

Phone #:041-9200898
/041-9200161 Ext.3503/3504
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E-Mail:dpic@uaf.edu.pk
store_officer@uaf.edu.pk

University of Agriculture, Faisalabad
(Directorate of Procurement & Inventory Control)

No./DPIC 4852-4951

Dated: 16-08-24

To

1. All Deans/Directors/Project Directors/Principal Officers
2. Principal Officer (Medical & Health Center-UAF)
3. Senior Medical Officer (Medical & Health Center-UAF)
4. Principal, UAF Sub Campus, T.T Singh
5. Principal, UAF Sub Campus, Burewala, Vehari
6. Principal Officer, (ITRCDB)
7. All Chairmen of Teaching Department in the University
8. All PIs of the Research and Development Projects
9. Senior Tutor/Hall Warden/Director Students Affairs
10. Resident Auditor, UAF
11. All Heads of Sections working under Registrar/Treasurer/Controller of Examinations
12. Headmaster/Headmistress, Jr. Lab. & Laboratory High School
13. Secretary to Vice Chancellor
14. P.A to Treasurer
15. Accounts Officer Pre-Audit

Subject: **FRAMEWORK CONTRACT FOR PURCHASE OF MEDICINES/INSULIN FOR MEDICAL AND HEALTH CENTRE-UAF (STAFF AND STUDENTS DISPENSARY) DURING THE FINANCIAL YEAR 2024-2025.**

Dear Sir,

It is intimated that on the recommendations of the committee constituted for subject purpose, the University has made subject Framework Contract with the following firms to be effective from 08.07.2024 to 30.06.2025.

Sr. No.	Name of Firms	Agreement No. & Date
1	M/s Oncolink Pharma Distributor, Lahore.	No./DPIC 4849 dated 16.08.2024
2	M/s Friends Enterprises, Faisalabad.	No./DPIC 4850 dated 16.08.2024

The copy of the Framework Contract can be downloaded from <https://web.uaf.edu.pk/Main/Tenders?Year=2024>. The Principal Officer (Medical & Health Center), Senior Medical Officer, and Principal Officers Sub Campuses, may place the supply order's for respective purchase directly to the firm as and when required.

Sincerely Yours,


MUHAMMAD ZAHEER
DIRECTOR (DPIC)

E-STAMP

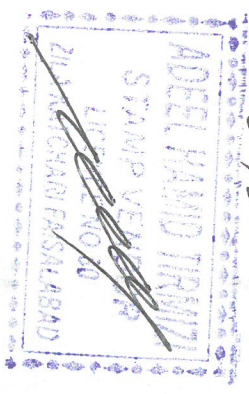


ID : **PB-FSD-3268BD885F71DAF06**
Type : **Low Denomination**
Amount : **Rs 100/-**

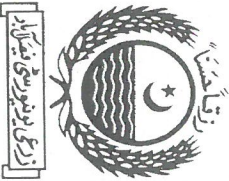


Scan for online verification

Description : CERTIFICATE OR OTHER DOCUMENT - 19
Applicant : MUHAMMAD AHMAD [33102-65558544-3]
S/O : MUHAMMAD USMAN
Agent : Self
Address : FSD
Issue Date : 18-Jul-2024 3:25:32 PM
Delisted On/Validity : 25-Jul-2024
Amount in Words : One Hundred Rupees Only
Reason : FOR AGRICULTURE UNIVERSITY FAISALABAD
Vendor Information : Syed Adeel Hamid | PB-FSD-80 | District Courts



نوٹ: یہ کوڑیکوڈیں تاریخ اجراء سات دنوں تک کے لیے قابل استعمال ہیں۔ اسے دستیابی کی تصدیق یڈیو ویب سائٹ، کیوڈ کوڈ یا ایس ایم ایس سے کی جا سکتی ہے۔
Type "eStamp <16 digit eStamp Number>" send to 8100



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

Phone #: 041-9200898
041-9200161 Ext.3503/3504
Website: www.uaf.edu.pk
E.Mail: dpic@uaf.edu.pk
Store_officer@uaf.edu.pk

No./DPIC 4850
Dated: 16-08-24

FRAMEWORK CONTRACT

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

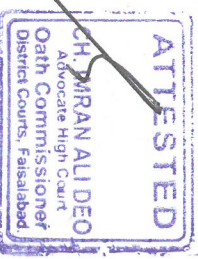
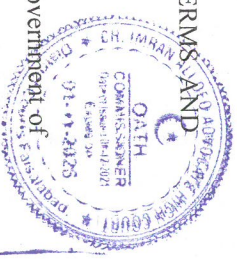
Between
The University of Agriculture, Faisalabad through Treasurer, University of Agriculture, Faisalabad.

AND

M/s Friends Enterprises having their registered office at 40/8, Al-Rafiq Plaza Behind State Bank of Pakistan, New Civil Lines, Faisalabad. Under National Tax Number (NTN) 3775644-3 with phone No. 041-2648310 which expression shall, unless the context requires otherwise, includes its successors-in-interest, executors, administrators, representatives and assignees (hereinafter referred to as the "Firm") of the OTHER PART.
WHEREAS, the University of Agriculture, Faisalabad, is competent and responsible for concluding the Framework Contracts for the purchase of medicines (hereinafter called as the "Clients")
WHEREAS, the University of Agriculture, Faisalabad, invited bids from the firms on 05.03.2024
WHEREAS, the University of Agriculture, Faisalabad, invited bids from the goods to the Clients for the year 2024-2025.
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

1. This Framework Contract shall be subject to the following:
All relevant Laws/Rules/Regulations/Notifications/Instructions/Directions of UAF and the Government of the Punjab.



E-STAMP

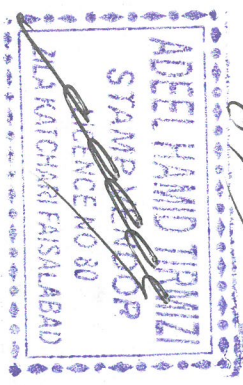


ID : **PB-FSD-383EC2BFC9322AD9**
Type : **Low Denomination**
Amount : **Rs 100/-**



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S/O : MUHAMMAD USMAN
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Address : FSD
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Amount in Words : One Hundred Rupees Only
Reason : FOR AGRICULTURE UNIVERSITY FAISALABAD
Vendor Information : Syed Adeel Hamid | PB-FSD-80 | District Courts



نوٹ: یہ کوڑیکوڈن تاریخ اجراء سے سات دنوں تک کے لیے قابل استعمال ہے۔ اسے دستیابی کی تصدیق بذریعہ ویب سائٹ، کھولنا ضروری نہیں ہے۔ اس سے کی جا سکتی ہے۔
Type "eStamp <16 digit eStamp Number>" send to 8100

B. Description

Sr. No.	Name of Item/Insulin	Company/Brand	Price Per Unit
1.	Short Acting Insulin Regular Insulin 10ml 100IU/ml Insugret-R	(Getz Pharma Pvt., Ltd.) Pakistan	Rs.765/-10ml
2.	Intermediate Acting Insulin NPH Insulin 10ml 100IU/ml Insugret-N NPH	(Getz Pharma Pvt. Ltd.,) Pakistan	Rs.765/- 10ml
3.	Biphasic Isophane Insulin (Mix) 70/30 Insulin 10ml 100IU/ml Insugret 70/30	(Getz Pharma Pvt. Ltd.,) Pakistan	Rs.714/- 10ml

C. Duration

- i. The Framework Contract shall commence w.e.f. signing of contract 18.07.2024
- ii. The Framework Contract shall remain in force till 30.06.2025
- iii. The Firm shall be bound to accept all supply orders up to 30.06.2025
- iv. The Framework Contract will be extended for further six months with the consent of both parties.

D. Quantity

- i. The estimated demand for year 2024-25 is as per annexure C. However, this Framework Contract is concluded with the Firm on 100% demand basis, whereby, the Firm shall be bound to supply the quantity ordered by the Senior Medical Officer (S.M.O.) or its sub-campuses through principals.
- ii. The Firm shall maintain sufficient stock of medicines to meet the demand of UAF.

E. Packing

Standard packing shall be arranged by the Firm for supply of the goods at the Client's end. Moreover, the packing shall contains the words "UAF Property" "Not for Sale" in in-delible ink

F. Delivery

- i. Period: within 7 days
- ii. In case of emergency within 24 hours. The Senior Medical Office or Principal Office, Health Centre UAF shall place emergency order via email or whatsapp on the number specified by the firm. Failing which within 24 hours then the UAF may purchase from market at the risk and cost of the firm without any intimation.
- iii. Place: Client (s)'s end in Health Centre, UAF.
- iv. If the firm fail to give delivery within stipulated period mentioned in clause No.1 then UAF can purchase at risk & Cost of the firm.

G. Late Delivery in case F (i)

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

H. Payment



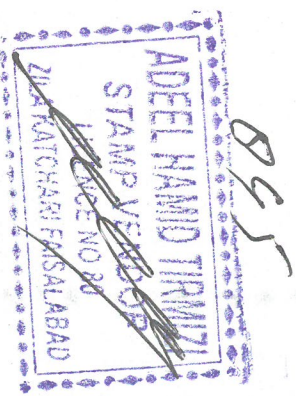


ID : PB-FSD-552C0338275DE600
Type : Low Denomination
Amount : Rs 100/-



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Delisted On/Validity : 25-Jul-2024
Amount in Words : One Hundred Rupees Only
Reason : FOR AGRICULTURE UNIVERSITY FAISALABAD
Vendor Information : Syed Adeel Hamid | PB-FSD-80 | District Courts



نوٹ: یہ کوڑکشمں تاریخ اجراء سات دنوں تک کے لیے قابل استعمال ہے۔ اسے کسی تبدیلی پذیر ورتہ سمیت، کوڑکوز کوڑا ایس ایم ایس سے کی جا سکتی ہے۔
Type "eStamp <16 digit eStamp Number>" send to 8100

- a. Prerequisites:**
- i. Provision of satisfactory Inspection Certificate as per clause I.
 - ii. Deduction of Income Tax (or production of an Exemption Certificate by the Firm from Income Tax Commissioner concerned.
 - iii. Firm shall provide sample of medicines for DTL and cost of drugs testing laboratory report. However, if DTL certificate for the batch supplied has been obtained by the firm, then manufacturer/DTL testing Lab of the Govt. shall be provided by vendor. In this case, no further testing is required. Furthermore, DTL may also be got carried out in above mentioned cost at the option of the SMO, if needed in any case.

- b. Mode:**
- i. Deductions through University of Agriculture, Faisalabad, Pre-Audit Section.
 - ii. Through crossed Cheque issued by the Treasurer, UAF or his representative.

I. Shelf life

- i. The Shelf life of each batch of the medicines supplied must be according to the production standards prescribed as in tender documents of Health department Government of the Punjab. The supplier will show the date of manufacturing and date of expiry in the invoice and will supply the fresh batch of medicine. Otherwise expired period of shelf life shall be adjusted proportionally against the price of the specified medicines. Shelf life with imposition of 1% penalty charges of actual shortfall in shelf life below prescribed limit. In case of biotechnical products (Insulin) shelf life up to 70% will be accepted without penalty charges and up to 60% with imposition of 1% plenty charges.

J. Transportation/Delivery Requirements

- i. The Supplier shall arrange such transportation of the drugs and medicines as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement. The goods shall be delivered through reputable courier service having following features to ensure quality, quantity, safety & efficacy of supplied medicines & surgical disposable items:
 - a. Traceable online dispatch and delivery record
 - b. Dispatch facilities as per labeled requirements of medicines like maintenance of temperature, humidity etc. of the supplies
- ii. All costs associated with the transportation including loading/unloading of drugs and medicines and road taxes shall be borne by the Supplier.
- iii. All cold chain (perishable) items must be delivered in a safe and proper manner, prescribed for such type of items.

K. Inspection

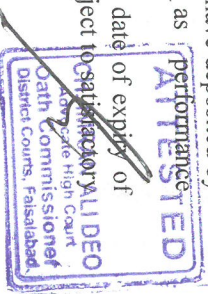
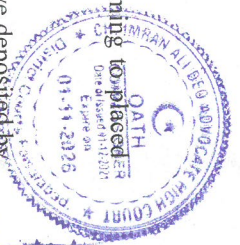
- i. Authority: Senior Medical Officer, University of Agriculture, Faisalabad (UAF).
- ii. Inspecting Officer: Senior Medical Officer, UAF.
- iii. Place: Health Centre, UAF.

L. Rejection of Medicines

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

M. Security

- i. **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. 2582981 date 13.06.24 as **performance security.**
- ii. **Release:** (i) performance security deposit shall be released after three month from the date of expiry of framework contract or last delivery as per the Framework Contract whichever is later subject to satisfactory order.



E-STAMP



ID : PB-FSD-3FE470E1D9FA3BF8
Type : Low Denomination
Amount : Rs 100/-



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S/O : MUHAMMAD USMAN
Agent : Self
Address : FSD
Issue Date : 18-Jul-2024 3:25:33 PM
Delisted On/Validity : 25-Jul-2024
Amount in Words : One Hundred Rupees Only
Reason : FOR AGRICULTURE UNIVERSITY FAISALABAD
Vendor Information : Syed Adeel Hamid | PB-FSD-80 | District Courts



نوٹ: یہ یوزر کوڈ میں تاریخ اجراء سات دونوں کے لیے قابل استعمال ہے۔ اسے ایسی کسی تصدیق پر یوزر کوڈ یا ایس ایم کے ساتھ بھیجیں۔
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iii. execution of; (a) all supply orders issued within the validity of the framework contract; (b) all other Terms and Conditions of Tender No.07/2024 forming part of this Framework Contract.
Forfeiture: Security shall be forfeited if; (a) the firm fails to execute any provision of this Contract and (b) complaints are received against the good (s) or in respect of any deficiency and confirmed after due enquiry by the committee comprising Principal Officer, Medical Health Centre, Senior Medical Officer, and Director, DPIC in which case the firm shall be given opportunity of being heard and of adducing evidence. The Clients would then have a right to purchase the requisite material (s) from elsewhere without any notice and at the Firm's cost.

N. Correspondence

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

O. Cancellation/Suspension

Complaints in respect of medicines or any other violation (s) of this Contract shall result in any inquiry by the Principal Officer (Medical Health Centre). If contacting firm is held liable in the said inquiry the following actions (either or all) may be taken by the authority mentioned at K (iii) above:

- i. Suspension of this Agreement/Framework Contract
- ii. Cancellation of this Agreement/Framework Contract.
- iii. Forfeiture of Security.
- iv. Blacklisting.
- v. Any other legal measure available.

P. Cancellation/Termination

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

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

Q. Termination for Default

1. The University of Agriculture, Faisalabad (Purchaser), without prejudice to any other remedy for breach of Contract, by written notice of default sent to the firm, may terminate this contract in whole or in part.

- a) if the firm fails to deliver any or all of the Goods within the period (s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to specific terms of the contract; or
- b) if the firm fails to perform any other obligation(s) under the Contract;

c) if the firm in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract for the purpose of this clause:
"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusion, artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

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



R. Force Majeure:-

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

S. Termination for Insolvency:-

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

T. Termination for Convenience

1. The Purchaser, by written notice sent to the firm, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination if for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
2. The Goods that are complete and ready for shipment within thirty (07) days after the firm's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - a) to have any portion completed and delivered at the Contract terms and prices; and/or
 - b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods

U. Settlement of Disputes:

1. The dispute shall be referred to the Vice Chancellor, UAF for settlement. His decision shall be final and binding on both the parties. The work under the contract shall if reasonably possible continue, under the proceedings before the Vice Chancellor and no payments payable by the Purchaser shall be withheld on the account of such proceeding unless they are subject of the dispute.
2. Prior Notice for arbitration: If the supplier intends to go for arbitration, he shall have to give 30 days' notice in writing informing the purchaser of his intention to refer to the points of differences or dispute of arbitration. He shall have to define clearly the point of difference and or dispute in his notice.

V. Manufacturing and Expiry Date.

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



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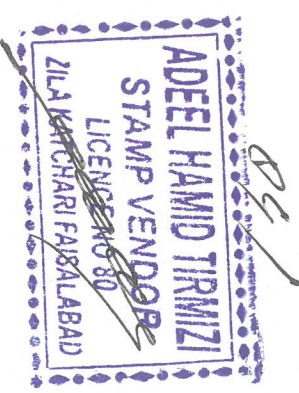


ID : PB-FSD-11DD97DDA29813D0
Type : Low Denomination
Amount : Rs 100/-



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S/O : MUHAMMAD USMAN
Agent : Self
Address : FSD
Issue Date : 18-Jul-2024 3:28:30 PM
Delisted On/Validity : 25-Jul-2024
Amount in Words : One Hundred Rupees Only
Reason : FOR AGRICULTURE UNIVERSITY FAISALABAD
Vendor Information : Syed Adeel Hamid | PB-FSD-80 | District Courts



نوٹ: یہ وارنٹیکشن تاریخ اجراء سات دنوں تک کے لیے قابل استعمال ہے۔ اس اسٹامپ کی تصدیق یونیورسٹی کوٹاہ فیصلہ سٹیجی ہے۔
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Type "eStamp <16 digit eStamp Number>" send to 8100

on behalf of the
University of Agriculture, Faisalabad

TREASURER *[Signature]*
Witnesses: _____

Name: _____
UNIVERSITY OF AGRICULTURE
FAISALABAD

Address: _____

[Signature]
Director (DPIC)
University of Agriculture,
Faisalabad.

on behalf of the firm
PROPRIETOR *[Signature]*
Witnesses: _____

Name: *Kamal Yousef*
Address: *Civil Lines, FSD*

Address: _____
[Signature]
FRIENDS ENTERPRISES
FAISALABAD



E-STAMP



ID: PB-LHR-7106E46A390FB5BE
Type: Low Denomination
Amount: Rs 100/-

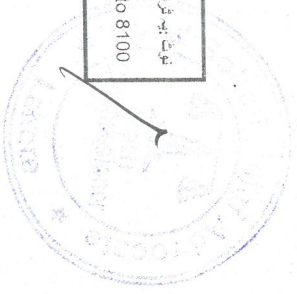


Scan for online verification

Description : CERTIFICATE OR OTHER DOCUMENT - 19
Applicant : ONCOLINK PHARMA DISTRIBUTORS [300000-0000000-0]
Representative From : ONCOLINK PHARMA DISTRIBUTORS
Agent : SHAHID SHARIF [35201-4528769-3]
Address : LAHORE
Issue Date : 22-Jul-2024 1:01:03 PM
Delisted On/Validity : 29-Jul-2024
Amount in Words : One Hundred Rupees Only
Reason : UNDERTAKING
Vendor Information : Muhammad Amir Raza | PB-LHR-1115 | Singhpura China Scheme

MUHAMMAD AMIR RAZA
PB-LHR-1115
Singh Purana China Scheme Lahore

نوٹ: یہ قمرانز مینٹن تاریخ اور اسے متک دون تک کے لیے قابل استعمال ہے اور اسٹیپ کی تصدیق خذیب ویب سائٹ سے عوار عود یا اس ایس سے کی جا سکتی ہے۔
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UNIVERSITY OF AGRICULTURE, FAISALABAD DIRECTORATE OF PROCUREMENT & INVENTORY CONTROL (DPIC)

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

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

No./DPIC 4849

Dated: 16-08-24

FRAMEWORK CONTRACT

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

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

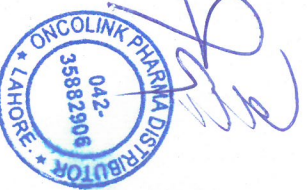
AND

M/S Oncolink Pharma Distributor having their registered office at 216-A New Muslim Town Lahore under National Income Tax #(NTN) 2933056-5 with phone No. 042-35882906 which expression shall, unless the context requires otherwise, includes its successors-in-interest, executors, administrators, representatives and assigns (hereinafter referred to as the "Firm") of the OTHER PART.
WHEREAS, the University of Agriculture, Faisalabad, is competent and responsible for concluding the Framework Contracts for the purchase of medicines (hereinafter called as the "Clients")
WHEREAS, the University of Agriculture, Faisalabad, invited bids from the firms on 05-03-2024 Framework Contracts for the supply of medicines (hereinafter called the goods to the Clients for the year 2024-2025.

AND WHEREAS, bid of the Firm has been accepted.
NOW, THEREFORE, THE PARTIES HAVE ENTERED INTO AN AGREEMENT ON THE TERMS AND CONDITIONS STATED HEREIN BELOW:

- A. **General**
This Framework Contract shall be subject to the following:
I. All relevant Laws/Rules/Regulations/Notifications/Instructions/Directions of UAF and the Government of the Punjab.
B. **Description**

Sr. No.	Name of Item/Insulin	Company /Brand	Amount.
1.	Rapid Acting Insulin Apidra Solo Star 100IU /ml 5x3ml	(Sanofi)	Rs.5138.78 (05 Pre-filled Pens 3ml)
2.	Long acting Insulin Lantus Solo Star 100IU /ml 5x3ml	(Sanofi)	Rs.6859.79 (05 Pre-filled Pens 3ml)
3.	Ultra Long Acting Insulin Toujeo 300IU /ml 3x1.5ml	(Sanofi)	Rs.7752.33-05 (05 Pre-filled Pens 3ml)



C. **Duration**

- The Framework Contract shall commence w.e.f. signing of contract
- The Framework Contract shall remain in force till 30-06-25
- The Firm shall be bound to accept all supply orders up to 30-06-25
- The Framework Contract will be extended for further six months with the consent of both parties.

MUHAMMAD AMIR RAZA
PB-LHR-1115
Singh Purana China Scheme Lahore

E-STAMP

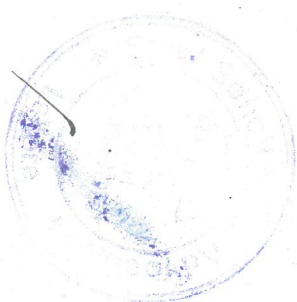


ID : **PB-LHR-37051F34089CDFB7**
Type : **Low Denomination**
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Representative From : ONCOLINK PHARMA DISTRIBUTORS
Agent : SHAHID SHARIF [35201-4528769-3]
Address : LAHORE
Issue Date : 22-Jul-2024 1:01:03 PM
Delisted On/Validity : 29-Jul-2024
Amount in Words : One Hundred Rupees Only
Reason : UNDERTAKING
Vendor Information : Muhammad Amir Raza | PB-LHR-1115 | Singhpura China Scheme



TESTED
The estimated demand for year 2024-25 is as per annexure C. However, this Framework Contract is concluded with the firm on 100% demand basis whereby the firm shall be bound to supply the quantity ordered by the Senior Medical Officer (S.M.O.) or its sub-campuses through principals.
The Firm shall maintain sufficient stock of medicines to meet the demand of UAF.
Packing
Standard packing shall be arranged by the Firm for supply of the goods at the Client's end. Moreover, the packing shall contains the words "UAF Property" "Not for Sale" in in-delible ink
Delivery
Period: within 7 days
In case of emergency within 24 hours. The Senior Medical Officer or Principal Office, Health Centre UAF shall place emergency order via email or whatsapp on the number specified by the firm. Failing which within 24 hours then the UAF may purchase from market at the risk and cost of the firm without any intimation.
Place: Client (s) 's end in Health Centre, UAF.
If the firm fail to give delivery within stipulated period mentioned in clause No.1 then UAF can purchase at risk & Cost of the firm.
Late Delivery in case F (I)
In case of late delivery the liquidated damages, if imposed, will be recovered at the rate of up to 0.67% of the value of stores supplied late per day or a part of a period exceeding the original delivery period, subject to the provision that the total liquidated damages thus imposed will not exceed 10% of the total value of the stores delivered late.

H. Payment
Prerequisites:
i. Provision of satisfactory Inspection Certificate as per clause I.
ii. Deduction of Income Tax (or production of an Exemption Certificate by the Firm from Income Tax Commissioner concerned.
iii. Firm shall provide sample of medicines for DTL and cost of drugs testing laboratory report. However, if DTL certificate for the batch supplied has been obtained by the firm, then manufacturer/DTL testing Lab of the Govt. shall be provided by vendor. In this case, no further testing is required. Furthermore, DTL may also be got carried out in above mentioned cost at the option of the SMO, if needed in any case.
Mode:
i. Deductions through University of Agriculture, Faisalabad, Pre-Audit Section.
ii. Through crossed Cheque issued by the Treasurer, UAF or his representative.
Shelf Life
i. The Shelf life of each batch of the medicines supplied must be according to the production standards prescribed as in tender documents of Health department Government of the Punjab. The supplier will show the date of manufacturing and date of expiry in the invoice and will supply the fresh batch of medicine. Otherwise expired period of shelf life shall be adjusted proportionally against the price of the specified medicines. Shelf life with imposition of 1% penalty charges of actual shortfall in shelf life below prescribed limit. In case of biotechnical products (Insulin) shelf life up to 70% will be accepted without penalty charges and up to 60% with imposition of 1% plenty charges.

J. Transportation/Delivery Requirements
i. The Supplier shall arrange such transportation of the drugs and medicines as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement. The goods shall be delivered through reputable courier service having following features to ensure quality, quantity, safety & efficacy of supplied medicines & surgical disposable items:
a. Traceable online dispatch and delivery record
b. Dispatch facilities as per labeled requirements of medicines like maintenance of temperature, humidity etc. of the supplies
ii. All costs associated with the transportation including loading/unloading of drugs and medicines and road taxes shall be borne by the Supplier.
iii. All cold chain (perishable) items must be delivered in a safe and proper manner, prescribed for such type of items.

K. Inspection
i. Authority: Senior Medical Officer, University of Agriculture, Faisalabad (UAF).
ii. Inspecting Officer: Senior Medical Officer, UAF.
iii. Place: Health Centre, UAF.
L. Rejection of Medicines
i. The medicine shall be rejected by the Senior Medical Officer if the same are not conforming to placed order.



E-STAMP

MUHAMMAD AMIR RAZA
PB-LHR-1115
Singh Pura China Scheme Lahore

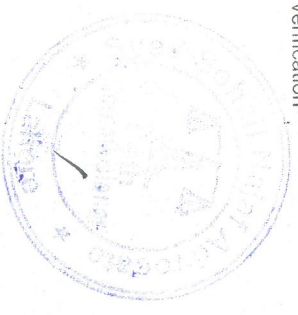


ID : PB-LHR-45C8DE9F7AD697FC
Type : Low Denomination
Amount : Rs 100/-



Scan for online verification

Description : CERTIFICATE OR OTHER DOCUMENT- 19
Applicant : ONCOLINK PHARMA DISTRIBUTORS [30000-0000000-0]
Representative From : ONCOLINK PHARMA DISTRIBUTORS
Agent : SHAHID SHARIF [35201-4528769-3]
Address : LAHORE
Issue Date : 22-Jul-2024 1:01:03 PM
Delisted On/Validity : 29-Jul-2024
Amount in Words : One Hundred Rupees Only
Reason : UNDERTAKING
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نوٹ: فریئر رجسٹرڈ اور اس سے سٹامپ نکلنے کے لیے قبل استعمال سے اس سٹامپ کی تصدیق پزیر رہیں۔ سٹامپ غلط طور پر ایس سے کی جا سکتی ہے۔
Type "eStamp <16 digit eStamp Number>" send to 8100

ATTESTED
Sgt. J. Iqbal Advocate
D.A.R. Commissioner Lahore

- M. **Security**
 - i. **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. 00109838 date 24-6-24 as performance security.
 - ii. **Release:** (1) performance security deposit shall be released after three month from the date of expiry of framework contract or last delivery as per the Framework Contract whichever is later subject to satisfactory execution of; (a) all supply orders issued within the validity of the framework contract; (b) all other Terms and Conditions of Tender No.07/2024 forming part of this Framework Contract.
 - iii. **Forfeiture:** Security shall be forfeited if: (a) the firm fails to execute any provision of this Contract and (b) complaints are received against the good (s) or in respect of any deficiency and confirmed after due enquiry by the committee comprising Principal Officer, Medical Health Centre, Senior Medical Officer, and Representative of Treasurer in which case the firm shall be given opportunity of being heard and of adducing evidence. The Clients would then have a right to purchase the requisite material (s) from elsewhere without any notice and at the Firm's cost.
- N. **Correspondence**

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

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

The University reserves the right to terminate the contract and/or forfeit the security without prior notice to the firm, if the firm:-
i. Sublets the goods.
ii. Provides unsatisfactory goods.
iii. Shows non-responsive attitude.
iv. Misbehave with any University employee.
- Q. **Termination for Default**

The University of Agriculture, Faisalabad (Purchaser), without prejudice to any other remedy for breach of Contract, by written notice of default sent to the firm, may terminate this contract in whole or in part.
a) If the firm fails to deliver any or all of the Goods within the period (s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to specific terms of the contract; or
b) if the firm fails to perform any other obligation(s) under the Contract;
c) if the firm in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract for the purpose of this clause.
"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
"fraudulent practice" means a misrepresentation of 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 Bidder (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 the Purchaser terminates the Contract in Whole or in part, pursuant to this clause, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and Supplier shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue performance of the Contract to the extension not terminated.
- R. **Force Majeure:-**

Notwithstanding the other provisions of the contract, the firm shall not be liable for forfeiture of its Performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires floods, epidemics,



E-STAMP

MUHAMMAD AMIR RAZA
PB-LHR-1115
Singh Pura China Scheme Lahore



ID : PB-LHR-5D16DD6DD094208CD
Type : Low Denomination
Amount : Rs 100/-



Scan for online verification

Description : CERTIFICATE OR OTHER DOCUMENT - 19
Applicant : ONCOLINK PHARMA DISTRIBUTORS [300000-00000000-01]
Representative From : ONCOLINK PHARMA DISTRIBUTORS
Agent : SHAHID SHARIF [35201-4528769-3]
Address : LAHORE
Issue Date : 22-Jul-2024 1:02:34 PM
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Amount in Words : One Hundred Rupees Only
Reason : UNDERTAKING
Vendor Information : Muhammad Amir Raza | PB-LHR-1115 | Singhpura China Scheme

نوٹ: یہ ٹرانزیکشن تاریخ اجرا سے سات دنوں تک کی قابل استعمال ہے۔ اس کی تصدیق یازیب ویت سٹامپ کوڈ یا ایس این سے کی جا سکتی ہے۔
Type "eStamp <16 digit eStamp Number>" send to 8100



ATTESTED
Muhammad Amir Raza
Proprietor
Oncolink Pharma Distributors
Lahore

S. Termination for Insolvency:-

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

T. Termination for Convenience

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

2. The Goods that are complete and ready for shipment within thirty (07) days after the firm's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

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

U. Settlement of Disputes:

1. The dispute shall be referred to the Vice Chancellor, UAF for settlement. His decision shall be final and binding on both the parties. The work under the contract shall if reasonably possible continue, under the proceedings before the Vice Chancellor and no payments payable by the Purchaser shall be withheld on the account of such proceeding unless they are subject of the dispute.

2. Prior Notice for arbitration. If the supplier intends to go for arbitration, he shall have to give 30 days' notice in writing informing the purchaser of his intention to refer to the points of differences or dispute of arbitration. He shall have to define clearly the point of difference and or dispute in his notice.


V. Manufacturing and Expiry Date.

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


On behalf of the
University of Agriculture, Faisalabad

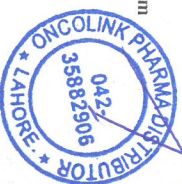
on behalf of the Firm

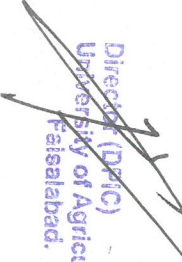
TREASURER

Witnesses: 
Name: TREASURER
UNIVERSITY OF AGRICULTURE
FAISALABAD
Address: _____

PROPRIETTER

Witnesses: 
Name: Fahad Anwar
Address: 816 - A New Pakistan Town Lahore.




Director (DPIC)
University of Agriculture,
Faisalabad.