

**CONTRACT AGREEMENT
FOR**

**SUPPLY OF STATIONERY & OTHER MISCELLANEOUS STORE ITEMS
Tender ID; “_____”**

BY AND BETWEEN

UNIVERSAL SERVICE FUND

AND

M/S _____

MADE AS OF

___ Day of Month, 2022

At Islamabad

CONTRACT AGREEMENT

This Agreement for SUPPLY OF STATIONERY & OTHER MISCELLANEOUS STORE ITEMS, made on the ___day of month, 2022

Between

Universal Services Fund a company incorporated under Section 42 of Companies Act 2017 (Previously known as the Companies Ordinance,1984), having its registered office at 3rd Floor, Evacuee Trust Complex, Agha Khan Avenue, Islamabad, Pakistan (hereinafter referred to as “USF” which expression shall, unless repugnant to the context and contrary to the meaning thereof shall include its successors-in-interest, administrators, legal representatives, executors and assigns) of the FIRST PART.

AND

M/S _____, company incorporated under Companies Act 2017 (Previously known as the Companies Ordinance,1984), Having its registered office @ _____, Islamabad., Pakistan (hereinafter referred to as the “**Service Provider**” which expression shall where the context so allows include his/its successors-in-interest, executors, administrators, heirs and permitted assigns) of the Other Part.

(USF and the Service Provider shall hereinafter be collectively referred to as ‘Parties’ and individually as ‘Party’ as the context of this Contract requires or permits).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. M/s _____ agree to **SUPPLY OF STATIONERY & OTHER MISCELLANEOUS STORE ITEMS** to USF for a period of One (01) years effected from ___ Day of Month, 2022 to __ Day of Month 2023 to USF.
2. The following Annexures shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - A. Request For Application (RFP)
 - B. Terms of Reference (TOR)
 - C. Technical Proposal
 - D. Financial Proposal
 - E. LOI/ LOA
 - F. Bid Clarifications
 - G. Integrity Pact

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

1. GENERAL PROVISIONS

1.1 DEFINITIONS AND INTERPRETATION

The following words and expressions shall have the meaning assigned to them as defined hereunder:

“RFP” means this Request for Proposal.

“RULES” means PPRA rules.

“Corrupt Practice” includes offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.

“Fraudulent Practice” includes any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

“Collusive Practice” includes an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.

“Coercive Practice” includes impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

“Obstructive Practice” includes deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede USF investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation

2. TERM OF THE CONTRACT

- 2.1 The Term of the Agreement shall be Twelve (12) months commencing from the date of signing (“Effective Date”) of this Contract.

3. GENERAL CONDITIONS:

- 3.1 Any Purchase Order, which is not signed by the authorized person of USF, shall not be entertained.
- 3.2 The supply of items should be in accordance with the Purchase Order and checked and verified on daily basis. The rejected office stationery items must be taken back on the same day.
- 3.3 Service Provider’s employee shall not be allowed to visit any department of the USF. Clarifications, if any should be referred to the USF Official mentioned as above.
- 3.4 Service Provider shall make its own arrangement of storage and movements of Stationery and other misc. items at its own risk.
- 3.5 Service Provider shall be responsible for any loss, damage or pilferage of any of company’s material taking-place through or by the negligence or carelessness of its employee, and Service Provider shall liable to reimburse the loss suffered by the USF.
- 3.6 All supply items will be subject to payment only after ensuring that the quality and quantity of the said items are supplied as required.
- 3.7 Service Provider is not allowed to sublet, delegate or transfer to any other party the rights of this job contract.

3.8 Service Provider will be liable to deliver the stationery and Other Miscellaneous Store Items within the stipulated period of time as mentioned in purchase order. In case of failure on the part of Service Provider, USF reserves the rights to impose penalty on the Service Provider at the rate of 0.15% of the purchase price, for each day of delay beyond the delivery date, maximum upto 10% of the total price of the delayed items.

3.9 USF have the right to terminate the said contract, if Service Provider fails to abide by the terms and conditions of the contract.

3.10 The stationary items will be available on all working days.

3.11 Service Provider shall ensure following checks and control at the time of supply of items:

- a. No amendment in Purchase Order shall be accepted.
- b. After the list is completed a parallel line will be drawn beneath the last line so that no entries can be made thereafter.
- c. The requesting Officer/Store Supervisor shall ensure that he has received all the items as per PO.

4. DELIVERY OF GOODS

4.1 All Stationary, miscellaneous items and Printer / Photocopier Toners etc. shall be delivered within seven (7) working days at USF office against issuance of monthly purchase order as per prices locked through tender.

4.1 The Service Provider must immediately replace the faulty item/toner with new item/toner free of cost in case of any fault occurs during use.

4.3 For supply of toners following shall be taken into consideration:

1. Service Provider shall only provide toners manufactured by original manufacturer.

2. Refilled, refurbished and Counterfeit products are not acceptable and legal action shall be taken in that case.

4.4 Required stationery items mentioned in Annex-B (ToR's) are selected based on our satisfactory experience, however, any equivalent item(s) may also be quoted.

5. PRICE AND TIME SCHEDULE:

5.1 All prices shall be in Pak Rupees and DDP as defined in Incoterms 2020. Any exchange rates fluctuations shall be the responsibility of the Service Provider and USF shall not give any price escalation on that account.

5.2 All payments will be subject to the active taxpayer status of the service provider at the time of release of payment. If service providers status is not active on ATL (Sales & Income Tax); no payment shall be made till their status becomes active on ATL (Sales & Income Tax) of FBR.

5.3 The service provider shall pay all such taxes, Stamp duty or other duties, fees and other impositions levied under the applicable law, the amount of which is deemed to have been included in the financial bid.

6. PAYMENT OF BILLS:

6.1 Payment shall be processed within fifteen (15) days after receipt of original commercial / GST invoice duly issued in line with respective months purchase order. Service Provider shall submit invoice after delivery of goods/services. A copy of Purchase Order and Delivery Challan shall be attached with the bill as an evidence of supplies.

6.2. Payments shall be subject to deduction of all applicable taxes & Liquidated Damages (if any) at prevalent rate from the relevant invoices of the Service Provider and paid to the tax authorities, except those especially exempted by the tax authorities. USF will issue certificate of deductions to the Service Provider to enable him to settle tax returns with the tax authorities.

7. FORCE MAJEURE

7.1 If and to the extent that a Party's performance of any of its obligations pursuant to this Agreement is prevented, hindered or delayed by reason of a Force Majeure Event and such non-performance, hindrance or delay could not have been prevented by reasonable foresight or precautions, and cannot reasonably be circumvented through the use of alternate sources, work-around plans or other means, then the non-performing, hindered or delayed Party may give written notice (a "Force Majeure Notice") to the other Party within 03 business days of occurrence of such event. Subsequently SP shall provide initial evidence in support of the notice within 03 business days after such notice.

7.2 A Force Majeure Notice shall contain reasonable particulars of the Force Majeure Event in question and the effect of such Force Majeure Event as it relates to the obligations of the non-performing, hindered or delayed Party

7.3 Where a Force Majeure Certification has been issued in response to the Force Majeure Notice of either Party, such non-performance, hindrance or delay, as applicable, of those obligations affected by the Force Majeure Event will not constitute a default hereunder by that Party for as long as such Force Majeure Event continues and such Party continues to use its reasonable commercial efforts to re-commence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means.

A. For the purpose of this Agreement, "Force Majeure Event" means any of the following events beyond the control of the Parties:

i. With respect to the obligations of both parties:

- a. lightning, storms, earthquakes, landslides, floods, tsunami, washouts and other Acts of God;
- b. strikes, lockouts or other industrial disturbances of the party;
- c. civil disturbances, sabotage, war, blockades, insurrections, terrorist actions, vandalism, riots, epidemics
- d. any law, order proclamation, regulation, ordinance, demand or requirement of any governmental authority;

- e. any other material event that could reasonably be considered to be force majeure by reason that it is beyond the control of the Party affected; and
- ii. With respect to the obligations of the USF Service Provider alone, substantial or material fires, explosions, breakage of or other accidents to plant, machinery, equipment or other facilities of the USF Service Provider;

but does not include the inability of either Party to obtain financing or any other financial inability on the part of either Party.

8. LIQUIDATED DAMAGES

- 8.1 Service Provider (s) shall be bound to provide the required items within the delivery period specified in Bidding Annex -B (TORs)
- 8.2 In case of late delivery, a penalty in the form of Liquidated Damages (LD) equivalent to [0.5%] of the Purchase Order value per day shall be imposed till the actual delivery date of item(s) and the same shall be deducted from the invoice submitted by the Service Provider(s) up to the maximum deduction of [20%] of the Purchase Order value.
- 8.3 USF shall have the right to terminate the contract prematurely if Service Provider fails to deliver item (s) to the satisfaction of USF and as per contractual obligation, it may also lead to blacklisting of Service Provider.
- 8.4 Any item which is not original and/or of poor quality or sub-standard or defective or faulty shall be returned to the Service Provider(s) even if it is opened by USF. Such fake/sub-standard/defective/faulty item must be replaced by the Service Provider(s) within three (3) days, failing which shall result in an imposition of penalty in the form of Liquidated Damages (LD) equivalent to [0.5%] of the Purchase Order value per day till the rectification of default or replacement of fake/sub-standard/defective/faulty item, up to the maximum deduction of [20%] of the Purchase Order value, after which USF shall have the right to terminate the contract and take legal action.
- 8.5 Penalty(s) shall be deducted from the invoice/payment submitted by the Service Provider(s).
- 8.6 Delay due to reasons beyond the control of Service Provider (Force Majeure) will not be considered as delay.
- 8.7 In case the delay/default, without Force Majeure, exceeds beyond fifteen (15) days, USF shall have the right to terminate the Contract.

9. TERMINATION OF CONTRACT

9.1 Termination of Contract for Default:

- (a) If the Service Provider fails to perform any obligation under the contract.
- (b) If the Service Provider, in either of the circumstances does not cure its default within a period of Ten (10) days (or such longer period as USF may authorize in writing) after receipt of the default notice from USF.

USF may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service Provider terminate this Contract forthwith.

9.2 Termination For Insolvency:

USF may terminate the Contract, by giving written notice to the Service Provider, without compensation to the Service Provider if the Service Provider becomes bankrupt, insolvent

enters into winding up whether voluntary or compulsory. Such termination shall not prejudice or affect any other right of action or remedy which has accrued or will accrue to USF thereafter.

10.NOTICES

10.1 Any notice given by one party to the other, pursuant to this Contract shall be sent in writing or by fax/telex or cable and confirmed in writing to the addresses given below:

USF **Mr. Majid Naqvi**
Deputy Manager Admin
Universal Service Fund
3rd Floor, Evacuee Trust Complex,
Agha Khan Road, F-5/1, Islamabad
Telephone: +92-51- 9212308-9
Email: _____

Service Provider
Mr. _____
M/s _____.
Address; _____,
Islamabad.

Notices shall be deemed served when received by the addressee.

11.ENTIRE AGREEMENT & AMENDMENT

11.1 This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the Parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Parties other than as expressly set forth in this Agreement

11.2 No modification, amendment, waiver or change in any of the terms of this Contract will be effective unless made in writing and duly executed by an authorized officer or representative of each of the Party.

11.2 This Contract together with all its attached Schedules constitutes the entire agreement between the Parties.

12.SEVERABILITY

12.1 If any one or more of the provisions of this Contract should be ruled wholly or partly invalid or unenforceable by a court or other government body of competent jurisdiction, then:

- (a) the validity and enforceability of all provisions of this Contract not ruled to be invalid or unenforceable shall be unaffected;
- (b) the effect of the ruling shall be limited to the jurisdiction of the court or other government body making the ruling;

- (c) the provision(s) held wholly or partly invalid or unenforceable shall, if possible, be deemed amended, and the court or other government body is authorized to reform the provision(s), to the minimum extent necessary to render them valid and enforceable in conformity with the Parties intent as manifested herein; and
- (d) if the ruling and/or the controlling principle of law or equity leading to the ruling is subsequently overruled, modified, or amended by legislative, judicial, or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principle of law or equity.

13. COUNTERPARTS

13.1 This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals on the day, month and year first hereinabove written.

Signed by

Signed by

For and on behalf of

For and on behalf of

Universal Service Fund

M/S _____

Witnesses:

Witnesses:

1. _____

1. _____

Name: _____

Name: _____

CNIC No: _____

CNIC No: _____