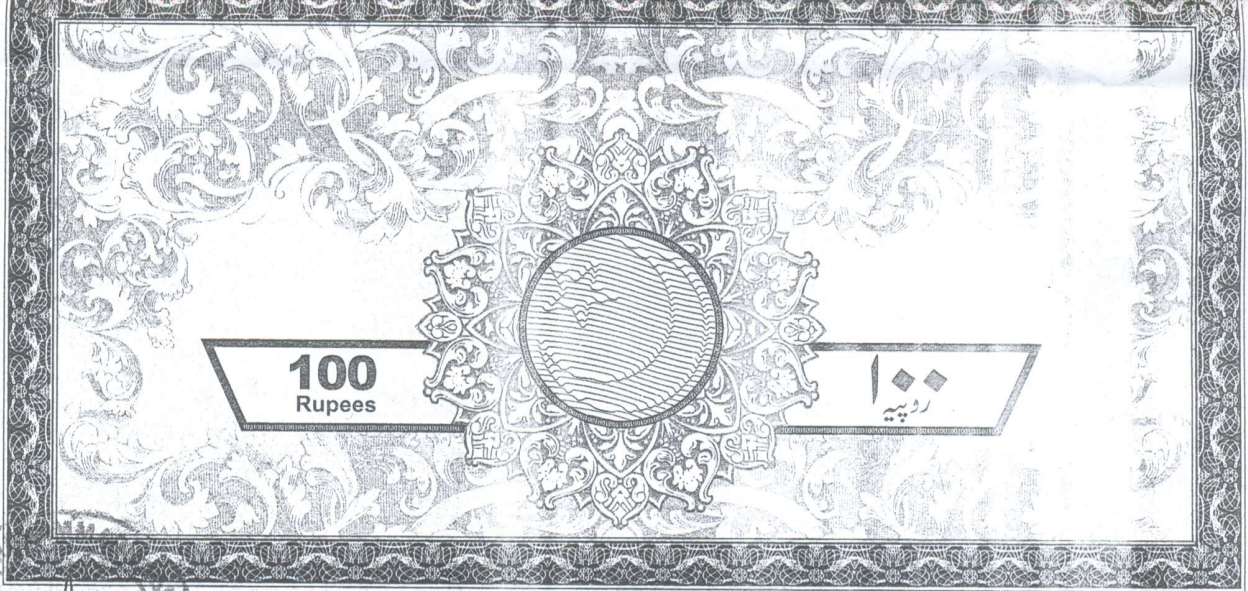
B. Description and Rates of Goods

No.	Name of Items with specifications	Estimated quantity to be purchased	Rate Inclusive GST in Pak. Rupees
1	Ivory Card 22"x28" white 200 gm / 210 gm	80 Pkt.	Rs.1468.86 Pkt. of 100 sheets
2	Paper IK Tru Tone 70 gm F4 (Legal) size, 500 sheet	10000 Ream (Each of 500 sheet)	Rs.397/-R
3	Paper IK Tru Tone 70 gm A4 size, 500 sheet	1000 Ream (Each of 500 sheet)	Rs.361.88 R



**ATTESTED**  
**Shahid Muhammad Asghar**  
**Advocate High Court**  
**NOTARY PUBLIC LAHORE**





#### Duration

The Framework Contract shall commence from date of approval of the competent authority.

The Framework Contract shall remain in force till 30.06.2018.

The Firm shall be bound to accept all supply orders up to 30.06.2018.

#### D. Quantity

1. This Agreement is concluded with the Firm on 100% demand basis, where by, the Firm shall be bound to supply the quantity ordered by the UAF.
2. The Firm shall maintain sufficient stock of goods to meet the demand of UAF.

#### E. Packing

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

#### F. Delivery

##### I. Period:

- a. Normal Supply: Within 10 days from the date of issuance of first supply order and subsequent supply within 07 days and 20 days in case of printing material.
- b. Emergent Supply: Within three days.

##### II. Place: Directorate of Procurement & Inventory Control (DPIC), UAF.

3. Late Delivery: Director (P&IC) may, impose liquidated damages in case of late delivery/installation/commissioning except due to Force Majeure, @0.67% of the value of goods delivered/installed/commissioned 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 goods delivered/installed/commissioned late.

#### G. Payment

##### I. Prerequisites:

- a. Provision of satisfactory Inspection Certificate as per clause I.
- b. Deduction of Income Tax or production of an Exemption Certificate by the Firm from Income Tax Commissioner concerned
- c. Deduction of Sales Tax if applicable and simultaneously provision of prescribed Sales Tax Invoice showing the requisite amount of Sales Tax if applicable.

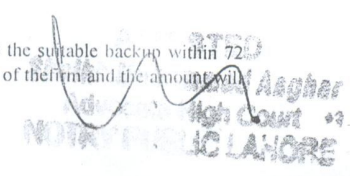
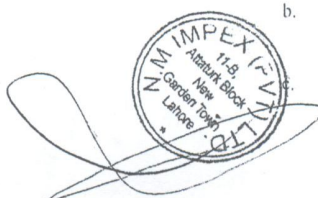
##### Mode:

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

##### II. Warranty/Replacement:

- a. Free of cost three months comprehensive on site with (parts and labor) as the case may be.
- b. If the goods become out of order within first three months of the delivery, the firm shall replace the whole goods (s).

If the firm takes up the goods for replacement or repair, the firm shall provide the suitable backup within 72 hours. If the firm fails to do so, the replacement will be made at risk at expenses of the firm and the amount will be deducted from the performance security without notice.







Inspection

1. Inspecting Officer: A member of the Tender Committee (Computer Science department) for computer accessories and Assistant Registrar (Press) for paper(s) and other items in accordance with the samples.
2. Place: Directorate of Procurement & Inventory Control, UAF.

Rejection of goods

1. On Inspection, the Inspecting Officer may reject goods not conforming to specifications.
2. Where the good (s) 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 the rejection is justified, the good (s) shall stand rejected and shall be replaced by the Firm at its own risk and cost failing which the good (s) shall be purchased through the Directorate of Procurement & Inventory Control, University of Agriculture, Faisalabad at the cost of the Firm.

Security

1. Performance Security: A sum of Rs.100,000/- (Rupees One Hundred Thousand Only) have deposited by the Firm in the shape of Deposit at Call Receipt No. 03571141 date 12/12/17 as performance security.
2. Release: (i) performance security deposit shall be released within 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.
3. Forfeiture: Performance Security may be forfeited if;  
(a) the Firm fails to execute any provision of this Agreement; and  
(b) complaints are received against the goods or in respect of any deficiency and confirmed after due inquiry by the committee comprising Prof. Dr. Abdul Wahid, Convener/Controller of Examinations, Mr. Salman Afsar Awan, Lecturer, Deptt. of Computer Sciences, Mr. Mumtaz Ali, Assistant Registrar (Press), Mr. Sarfraz Rizwan, Accounts Officer (Co-ord.) and Dr. Shahid Afzal Gill, Director (DPIC). However, the firm shall be given opportunity of being heard and of adducing evidence. The Clients would then have a right to purchase the requisite good(s) from elsewhere without any notice and at the Firm's cost.

Progress Report

1. Submission: Every 30<sup>th</sup> 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 of goods supplied to the University.

Correspondence

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

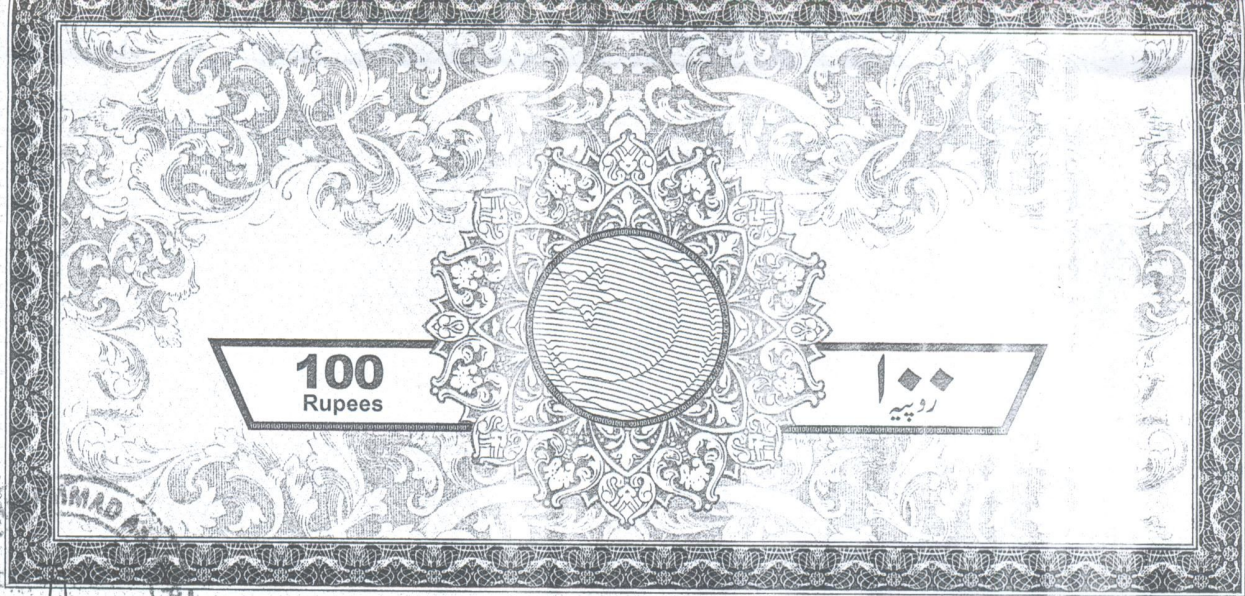
Review of Rates

The committee shall review the rates mentioned in the Agreement with the prevailing rates of the market on completion of six months. If in the opinion of the committee, the rates become considerably fall than the Agreement Rates. The firm will be bound to amend the rates accordingly. Failing which the Director (DPIC) reserves the right to terminate the Agreement under clause "P".



ATTESTED  
Sheikh Muhammad Asghar  
Advocate High Court  
NOTARY PUBLIC LAHORE





Cancellation/Suspension

Complaints in respect of goods or any other violation(s) of this Agreement shall result in an inquiry by the Committee referred to in Sub-clause "3" of Clause "K". If contacting firm is held liable in the said inquiry, 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.
  - iii. Any other legal measure available.

P. Termination for Default

1. The Director (P&IC) 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.
  - (b) If the firm fails to deliver any or all of the Goods within the period(s) specified in the Agreement or within any extension thereof granted by the Director (DPIC).

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 facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice 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.

2. In the event of termination of the Agreement in whole or in part,

the Director (P&IC) 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.
3. Notwithstanding, the Supplier 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 Agreement is the result of an event of Force Majeure.
4. For purposes of this clause, "Force Majeure"

means an event beyond the control of the firm and not involving the firm's negligence and not foreseeable. Such events may include, but are not restricted to, acts of the client in its sovereign capacity, wars or embargoes, revolutions, fires, floods, epidemics, quarantine restrictions, and freight

*Treasurer*  
*University of Agriculture*  
*Faisalabad*

Q. Termination for Insolvency

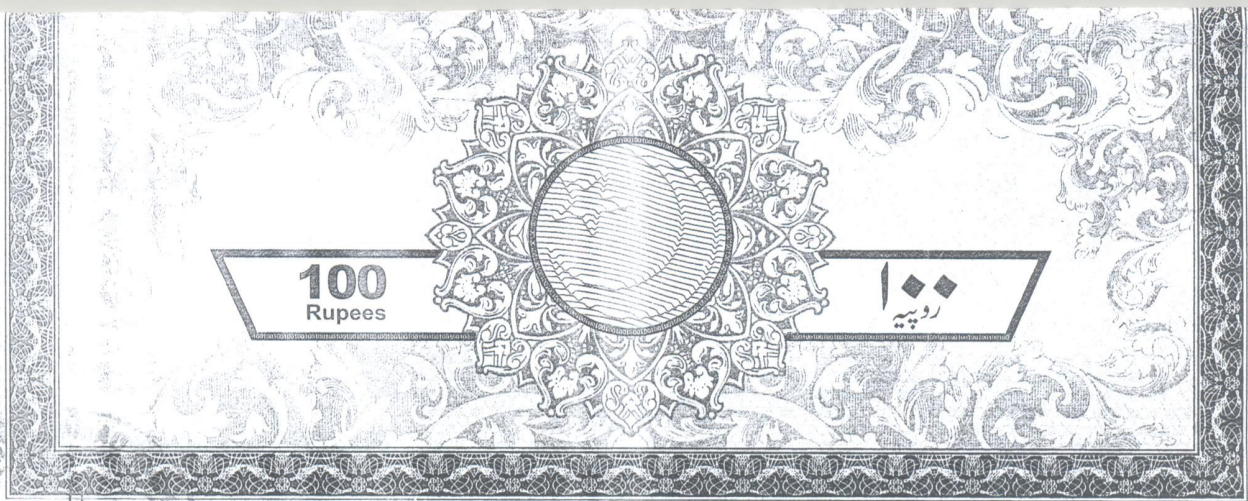
The Director (DPIC) may at any time terminate the Agreement by giving written notice to the firm if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the firm, provided that such termination will not prejudice or affect any right of action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

R. Termination for Convenience



TESTED  
Hammad Asghar  
High Court  
PUBLIC LAYORE





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, the Director (DPIC) may elect:

- (a) to have any portion completed and delivered at the Agreement terms and prices; and/or
- (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.

R. 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 see arbitration.
- ii. If the firm intends to go for arbitration, he shall have to give 30 days notice in writing informing the Director (DPIC) 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.
- 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 "P" "Termination for Default" and clause "R" "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 on the account of such proceeding unless they are subject of the dispute. The arbitration ward shall be recorded in writing.

S. Court Jurisdiction

Only the courts at Faisalabad shall have exclusive jurisdiction to adjudicate upon any "lis" brought by either of the parties in relation to the contract.

T. Other terms & conditions

As per bidding documents against Tender No.150/2017.

On behalf of the

University of Agriculture, Faisalabad

*[Signature]*  
TREASURER  
21/12

Witnesses:

Name:

Address:

*[Signature]*  
RESEARCH ASSISTANT  
Directorate of Procurement &  
Inventory Control  
University of Agriculture  
Faisalabad.

On behalf of the Firm

*[Signature]*  
PROPRIETOR  
M. IMP. EX. DIV.  
11-B, 11-B,  
Chand Chowk,  
Lahore

Witnesses:

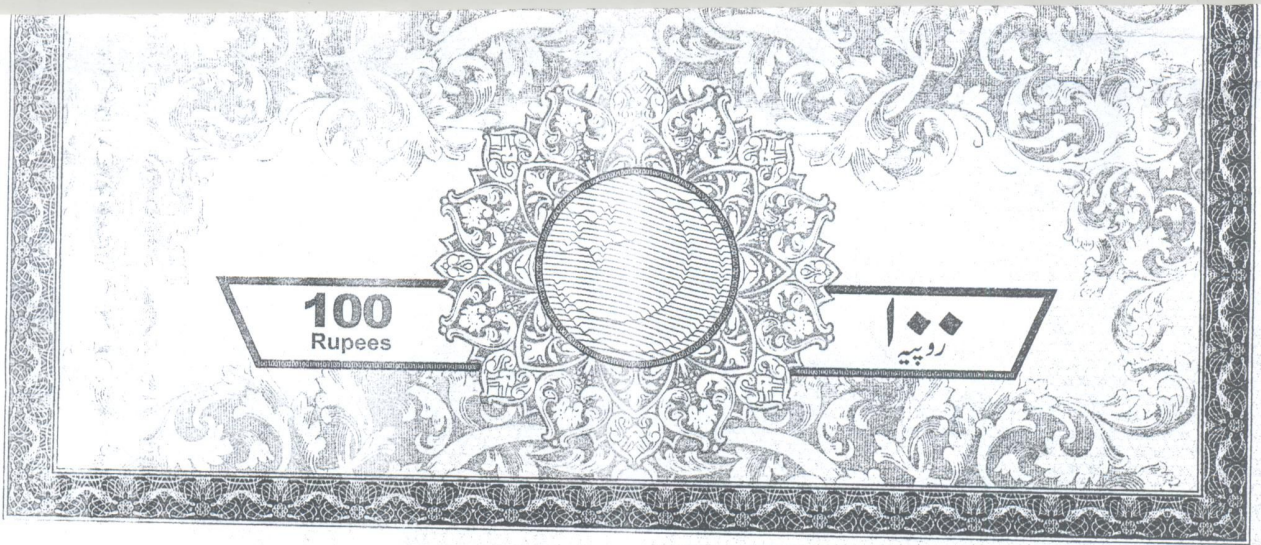
Name:

Address:

*[Signature]*  
*[Signature]*  
11-B, ATTA Chowk Block 14, G.T. Road

ATTESTED  
Sheikh Mumtaz Ali  
Advocate High Court  
NOTARY PUBLIC LAHORE





Phone #.041-9200898  
041-9200161 Ext.3503/3504  
Website: [www.uaf.edu.pk](http://www.uaf.edu.pk)  
E.Mail: [dpic@uaf.edu.pk](mailto:dpic@uaf.edu.pk)  
[store\\_officer@uaf.edu.pk](mailto:store_officer@uaf.edu.pk)

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

No.DPIC/150/2017/ 962  
Dated: 8-3-18

**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 Ahmad Enterprises, having their registered office at Ahmad Town, Main Bazar, 214 RB., Dhudiwala, Near Noor Pur, Faisalabad, under Sales Tax No. 08-01-4817-005-55 and National Income Tax No. 1292374-5 with phone No. 0300-6673959 and Fax No. \_\_\_\_\_, 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 for all the Administrative & Academic Departments, Directorates/Institutes, Sub Campus (hereinafter called as the "Clients").

WHEREAS, the University of Agriculture, Faisalabad, invited bids from the firms on **05.10.2017** for the Framework Contracts for the supply of **Stationery, Computer Accessories, Miscellaneous & Electric items etc.**

(hereinafter called the goods to the Clients for the year 2017-2018.

AND WHEREAS, bid of the Firm has been accepted.

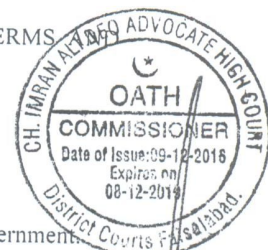
NOW, THEREFORE, THE PARTIES HAVE ENTERED INTO AN AGREEMENT ON THE TERMS CONDITIONS STATED HEREIN BELOW:

A. **General**

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

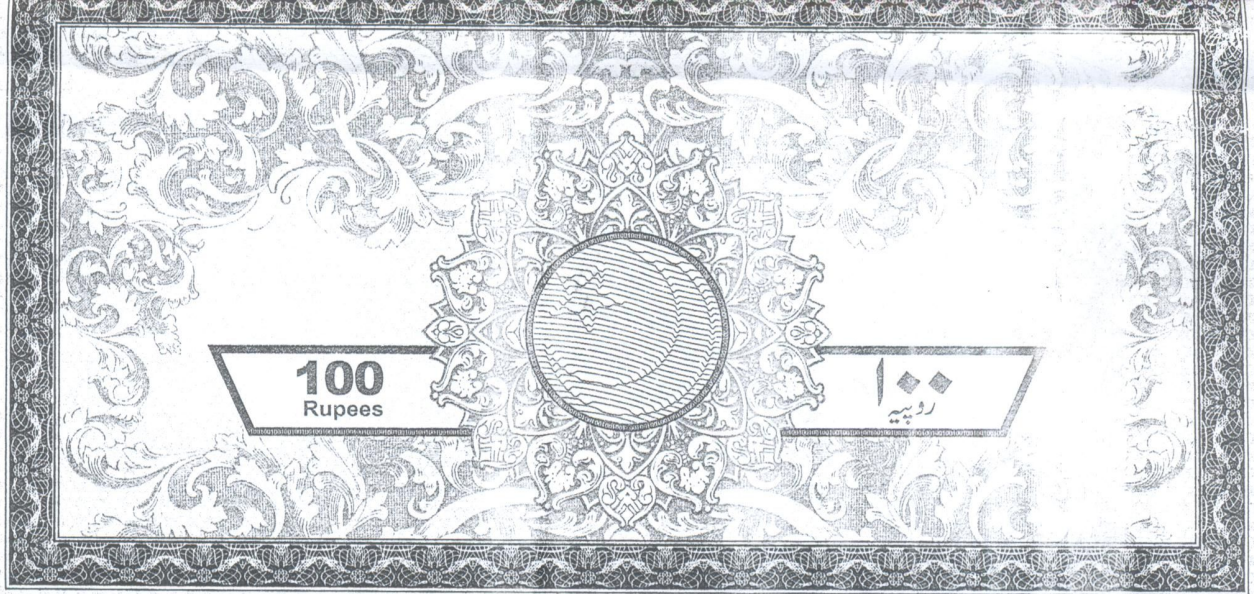
1. All relevant Laws/Rules/Regulations/Notifications/Instructions/Directions of UAF and the Government.
2. Any other Terms and Conditions imposed by the Government from time to time.

B. **Description and Rates of Goods**



CH. IMRAN AUI DEO  
ADVOCATE HIGH COURT  
**ATTESTED**  
OATH COMMISSIONER  
DISTRICT COURTS FAISALABAD.





Sr. No.	Name of Items with specifications	Estimated quantity to be purchased	Rate Inclusive GST in Pak. Rupees
1	Envelop craft 11"x15" Fine quality	25000 No.	Rs. 2.04 E
2	Envelop Cloth 10"x12" Fine quality	12000 No.	Rs. 12.74 E
3	Lead Pencil Pelikan	1200 Pkt. (Each of 12 No.)	Rs. 168.48 D

**C. Duration**

1. The Framework Contract shall commence from date of approval of the competent authority.
2. The Framework Contract shall remain in force till 30.06.2018.
3. The Firm shall be bound to accept all supply orders up to 30.06.2018.

**D. Quantity**

1. This Agreement is concluded with the Firm on 100% demand basis, where by, the Firm shall be bound to supply the quantity ordered by the UAF *as per approved samples, phase wise estimated*.
2. The Firm shall maintain sufficient stock of goods to meet the demand of UAF, *as per list attached.*

**E. Packing *For: Nair* AHMAD ENTERPRISES**

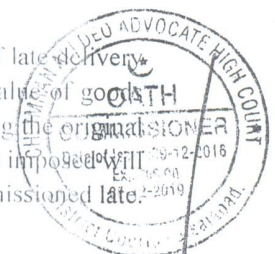
Standard packing shall be arranged by the Firm for supply of the goods to safeguard them at the Client's end.

**F. Delivery**

1. **Period:**
  - a. Normal Supply: Within 10 days from the date of issuance of first supply order and subsequent supply within 07 days and 20 days in case of printing material.
  - b. Emergent Supply: Within three days.
2. **Place:** Directorate of Procurement & Inventory Control (DPIC), UAF.
3. **Late Delivery:** Director (DPIC) may, impose liquidated damages in case of late delivery, installation/commissioning except due to Force Majeure, @0.67% of the value of goods delivered/installed/commissioned 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 goods delivered/installed/commissioned late.

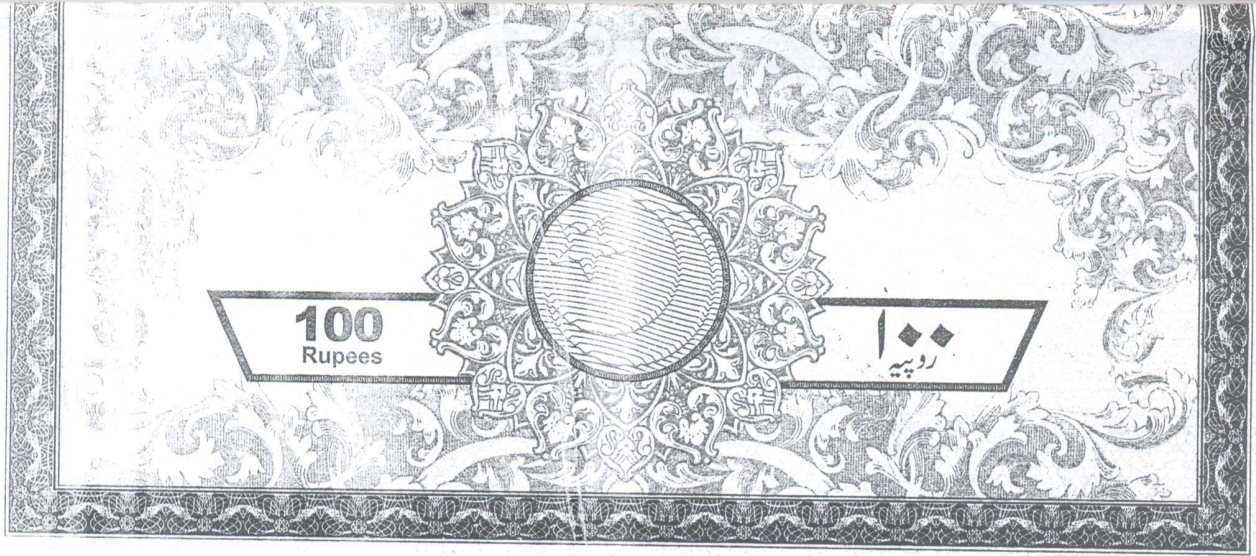
**G. Payment**

1. **Prerequisites:**
  - a. Provision of satisfactory Inspection Certificate as per clause I.



**CH. IMRAN ALI DEO**  
ADVOCATE HIGH COURT  
**ATTESTED**  
OATH COMMISSIONER  
DISTRICT COURTS FAISALABAD.





- b. Deduction of Income Tax or production of an Exemption Certificate by the Firm from Income Tax Commissioner concerned
- c. Deduction of Sales Tax if applicable and simultaneously provision of prescribed Sales Tax Invoices showing the requisite amount of Sales Tax if applicable.

2. **Mode:**

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

H. **Warranty/Replacement:**

- a. Free of cost three months comprehensive on site with (parts and labor) as the case may be.
- b. If the goods become out of order within first three months of the delivery, the firm shall replace the whole goods (s).
- c. If the firm takes up the goods for replacement or repair, the firm shall provide the suitable backup within 72 hours. If the firm fails to do so, the replacement will be made at risk at expenses of the firm and the amount will be deducted from the performance security without notice.

I. **Inspection**

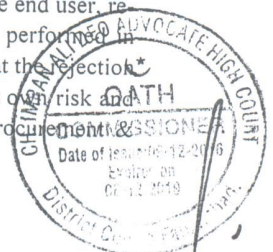
- 1. Inspecting Officer: A member of the Tender Committee (Computer Science department) for computer accessories and Assistant Registrar (Press) for paper(s) and other items in accordance with the samples.
- 2. Place: Directorate of Procurement & Inventory Control, UAF.

J. **Rejection of goods**

- 1. On Inspection, the Inspecting Officer may reject goods not conforming to specifications.
- 2. Where the good (s) 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 the rejection is justified, the good (s) shall stand rejected and shall be replaced by the Firm at its own risk and cost failing which the good (s) shall be purchased through the Directorate of Procurement & Inventory Control, University of Agriculture, Faisalabad at the cost of the Firm.

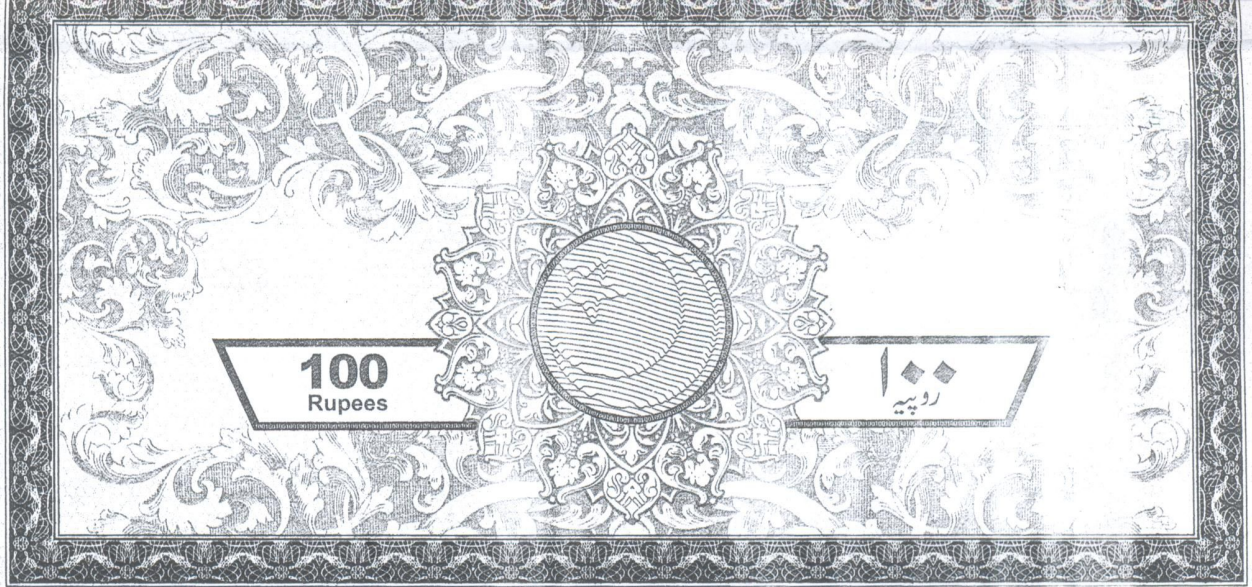
K. **Security**

- 1. **Performance Security:** A sum of Rs.100,000/- (Rupees One Hundred Thousand Only) have deposited by the Firm in the shape of Deposit at Call Receipt No.399141 dated 19.12.2017 as performance security.
- 2. **Release:** (i) performance security deposit shall be released within three months from the expiry of the last portion of goods delivered subject to satisfactory execution of;



**CHIEF JUSTICE ADVOCATE HIGH COURT**  
**ATTESTED**  
**DISTRICT COURTS FAISALABAD**





- (a) all supply orders issued within the validity of the Agreement;
- (b) all other Terms and Conditions forming part of this Agreement.

3. Forfeiture: Performance Security may be forfeited if;

(a) the Firm fails to execute any provision of this Agreement; and

(b) complaints are received against the goods or in respect of any deficiency and confirmed after due inquiry by the committee comprising Prof. Dr. Abdul Wahid, Convener/Controller of Examinations, Mr. Salman Afsar Awan, Lecturer, Deptt. of Computer Sciences, Mr. Mumtaz Ali, Assistant Registrar (Press), Mr. Sarfraz Rizwan, Accounts Officer (Co-ord.) and Dr. Shahid Afzal Gill, Director (DPIC). However, the firm shall be given opportunity of being heard and of adducing evidence. The Clients would then have a right to purchase the requisite good(s) from elsewhere without any notice and at the Firm's cost.

**L. Progress Report**

1. Submission: Every 30<sup>th</sup> 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 of goods supplied to the University.

**M. Correspondence**

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

**N. Review of Rates**

The committee shall review the rates mentioned in the Agreement with the prevailing rates of the market on completion of six months. If in the opinion of the committee, the rates become considerably fall than the Agreement Rates. The firm will be bound to amend the rates accordingly, failing which the Director (DPIC) reserves the right to terminate the Agreement under clause "P".

**O. Cancellation/Suspension**

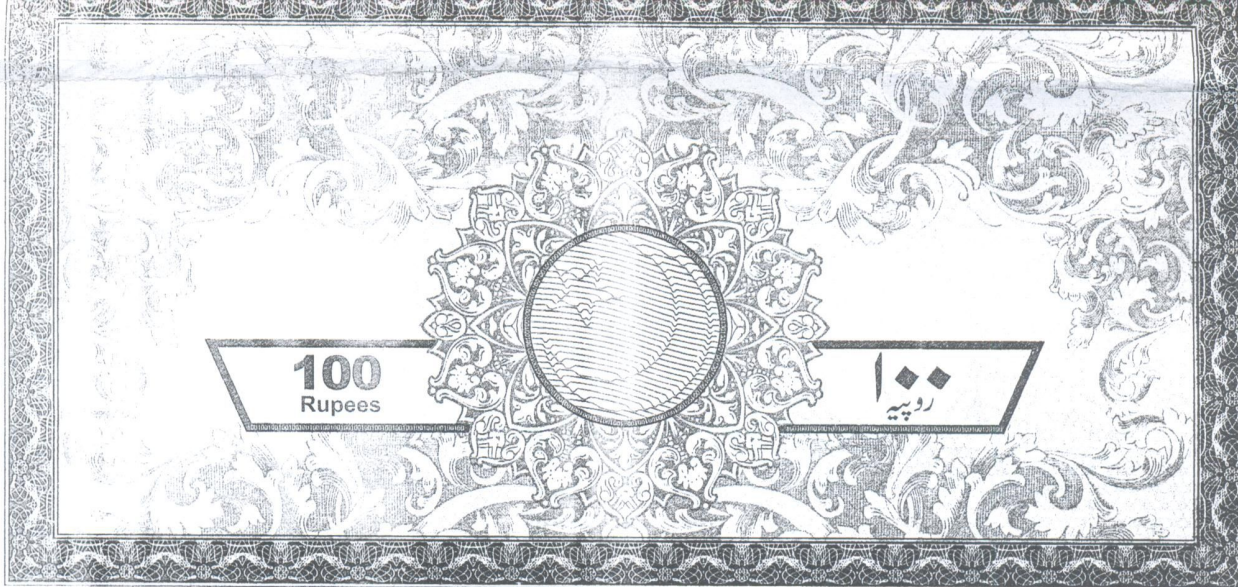
1. Complaints in respect of goods or any other violation(s) of this Agreement shall result in an inquiry by the Committee referred to in Sub-clause "3" of Clause "K". If contacting firm is held liable in the said inquiry, the Treasurer may take the following action on the recommendations of the committee:

- a. Suspension of this Agreement.
- b. Cancellation of this Agreement or and
  - i. Forfeiture of Security or and
  - ii. Blacklisting.
  - iii. Any other legal measure available.

**P. Termination for Default**







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, the Director (DPIC) may elect:

- (a) to have any portion completed and delivered at the Agreement terms and prices; and/or
- (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.

R. Arbitration:

XXXIV. 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 see arbitration.

XXXV. If the firm intends to go for arbitration, he shall have to give 30 days notice in writing informing the Director (DPIC) 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.

XXXVI. 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 "P" "Termination for Default" and clause "R" "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 on the account of such proceeding unless they are subject of the dispute. The arbitration ward shall be recorded in writing.

S. Court Jurisdiction

Only the courts at Faisalabad shall have exclusive jurisdiction to adjudicate upon any "lis" brought by either of the parties in relation to the contract.

T. Other terms & conditions

As per bidding documents against Tender No.150/2017.

On behalf of the

University of Agriculture, Faisalabad

TREASURER

Witnesses:

Name: Sohail Anjum

Address: RESEARCH ASSISTANT  
Directorate of Procurement &  
Inventory Control  
University of Agriculture  
Faisalabad.

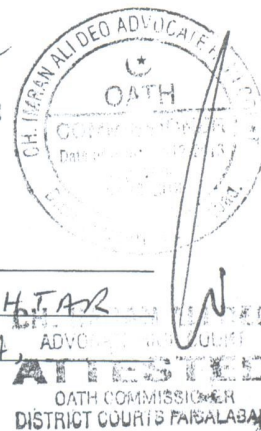
On behalf of the Firm

For  
AHMAD ENTERPRISES  
PROPRIETER

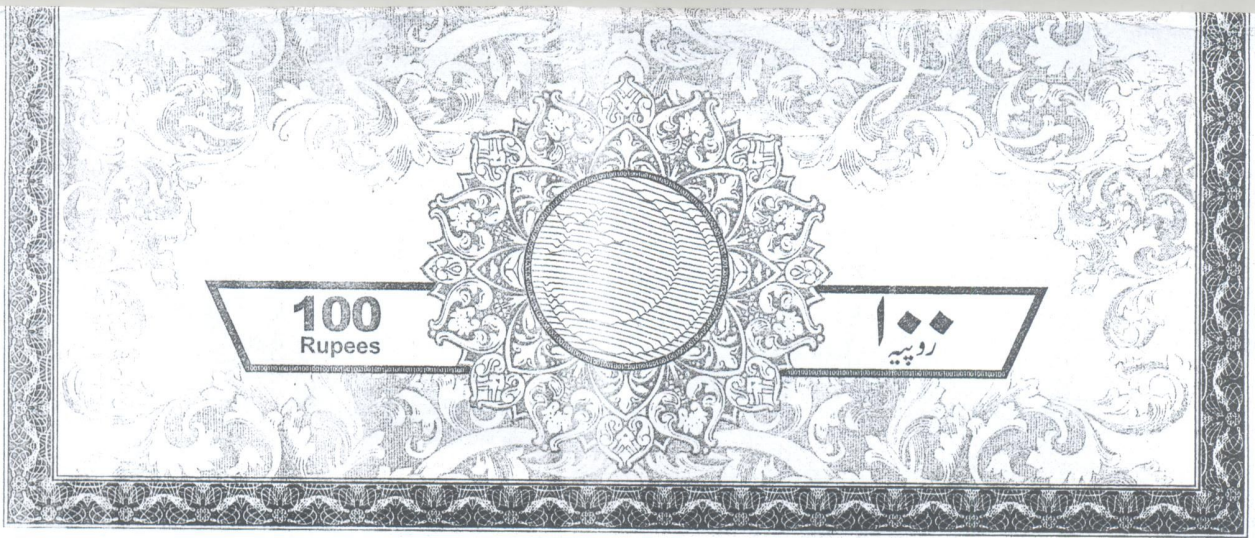
Witnesses:

Name: SAJJAD AKHTAR

Address: H.No. 6 H Group A,  
Kashinav Fleets,  
Faisalabad.





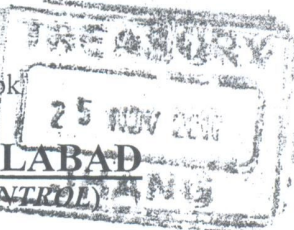


Website: www.uaf.edu.pk  
E-Mail: dpic@uaf.edu.pk

Phone #.041-9200898  
041-9200161 Ext.3503/3504

store\_officer@uaf.edu.pk

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



No.DPIC/150/2017/ 8520

Dated: 22-12-17

**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 Altaf Ahmad & Sons, having their registered office at House No.97, Gally Jand Wally, Ward No. 7, Jhang City, Jhang, under Sales Tax No. and National Income Tax No. 4018064-6 with phone No.047-7631297, 0333-6734597 and Fax No. \_\_\_\_\_, 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 for all the Administrative & Academic Departments, Directorates/Institutes, Sub Campus (hereinafter called as the "Clients").

WHEREAS, the University of Agriculture, Faisalabad, invited bids from the firms on 05.10.2017 for the Framework Contracts for the supply of **Stationery, Computer Accessories, Miscellaneous & Electric items etc.**, (hereinafter called the goods to the Clients for the year 2017-2018.

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 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.

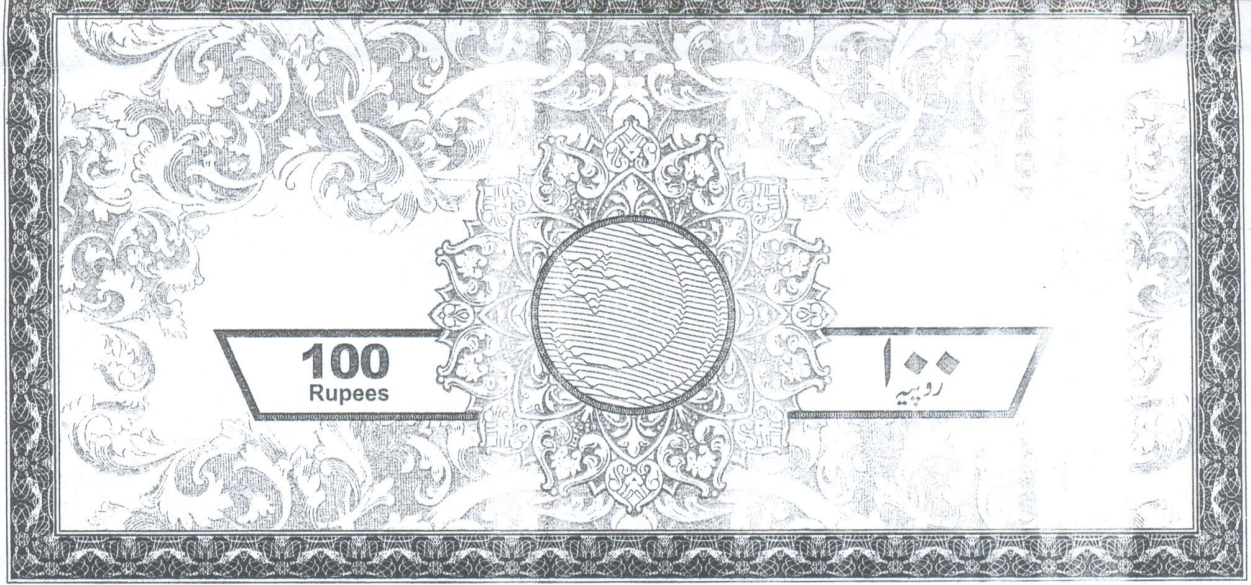
**B. Description and Rates of Goods**

Sr. No.	Name of Items with specifications	Estimated quantity to be purchased	Rate Inclusive GST in Pak. Rupees
1	Dust Bin Plastic Pedal diff. colored	300 No	Rs.280/-Each
2	Duster cloth 36"/40" width white	4000 M	Rs.45/-Each
3	Energy Sever 80 watts Philips (pin/screw type)	200 No	Rs.1750/-Each
4	Energy Sever 11 watts Philips	1000 No	Rs.245/-Each
	Energy Sever 12 watts Oppl		Rs.265/-Each

*[Handwritten signature]*







**C. Duration**

1. The Framework Contract shall commence from date of approval of the competent authority.
2. The Framework Contract shall remain in force till **30.06.2018**.
3. The Firm shall be bound to accept all supply orders up to **30.06.2018**.

**D. Quantity**

1. This Agreement is concluded with the Firm on 100% demand basis, where by, the Firm shall be bound to supply the quantity ordered by the UAF.
2. The Firm shall maintain sufficient stock of goods to meet the demand of UAF.

**E. Packing**

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

**F. Delivery**

1. **Period:**
  - a. Normal Supply: Within 10 days from the date of issuance of first supply order and subsequent supply within 07 days and 20 days in case of printing material.
  - b. Emergent Supply: Within three days.
2. **Place:** Directorate of Procurement & Inventory Control (DPIC), UAF.
3. **Late Delivery:** Director (P&IC) may, impose liquidated damages in case of late delivery installation/commissioning except due to Force Majeure, @0.67% of the value of goods delivered/installed/commissioned 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 goods delivered/installed/commissioned late.

**G. Payment**

1. **Prerequisites:**
  - a. Provision of satisfactory Inspection Certificate as per clause I.
  - b. Deduction of Income Tax or production of an Exemption Certificate by the Firm from Income Tax Commissioner concerned
  - c. Deduction of Sales Tax if applicable and simultaneously provision of prescribed Sales Tax Invoices showing the requisite amount of Sales Tax if applicable.
2. **Mode:**
  - a. Through crossed Cheque issued by the Treasurer, UAF.

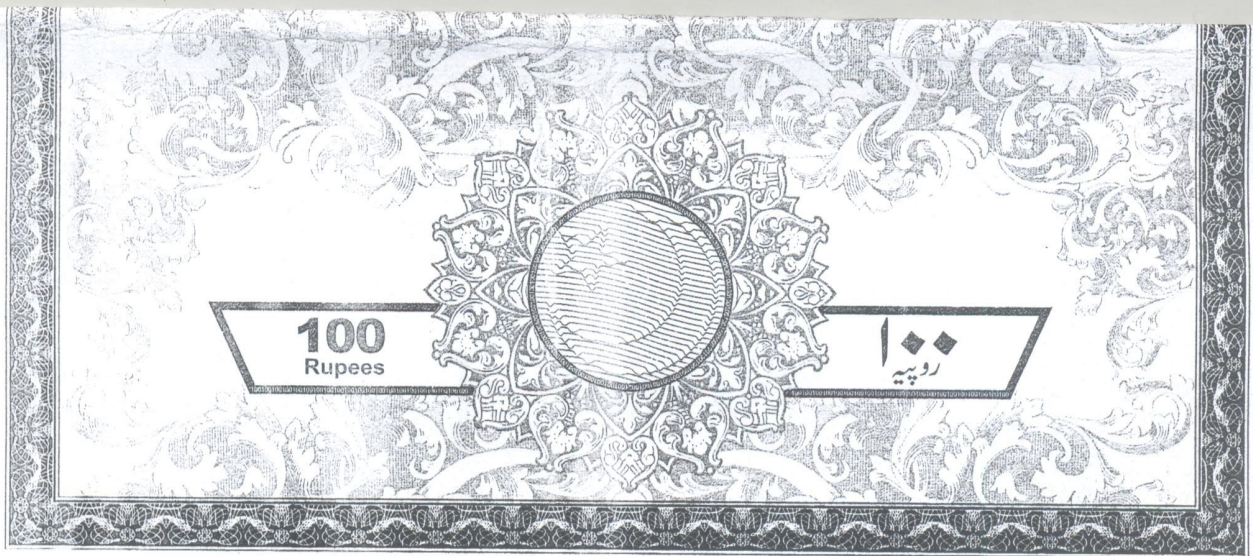
**H. Warranty/Replacement:**

- a. Free of cost three months comprehensive on site with (parts and labor) as the case may be.
- b. If the goods become out of order within first three months of the delivery, the firm shall replace the whole goods (s).
- c. If the firm takes up the goods for replacement or repair, the firm shall provide the suitable backup within 72 hours. If the firm fails to do so, the replacement will be made at risk at expenses of the firm and the amount will be deducted from the performance security without notice.

*[Handwritten signatures]*







**I. Inspection**

1. Inspecting Officer: A member of the Tender Committee (Computer Science department) for computer accessories and Assistant Registrar (Press) for paper(s) and other items in accordance with the samples.
2. Place: Directorate of Procurement & Inventory Control, UAF.

**J. Rejection of goods**

1. On Inspection, the Inspecting Officer may reject goods not conforming to specifications.
2. Where the good (s) 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 the rejection is justified, the good (s) shall stand rejected and shall be replaced by the Firm at its own risk and cost failing which the good (s) shall be purchased through the Directorate of Procurement & Inventory Control, University of Agriculture, Faisalabad at the cost of the Firm.

**K. Security**

1. **Performance Security:** A sum of Rs.100,000/- (Rupees One Hundred Thousand Only) have deposited by the Firm in the shape of Deposit at Call Receipt No. 16557460 date 6/12/17 as performance security.
2. **Release:** (i) performance security deposit shall be released within 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.
3. **Forfeiture:** Performance Security may be forfeited if;
  - (a) the Firm fails to execute any provision of this Agreement; and
  - (b) complaints are received against the goods or in respect of any deficiency and confirmed after due inquiry by the committee comprising Prof. Dr. Abdul Wahid, Convener/Controller of Examinations, Mr. Salman Afsar Awan, Lecturer, Deptt. of Computer Sciences, Mr. Mumtaz Ali, Assistant Registrar (Press), Mr. Sarfraz Rizwan, Accounts Officer (Co-ord.) and Dr. Shahid Afzal Gill, Director (DPIC). However, the firm shall be given opportunity of being heard and of adducing evidence. The Clients would then have a right to purchase the requisite good(s) from elsewhere without any notice and at the Firm's cost.

**L. Progress Report**

1. Submission: Every 30<sup>th</sup> 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 of goods supplied to the University.

**M. Correspondence**

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

**N. Review of Rates**

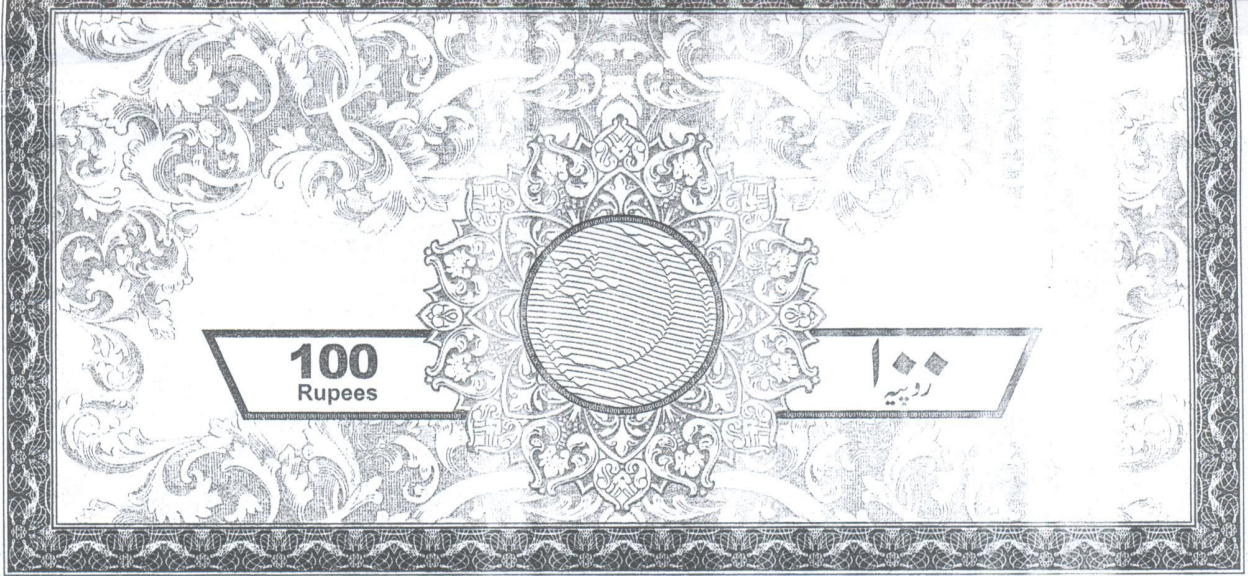
The committee shall review the rates mentioned in the Agreement with the prevailing rates of the market on completion of six months. If in the opinion of the committee, the rates become considerably fall than the Agreement Rates. The firm will be bound to amend the rates accordingly, failing which the Director (DPIC) reserves the right to terminate the Agreement under clause "P".

**O. Cancellation/Suspension**

*[Handwritten signature]*







1. Complaints in respect of goods or any other violation(s) of this Agreement shall result in an inquiry by the Committee referred to in Sub-clause "3" of Clause "K". If contacting firm is held liable in the said inquiry, 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.
  - iii. Any other legal measure available.

**P. Termination for Default**

1. The Director (P&IC) 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.
- (b) If the firm fails to deliver any or all of the Goods within the period(s) specified in the Agreement or within any extension thereof granted by the Director (DPIC).

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 facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice 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.

2. In the event of termination of the Agreement in whole or in part, the Director (P&IC) 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.

Notwithstanding, the Supplier 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 Agreement is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the firm and not involving the firm's 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.

**Q. 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).

**R. 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

*[Handwritten signature]*  
Treasurer  
University of Agriculture  
Faisalabad

*[Handwritten signature]*



*[Handwritten signature]*





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, the Director(DPIC) may elect:

- (a) to have any portion completed and delivered at the Agreement terms and prices; and/or
- (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.

**R. 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 see arbitration.
- ii. If the firm intends to go for arbitration, he shall have to give 30 days notice in writing informing the Director (DPIC) 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.
- 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 "P" "Termination for Default" and clause "R" "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 on the account of such proceeding unless they are subject of the dispute. The arbitration ward shall be recorded in writing.

**S. Court Jurisdiction**

Only the courts at Faisalabad shall have exclusive jurisdiction to adjudicate upon any "lis" brought by either of the parties in relation to the contract.

**T. Other terms & conditions**

As per bidding documents against Tender No.150/2017.

On behalf of the  
University of Agriculture, Faisalabad

TREASURER

Witnesses: \_\_\_\_\_

Name: Sohail Arjun

Address: \_\_\_\_\_

RESEARCH ASSISTANT  
Directorate of Procurement &  
Inventory Control  
University of Agriculture  
Faisalabad

On behalf of the Firm

PROPRIETER

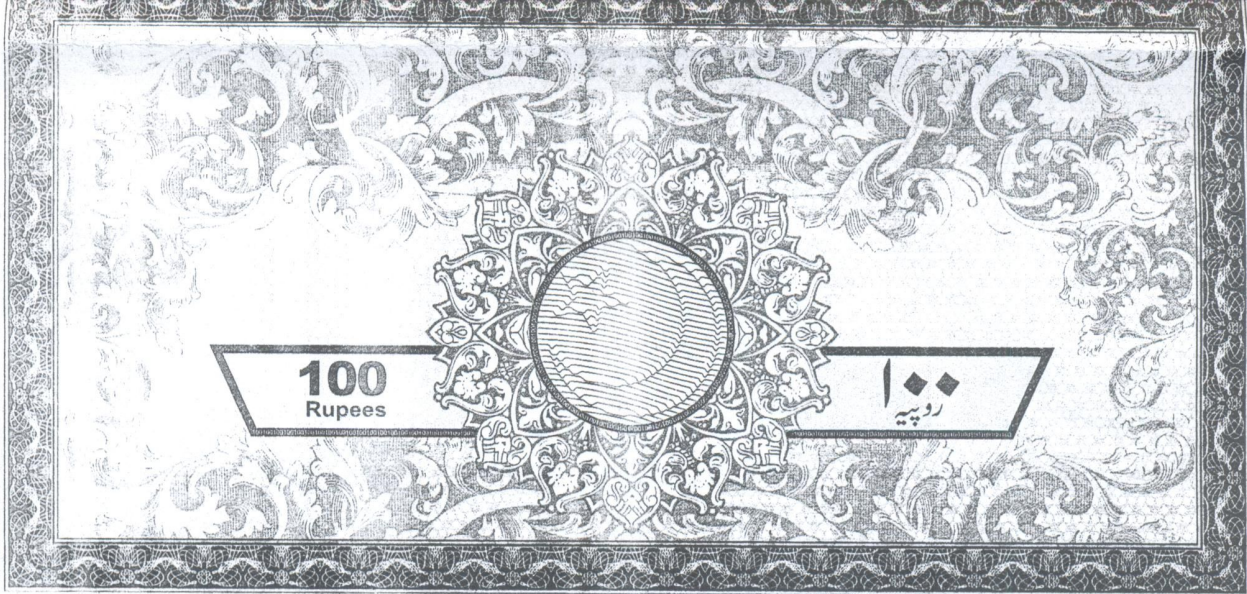
Witnesses: \_\_\_\_\_

Name: M. ARSHAD JAVED

Address: Allama Iqbal Street Shang city







Phone #: 041-9200898  
041-9200161 Ext.3503/3504  
Website: [www.uaf.edu.pk](http://www.uaf.edu.pk)  
E-Mail: [dpic@uaf.edu.pk](mailto:dpic@uaf.edu.pk)  
[store\\_officer@uaf.edu.pk](mailto:store_officer@uaf.edu.pk)

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

No. DPIC/150/2017/ 8522

Dated: 22-12-17

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

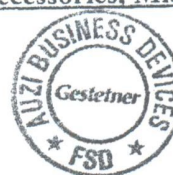
M/S Auzi Business Devices, having their registered office at **Standard Chartered Bank Building, Railway Road, Faisalabad**, under Sales Tax No. **24-00-3658-566-19** and National Income Tax No. **3658566-1** with phone No. **041-2408556**, **0300-8650488** and Fax No. **041-2408556**, which expression 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 for all the Administrative & Academic Departments, Directorates/Institutes, Sub Campus (hereinafter called as the "Clients").

WHEREAS, the University of Agriculture, Faisalabad, invited bids from the firms on 05/10/2017 for the Framework Contracts for the supply of Stationery, Computer Accessories, Miscellaneous & Electric items etc.

(Hereinafter called the goods to the Clients for the year 2017-2018.

AND WHEREAS, bid of the Firm has been accepted.



*Induyas*





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

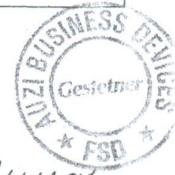
**A. General**

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**

Sr. No.	Name of Items with specifications	Estimated quantity to be purchased	Rate Inclusive GST in Pak. Rupees
1	Copy Printer Ink 3440/3443 (CPI)-7 Oil based	500 No.	Rs.2574/-Each
2	Master Roll CPMT 15 (3440/3443) original	400 Roll	Rs.5967/-Each
3	Toner 2501 black for Gestetner Photocopier MP 2501SP, original/genuine	10 No.	Rs.6786/-Each ✓
4	Toner 4500 black for Gestetner Photocopier MP-5000SP, original/genuine	80 No.	Rs.13455/-Each ✓
5	Toner cartridge high yield 2503 black for Gestetner multifunctional printer MP C2011SP, original	10 No.	Rs.14040/-Each
6	Toner cartridge high yield 2503H cyan for Gestetner multifunctional printer MP C2011SP, original/genuine	10 No.	Rs.14040/-Each
7	Toner cartridge high yield 2503H magenta for Gestetner multifunctional printer MP C2011SP, original/genuine	10 No.	Rs.14040/-Each
8	Toner cartridge high yield 2503H yellow for Gestetner multifunctional printer MP C2011SP, original/genuine	10 No.	Rs.14040/-Each
9	Toner for photocopier Gestetner 1312, DT34 Black	10 No.	Rs.5850/-Each



Induyas





C. Duration

1. The Framework Contract shall commence from date of approval of the competent authority.
2. The Framework Contract shall remain in force till **30.06.2018**.
3. The Firm shall be bound to accept all supply orders up to **30.06.2018**.

D. Quantity

1. This Agreement is concluded with the Firm on 100% demand basis, where by, the Firm shall be bound to supply the quantity ordered by the UAF.
2. The Firm shall maintain sufficient stock of goods to meet the demand of UAF.

E. Packing

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

F. Delivery

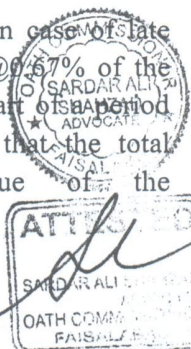
1. **Period:**

- a. Normal Supply: Within 10 days from the date of issuance of first supply order and subsequent supply within 07 days and 20 days in case of printing material.
- b. Emergent Supply: Within three days.

2. **Place:** Directorate of Procurement & Inventory Control (DPIC), UAF.

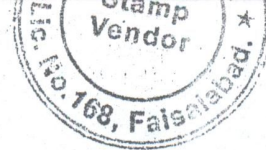
3. **Late Delivery:** Director (P&IC) may, impose liquidated damages in case of late delivery installation/commissioning except due to Force Majeure, @ 0.57% of the value of goods delivered/installed/commissioned late per day or a part of a period exceeding the original delivery period, subject to the provision that the total liquidated damages thus imposed will not exceed 10% of the total value of the goods delivered/installed/commissioned late.

University of Agriculture  
Faisalabad



Induyas





**G. Payment**

**1. Prerequisites:**

- a. Provision of satisfactory Inspection Certificate as per clause I.
- b. Deduction of Income Tax or production of an Exemption Certificate by the Firm from Income Tax Commissioner concerned.
- c. Deduction of Sales Tax if applicable and simultaneously provision of prescribed Sales Tax Invoices showing the requisite amount of Sales Tax if applicable.

**2. Mode:**

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

**H. Warranty/Replacement:**

- a. Free of cost three months comprehensive on site with (parts and labor) as the case may be.
- b. If the goods become out of order within first three months of the delivery, the firm shall replace the whole goods (s).
- c. If the firm takes up the goods for replacement or repair, the firm shall provide the suitable backup within 72 hours. If the firm fails to do so, the replacement will be made at risk at expenses of the firm and the amount will be deducted from the performance security without notice.

**I. Inspection**

1. Inspecting Officer: A member of the Tender Committee (Computer Science department) for computer accessories and Assistant Registrar (Press) for paper(s) and other items in accordance with the samples.
2. Place: Directorate of Procurement & Inventory Control, UAF.

**J. Rejection of goods**

1. On Inspection, the Inspecting Officer may reject goods not conforming to specifications.
2. Where the good (s) 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 the rejection is justified, the good (s) shall stand rejected and shall be replaced by the Firm at its own risk and cost failing which the good (s) shall be purchased through the Directorate of Procurement & Inventory Control, University of Agriculture, Faisalabad at the cost of the Firm.



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#### K. Security

1. **Performance Security:** A sum of Rs.100,000/- (Rupees One Hundred Thousand Only) have deposited by the Firm in the shape of Deposit at Call Receipt No. 0000035184 date 11-12-17 as performance security.
2. **Release:** (i) performance security deposit shall be released within 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.
3. **Forfeiture:** Performance Security may be forfeited if;
  - (a) the Firm fails to execute any provision of this Agreement; and
  - (b) complaints are received against the goods or in respect of any deficiency and confirmed after due inquiry by the committee comprising Prof. Dr. Abdul Wahid, Convener/Controller of Examinations, Mr. Salman Afsar Awan, Lecturer, Deptt. of Computer Sciences, Mr. Mumtaz Ali, Assistant Registrar (Press), Mr. Sarfraz Rizwan, Accounts Officer (Co-ord.) and Dr. Shahid Afzal Gill, Director (DPIC). However, the firm shall be given opportunity of being heard and of adducing evidence. The Clients would then have a right to purchase the requisite good(s) from elsewhere without any notice and at the Firm's cost.

#### L. Progress Report

Submission: Every 30<sup>th</sup> days or as desired by the Directorate of Procurement & Inventory Control.

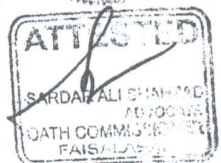
2. **Contents:** (a) date of purchase order(s); (b) date of delivery; (c) payment(s) received; (d) rates and quantities of goods supplied to the University.

#### M. Correspondence

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



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**N. Review of Rates**

The committee shall review the rates mentioned in the Agreement with the prevailing rates of the market on completion of six months. If in the opinion of the committee, the rates become considerably fall than the Agreement Rates. The firm will be bound to amend the rates accordingly, failing which the Director (DPIC) reserves the right to terminate the Agreement under clause "P".

**O. Cancellation/Suspension**

1. Complaints in respect of goods or any other violation(s) of this Agreement shall result in an inquiry by the Committee referred to in Sub-clause "3" of Clause "K". If contacting firm is held liable in the said inquiry, 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.
  - iii. Any other legal measure available.

**P. Termination for Default**

1. The Director (P&IC) 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.
  - (b) If the firm fails to deliver any or all of the Goods within the period(s) specified in the Agreement or within any extension thereof granted by the Director (DPIC).

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 facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice 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.



2.

In the event of termination of the Agreement in whole or in part,

the Director (P&IC) may require, 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.

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3. Notwithstanding, the Supplier 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 Agreement is the result of an event of Force Majeure.

4. For purposes of this clause, "Force Majeure"

means an event beyond the control of the firm and not involving the firm's 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.

**Q. Termination for Insolvency**

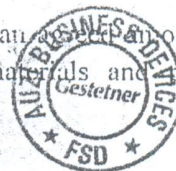
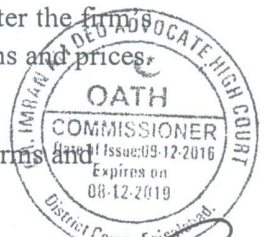
The Director (DPIC) may at any time terminate the Agreement by giving written notice to the firm if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the firm, provided that such termination will not prejudice or affect any right of action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

**R. 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, the Director (DPIC) may elect:

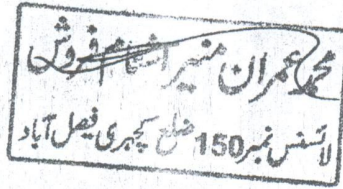
- (a) to have any portion completed and delivered at the Agreement terms and prices; and/or
- (b) to cancel the remainder and pay to the firm an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the firm.



**CH. IMRAN ALI DEO**  
ADVOCATE HIGH COURT  
**ATTESTED**  
OATH COMMISSIONER  
DISTRICT COURTS FAISALABAD

*Indumyas*





**R. Arbitration:**

- 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 see arbitration.
- If the firm intends to go for arbitration, he shall have to give 30 days notice in writing informing the Director (DPIC) 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.
- 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 "P" "**Termination for Default**" and clause "R" "**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 on the account of such proceeding unless they are subject of the dispute. The arbitration ward shall be recorded in writing.

**S. Court Jurisdiction**

Only the courts at Faisalabad shall have exclusive jurisdiction to adjudicate upon any "dis" brought by either of the parties in relation to the contract.

**T. Other terms & conditions**

As per bidding documents against Tender No.150/2017.

On behalf of the

University of Agriculture, Faisalabad

TREASURER

Univ. of Agriculture  
Faisalabad.

Witnesses:

Name:

Address:

Sohail Arjum  
RESEARCH ASSISTANT  
Directorate of Procurement &  
Inventory Control  
University of Agriculture  
Faisalabad

On behalf of the Firm



PROPRIETER

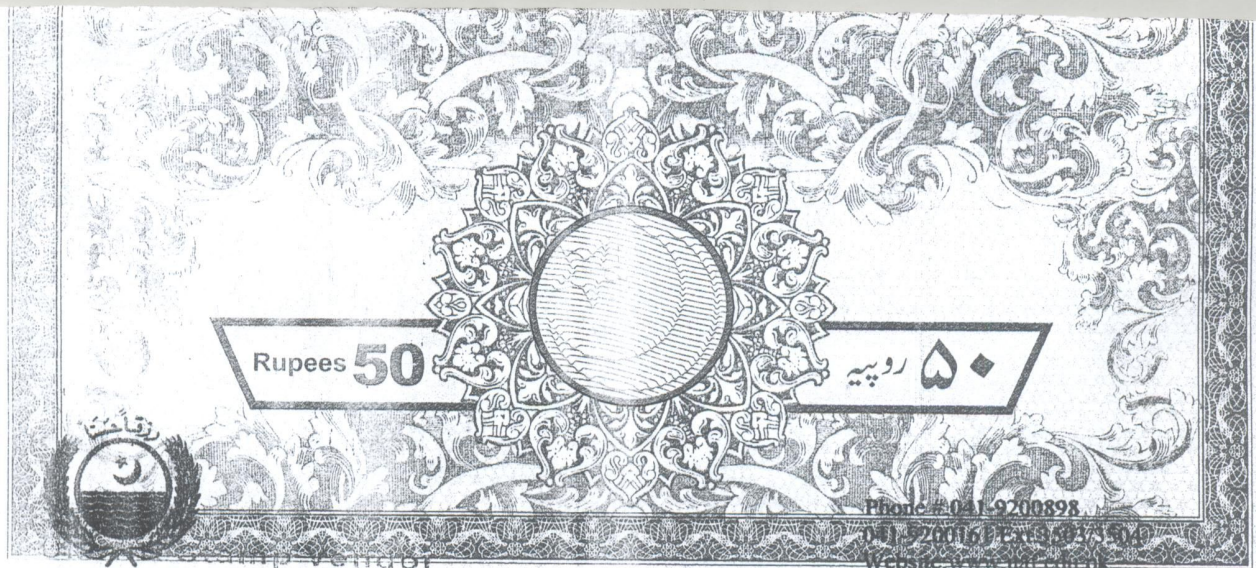
Witnesses:

Name:

Address:

Kashif Sohail  
House P-3658 Block #A St#6  
Barkal Pura, Faisalabad.





No: 10  
29, Ruby Center  
Boultan Market, Karachi.

ISSUED TO WITH ADDRESS MR.  
THROUGH WITH ADDRESS MR.  
ATTACHED  
SIGNATURE  
Date of Issue: 16 OCT 2017

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

Advocate HC 326

No.DPIC/150/2017/ 963  
Dated: 8-3-18

#### 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 Gold Reef Computers, having their registered office at 54, Uni Plaza, I.I. Chundrigar Road, Karachi, under Sales Tax No.12-00-9999-559-55 National Income Tax No. 1022552-8 with phone No. 021-32401073-4, 0336-4723335 and Fax No. 021-32401076, 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 for all the Administrative & Academic Departments, Directorates/Institutes, Sub Campus (hereinafter called as the "Clients").

WHEREAS, the University of Agriculture, Faisalabad, invited bids from the firms on 05.10.2017 for the Framework Contracts for the supply of Stationery, Computer Accessories, Miscellaneous & Electric items etc. (hereinafter called the goods to the Clients for the year 2017-2018).

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 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

Sr. No.	Name of Items with specifications	Estimated quantity to be purchased	Rate Inclusive GST in Pak. Rupees
1	Toner high yield 2014 black for Gestetner Photocopier MP 2014D, original/genuine	10 No.	Rs. 4996/- E
2	Toner cartridge high yield SP201 black for multifunctional printer Sp212 SFNW, original/genuine	20 No.	Rs. 8190/- E

#### C. Duration

1. The Framework Contract shall commence from date of approval of the competent authority.
2. The Framework Contract shall remain in force till 30.06.2018.
3. The Firm shall be bound to accept all supply orders up to 30.06.2018.

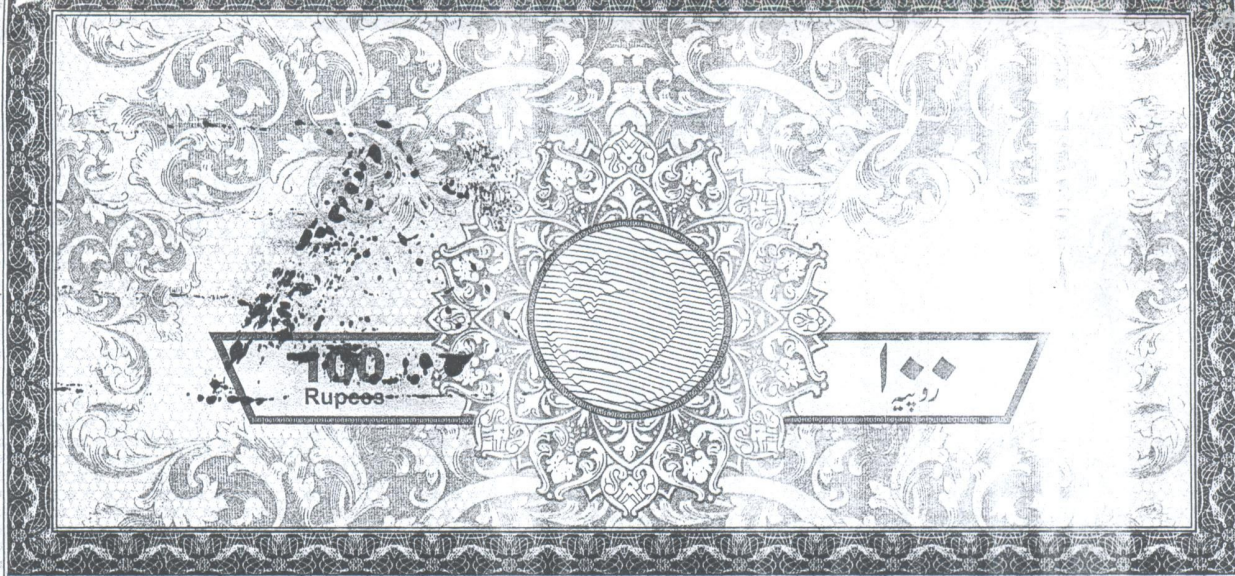
#### D. Quantity

1. This Agreement is concluded with the Firm on 100% demand basis, where by, the Firm shall be bound to supply the quantity ordered by the UAF, as per approved samples.
2. The Firm shall maintain sufficient stock of goods to meet the demand of UAF as per list attached.

#### E. Packing

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





**Delivery**  
**Period:** Vendor

Shop No: 29, Ruby Market, Boultan Market, Karachi.  
 Normal Supply: Within 10 days from the date of issuance of first supply order and subsequent supply within 07 days and 20 days in case of printing material.

SR. NO. DATE  
 Emergent Supply: Within three days.

ISSUED TO WITHIN 10 DAYS MR. Director of Procurement & Inventory Control (DPIC), UAF.

THROUGH WITHIN 10 DAYS MR. Late Delivery Director (P&IC) may, impose liquidated damages in case of late delivery installation/commissioning except due to Force Majeure, @0.67% of the value of goods delivered/installed/commissioned 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 goods delivered/installed/commissioned late.

**G. Payment**

**1. Prerequisites:**

- Provision of satisfactory Inspection Certificate as per clause I.
- Deduction of Income Tax or production of an Exemption Certificate by the Firm from Income Tax Commissioner concerned
- Deduction of Sales Tax if applicable and simultaneously provision of prescribed Sales Tax Invoices showing the requisite amount of Sales Tax if applicable.

**2. Mode:**

- Through crossed Cheque issued by the Treasurer, UAF.

**H. Warranty/Replacement:**

- Free of cost three months comprehensive on site with (parts and labor) as the case may be.
- If the goods become out of order within first three months of the delivery, the firm shall replace the whole goods (s).
- If the firm takes up the goods for replacement or repair, the firm shall provide the suitable backup within 72 hours. If the firm fails to do so, the replacement will be made at risk at expenses of the firm and the amount will be deducted from the performance security without notice.

**I. Inspection**

- Inspecting Officer: A member of the Tender Committee (Computer Science department) for computer accessories and Assistant Registrar (Press) for paper(s) and other items in accordance with the samples.
- Place: Directorate of Procurement & Inventory Control, UAF.

**J. Rejection of goods**

- On Inspection, the Inspecting Officer may reject goods not conforming to specifications.
- Where the good (s) 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 the rejection is justified, the good (s) shall stand rejected and shall be replaced by the Firm at its own risk and cost failing which the good (s) shall be purchased through the Directorate of Procurement & Inventory Control, University of Agriculture, Faisalabad at the cost of the Firm.

**K. Security**

- Performance Security:** A sum of Rs. 100,000/- (Rupees One Hundred Thousand Only) have deposited by the Firm in the shape of Deposit at Call Receipt No.2309 date 15-01-2018 as performance security.
- Release:** (i) performance security deposit shall be released within three months from the date of expiry of the last portion of goods delivered subject to satisfactory execution of;
  - all supply orders issued within the validity of the Agreement;
  - all other Terms and Conditions forming part of this Agreement.
- Forfeiture:** Performance Security may be forfeited if;
  - the Firm fails to execute any provision of this Agreement; and
  - complaints are received against the goods or in respect of any deficiency and confirmed after due inquiry by the committee comprising Prof. Dr. Abdul Wahid, Convener/Controller of Examinations, Mr. Salman Afsar Awan, Lecturer, Deptt. of



Rupees 50

۵۰ روپیہ

Computer Sciences, Mr. Munir Ali Assistant Registrar (Proc.) Mr. Sarfaraz Rizwan  
Accounts Officer (C&M) and D. Shahid Khan, CMA, Director (DPIC). However, the firm  
shall be given opportunity of being heard and of adducing evidence. The Clients would then have  
a right to purchase the requisite good(s) from elsewhere without any notice and at the Firm's cost.

Shop No: 29, B. B. S. Road,  
Boultan Market, Karachi.

SERIAL NO. DATE

ISSUED TO WITH ADDRESS MR. MUNIR ALI

THROUGH WITH ADDRESS MR. SARFARAZ RIZWAN

PURPOSE, INVENTORY CONTROL

VALUES, CONTENTS: (a) date of purchase order(s); (b) date of delivery; (c) payment(s) received; (d)

STAMP NEARBY SIGNATURE, rates and quantities of goods supplied to the University.

**M. Correspondence**

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

**N. Review of Rates**

The committee shall review the rates mentioned in the Agreement with the prevailing rates of the market on completion of six months. If in the opinion of the committee, the rates become considerably fall than the Agreement Rates. The firm will be bound to amend the rates accordingly, failing which the Director (DPIC) reserves the right to terminate the Agreement under clause "P".

**O. Cancellation/Suspension**

1. Complaints in respect of goods or any other violation(s) of this Agreement shall result in an inquiry by the Committee referred to in Sub-clause "3" of Clause "K". If contacting firm is held liable in the said inquiry, 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.
  - iii. Any other legal measure available.

**P. Termination for Default**

1. The Director (P&IC) 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.
- (b) If the firm fails to deliver any or all of the Goods within the period(s) specified in the Agreement or within any extension thereof granted by the Director (DPIC).

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 facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice 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.

2. In the event of termination of the Agreement in whole or in part, the Director (P&IC) 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.
3. Notwithstanding, the Supplier 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 Agreement is the result of an event of Force Majeure.
4. For purposes of this clause, "Force Majeure" means an event beyond the control of the firm and not involving the firm's 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, fire, flood, epidemics, quarantine restrictions, and freight embargoes.

**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). (Advocate)

**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, the Director (DPIC) may elect:

- to have any portion completed and delivered at the Agreement terms and prices; and/or
- 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.

**R. Arbitration:**

- 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 see arbitration.
- If the firm intends to go for arbitration, he shall have to give 30 days' notice in writing informing the Director (DPIC) 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.
- 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 "P" "Termination for Default" and clause "R" "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 on the account of such proceeding unless they are subject of the dispute. The arbitration ward shall be recorded in writing.

**S. Court Jurisdiction**

Only the courts at Faisalabad shall have exclusive jurisdiction to adjudicate upon any "lis" brought by either of the parties in relation to the contract.

**T. Other terms & conditions**

As per bidding documents against Tender No.150/2017.

On behalf of the  
University of Agriculture, Faisalabad

TREASURER

Witnesses:

Name: Sohail Arif  
Address: RESEARCH ASSISTANT  
Directorate of Procurement &  
Inventory Control  
University of Agriculture  
Faisalabad.

On behalf of the Firm

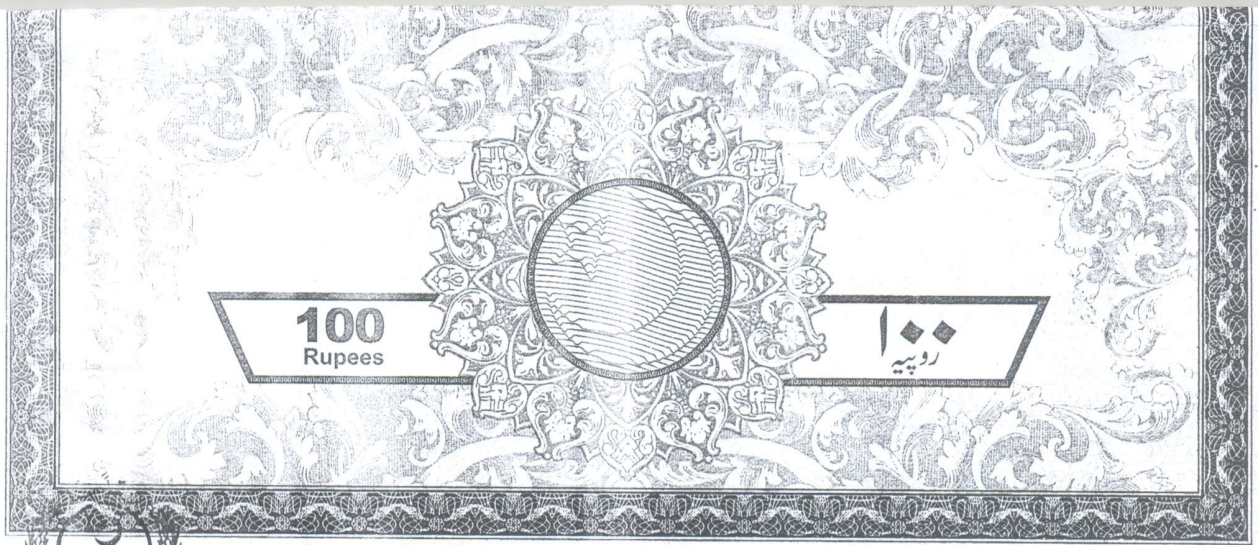
PROPRIETER

Witnesses:

Name: Muhammad Atif Qayyum  
Address: 113- Uni plaza, Cichung, Gish Rd  
147.







Website: [www.uaf.edu.pk](http://www.uaf.edu.pk)  
E-Mail: [dpic@uaf.edu.pk](mailto:dpic@uaf.edu.pk)

Phone #.041-9200898  
041-9200161 Ext.3503/3504

[store\\_officer@uaf.edu.pk](mailto:store_officer@uaf.edu.pk)

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

No.DPIC/150/2017/ 8521

Dated: 22-12-17

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 SK Global, having their registered office at **Office No.01, Ground Floor, Layallpur Regency Plaza, 949 – Mall Road, New Civil Lines, Faisalabad**, under Sales Tax No. 3277876118283 and National Income Tax No. 7160056-7 with phone No. 041-2626672, 0313-3299393 and Fax No. ~~041-262667~~ 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.

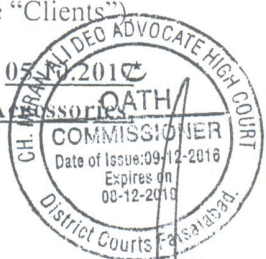
WHEREAS, the University of Agriculture, Faisalabad, is competent and responsible for concluding the Framework Contracts for the purchase of goods and for all the Administrative & Academic Departments, Directorates/Institutes, Sub Campus (hereinafter called as the "Clients")

WHEREAS, the University of Agriculture, Faisalabad, invited bids from the firms on 05-12-2017 for the Framework Contracts for the supply of Stationery, Computer Accessories, Miscellaneous & Electric items etc.,

(hereinafter called the goods to the Clients for the year 2017-2018.

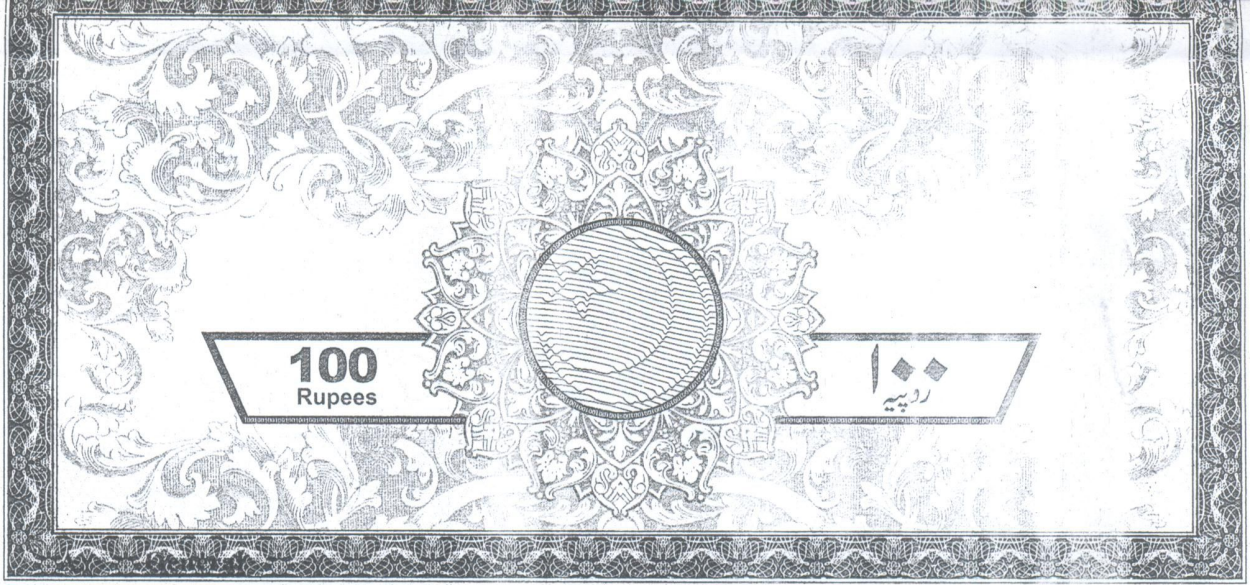
AND WHEREAS, bid of the Firm has been accepted.

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



**CH. IMRAN ALI DEO**  
ADVOCATE HIGH COURT  
**ATTESTED**  
OATH COMMISSIONER  
DISTRICT COURTS FAISALABAD.





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**

Sr. No.	Name of Items with specifications	Estimated quantity to be purchased	Rate Inclusive GST in Pak. Rupees
1	Wire 40/76 Double Core Flexible Newage/Pakistan/Exsn	10 Coil	Rs.3799.99 Coil

**C. Duration**

1. The Framework Contract shall commence from date of approval of the competent authority.
2. The Framework Contract shall remain in force till 30.06.2018.
3. The Firm shall be bound to accept all supply orders up to 30.06.2018.

**D. Quantity**

1. This Agreement is concluded with the Firm on 100% demand basis, where by, the Firm shall be bound to supply the quantity ordered by the UAF.

The Firm shall maintain sufficient stock of goods to meet the demand of UAF.

**Packing**

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

**F. Delivery**

**1. Period:**

- a. Normal Supply: Within 10 days from the date of issuance of first supply order and subsequently supply within 07 days and 20 days in case of printing material.
- b. Emergent Supply: Within three days.

Treasurer 2  
Ministry of Agriculture  
FAISALABAD



CH. IMRAN ALI DEO  
ADVOCATE HIGH COURT  
ATTESTED  
OATH COMMISSIONER  
DISTRICT COURTS FAISALABAD





3. **Late Delivery:** Director (P&IC) may, impose liquidated damages in case of late delivery/installation/commissioning except due to Force Majeure, @0.67% of the value of goods delivered/installed/commissioned 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 goods delivered/installed/commissioned late.

**G. Payment**

**1. Prerequisites:**

- a. Provision of satisfactory Inspection Certificate as per clause I.
- b. Deduction of Income Tax or production of an Exemption Certificate by the Firm from Income Tax Commissioner concerned
- c. Deduction of Sales Tax if applicable and simultaneously provision of prescribed Sales Tax Invoice showing the requisite amount of Sales Tax if applicable.

**2. Mode:**

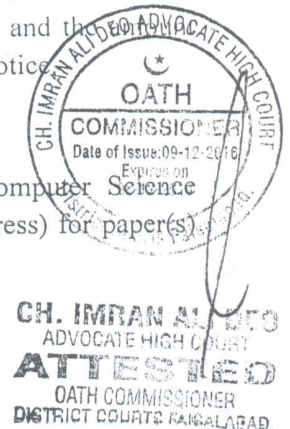
- a. Through crossed Cheque issued by the Treasurer, UAF.

**II. Warranty/Replacement:**

- a. Free of cost three months comprehensive on site with (parts and labor) as the case may be.
- b. If the goods become out of order within first three months of the delivery, the firm shall replace the whole goods (s).
- c. If the firm takes up the goods for replacement or repair, the firm shall provide the suitable backup within 72 hours. If the firm fails to do so, the replacement will be made at risk at expenses of the firm and the cost will be deducted from the performance security without notice.

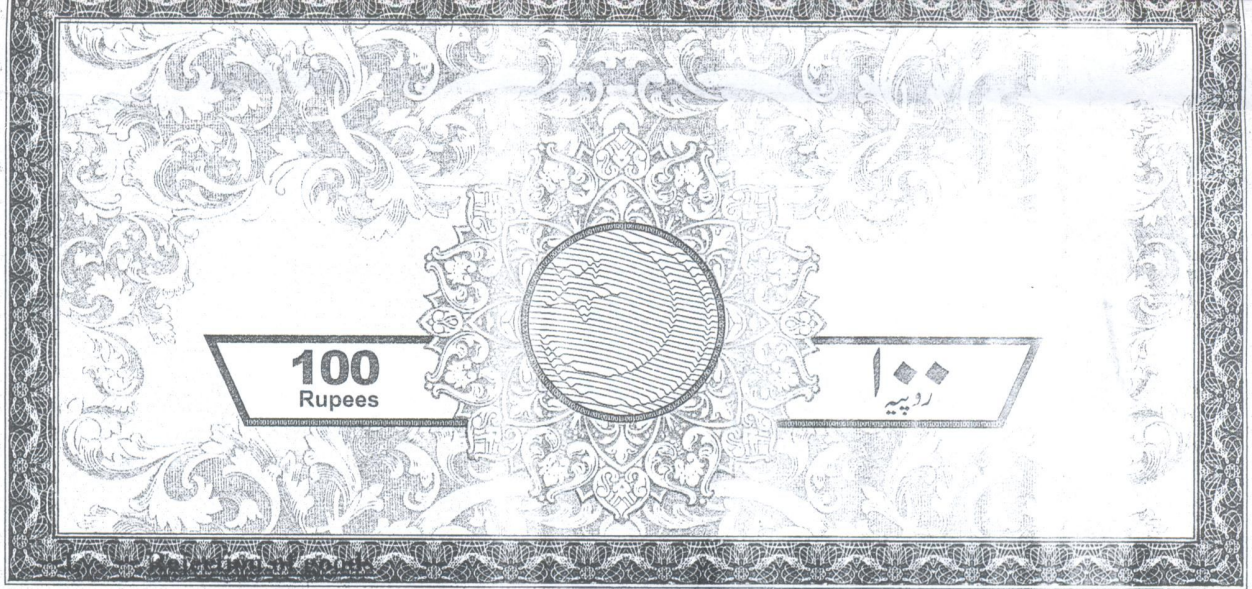
**I. Inspection**

1. **Inspecting Officer:** A member of the Tender Committee (Computer department) for computer accessories and Assistant Registrar (Press) for paper(s) and other items in accordance with the samples.
2. **Place:** Directorate of Procurement & Inventory Control, UAF.



**CH. IMRAN ALI**  
ADVOCATE HIGH COURT  
**ATTESTED**  
OATH COMMISSIONER  
DISTRICT COURTS FAISALABAD.





1. On Inspection, the Inspecting Officer may reject goods not conforming to specifications.
2. Where the good (s) 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 the rejection is justified, the good (s) shall stand rejected and shall be replaced by the Firm at its own risk and cost failing which the good (s) shall be purchased through the Directorate of Procurement & Inventory Control, University of Agriculture, Faisalabad at the cost of the Firm.

#### K. Security

1. **Performance Security:** A sum of Rs.100,000/- (Rupees One Hundred Thousand Only) have deposited by the Firm in the shape of Deposit at Call Receipt No. 00058274 date 05-12-17 as performance security.
2. **Release:** (i) performance security deposit shall be released within 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.
3. **Forfeiture:** Performance Security may be forfeited if;
  - (a) the Firm fails to execute any provision of this Agreement; and
  - (b) complaints are received against the goods or in respect of any deficiency and confirmed after due inquiry by the committee comprising Prof. Dr. Abdul Wahid, Convener/Controller of Examinations, Mr. Salman Afsar Awan, Lecturer, Deptt. of Computer Sciences, Mr. Mumtaz Ali, Assistant Registrar (Press), Mr. Sarfraz Rizwan, Accounts Officer (Co-ord.) and Dr. Shahid Afzal Gill, Director (DPIC). However, the firm shall be given opportunity of being heard and of adducing evidence. The Clients would then have a right to purchase the requisite good(s) from elsewhere without any notice and at the Firm's cost.

University of Agriculture  
FAISALABAD.

#### L. Progress Report

1. **Submission:** Every 30<sup>th</sup> days or as desired by the Directorate of Procurement & Inventory Control.

ADVOCATE HIGH COURT  
ATTESTED  
OATH COMMISSIONER  
DISTRICT COURTS FAISALABAD.





received; (d) rates and quantities of goods supplied to the University.

**M. Correspondence**

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

**N. Review of Rates**

The committee shall review the rates mentioned in the Agreement with the prevailing rates of the market on completion of six months. If in the opinion of the committee, the rates become considerably fall than the Agreement Rates. The firm will be bound to amend the rates accordingly, failing which the Director (DPIC) reserves the right to terminate the Agreement under clause "P".

**O. Cancellation/Suspension**

1. Complaints in respect of goods or any other violation(s) of this Agreement shall result in an inquiry by the Committee referred to in Sub-clause "3" of Clause "K". If contacting firm is held liable in the said inquiry, 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.
  - iii. Any other legal measure available.

**Termination for Default**

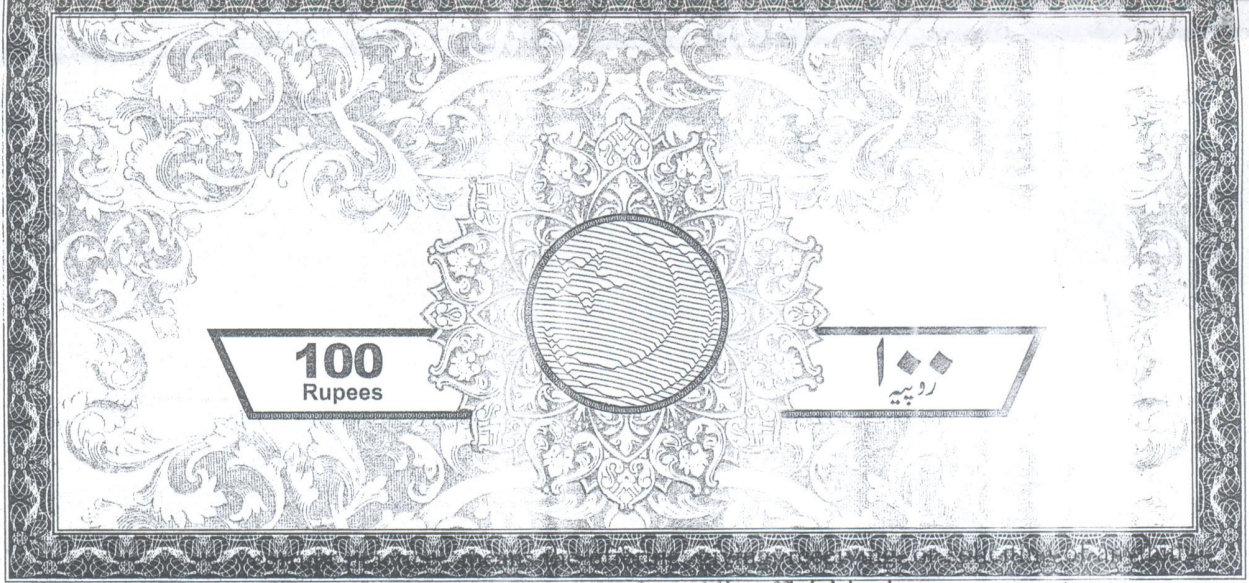
1. The Director (P&IC) without prejudice to any other remedy for breach of Agreement, by written notice of default sent to the firm, may terminate this Agreement in whole or in part:
  - (a) if the firm has engaged in corrupt or fraudulent practices in executing the Agreement.
  - (b) If the firm fails to deliver any or all of the Goods within the period(s) specified in the Agreement or within any extension thereof granted by the Director (DPIC).

For the purpose of this clause:

UNIVERSITY OF  
FAISALABAD

CH. IMRAN ALI DEO  
ADVOCATE HIGH COURT  
ATTESTED  
OATH COMMISSIONER  
DISTRICT COURT FAISALABAD





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 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.

2. In the event of termination of the Agreement in whole or in part.

the Director (P&IC) 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.

3. Notwithstanding, the Supplier 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 Agreement is the result of an event of Force Majeure.

4. For purposes of this clause, "Force Majeure"

means an event beyond the control of the firm and not involving the firm's 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.

Treasurer  
University of Agriculture  
QUAISAALABAD.

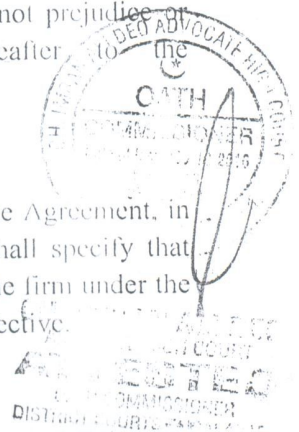
#### **Termination for Insolvency**

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).

#### **R. 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.

b







firm's receipt of notice of termination shall be accepted by the client at the Agreement terms and prices. For the remaining Goods, the Director(DPIC) may elect:

- (a) to have any portion completed and delivered at the Agreement terms and prices; and/or
- (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.

#### R. 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 see arbitration.
- ii. If the firm intends to go for arbitration, he shall have to give 30 days notice in writing informing the Director (DPIC) 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.
- 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 "P" "**Termination for Default**" and clause "R" "**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 on the account of such proceeding unless they are subject of the dispute. The arbitration ward shall be recorded in writing.

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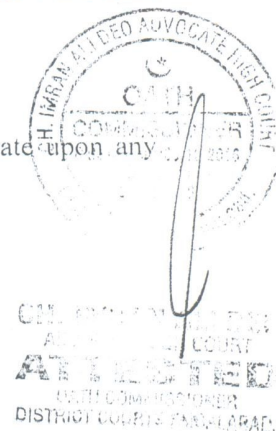
#### T. Other terms & conditions

As per bidding documents against Tender No.150/2017.

On behalf of the

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On behalf of the Firm



ON BEHALF OF THE  
FIRM  
ATTESTED  
BY THE  
DISTRICT COURT, FAISALABAD.





*[Signature]*  
TREASURER  
Treasurer  
University of Agriculture  
FAISALABAD.

Witnesses: *[Signature]*  
Name: *Sohail Anjum*  
Address: **RESEARCH ASSISTANT**  
Directorate of Procurement &  
Inventory Control  
University of Agriculture  
Faisalabad.

*[Signature]*  
PROPRIETER  
*[Circular Stamp]*

Witnesses: *[Signature]*  
Name: *AZEEM*  
Address: *Office #1, Grand floor, Lyallpur*  
*Regency Plaza, 9th Mall Road,*  
*New civil lines, Faisalabad*

*[Circular Stamp: OATH COMMISSIONER, DISTRICT COURTS FAISALABAD]*  
*[Signature]*  
OIL DEPARTMENT  
ADVOCATE HIGH COURT  
**ATTESTED**  
OIL COMMISSIONER  
DISTRICT COURTS FAISALABAD