

AGREEMENT FOR PROCUREMENT OF TRAINING MATERIAL

(SKILLS DEVELOPMENT FATA DEVELOPMENT AUTHORITY)

THIS AGREEMENT, together with APPENDICES A and B which constitute an integral part thereof (herein referred to as the Agreement), is entered into on this ____day of____, 2018 between the Program Director/Manager PMU Skills Development FATA Development Authority. (Herein referred to as the “purchaser”) of the first part; and _____(Herein referred to as “Supplier”), of the second part.

The Parties hereto agree as under:-

1. THE PROCUREMENT

The Procurement of training material for which Services of the second party is required to be performed under this Agreement is described in the attached **Appendix A**.

2 EFFECTIVE DATE OF COMMENCEMENT OF SUPPLY.

The supplier shall deliver the training material (as per appendix-A) to PMU Skills Development Plot No. 46, Sector B-2 Phase-V near RMI Hospital Hayatabad Peshawar with in Forty-Five days (45) from the date of execution of this agreement without charging any extra transportation costs.

3. TERMS & CONDITION OF TENDER

The terms & Conditions of tender is **Appendix-B**

4.1 OBLIGATIONS OF THE SUPPLIER

- i. The supplier shall perform Services in accordance with recognized international standards, applicable laws and regulations
- ii. The supplier shall carry out the Supply with due diligence and efficiency and in conformity with sound professional practices.
- iii. The supplier shall act at all times so as to protect the interests of the purchaser and shall take all reasonable steps to keep all expenses to a minimum consistent with sound economic and professional practices.
- iv. The supplier shall furnish the purchaser such information relating to the Supply as the purchaser may from time to time reasonably request.
- v. Except with the prior written approval of the purchaser, the supplier shall not assign or transfer the Agreement or any part thereof nor engage any other independent supplier or sub-contractor to perform any part of the thereof.
- vi. The supplier agrees that proprietary and confidential information received from the purchaser shall not be disclosed to a third party unless the supplier receives a written permission from the purchaser to do so.

- vii. The supplier shall pay business tax, income tax and sales tax or any other tax that may be levied according to the laws and regulations of the Provincial Govt. or Federal Govt.
- viii. In the event of delay beyond the stipulated period, the supplier shall pay liquidated damages equal to 2% per day of the price of items not supplied.

5.2 OBLIGATIONS OF THE PURCHASER

- i. The Purchaser shall provide to the Supplier:
- ii. All necessary dataas listed in Appendix A, that may be required by the Supplier for affecting the supply within the aforementioned Time Schedule.
- iii. The Purchaser shall take all necessary measures to make timely payments to theSupplier. The payment will however be made after inspection of the supply by the inspection committee.
- iv. The Purchaser shall retain from each payment due to the contractor 5% security after completion of the whole supply. The retained money along with call deposit will be released after 3 months of completion of supply.

6. ADDITIONAL SERVICES

The Purchaser may ask the Supplierfor additional Supply during this Agreement. Such additional Supply shall be performed with the prior concurrence of both the Parties. The Supplier shall submit an estimate of the additional supply and time (if any) which shall be approved in writing by the Purchaser before the commencement of theadditional Supply.

7.1 END OF SERVICES

The Agreement shall terminate when, pursuant to the provisions hereof, the Supplycompleted and the payment made.

7.2 TERMINATION BY THE PURCHASER

The Purchaser may, by a written notice of thirty (30) days to the Supplier, terminate this Agreement. All accounts between the Purchaser and the Supplier shall be settled not later than sixty (60) days of the date of such termination

8. FORCE MAJEURE

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lock-out or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar events, not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome.

If either Party is temporarily unable by reason of Force Majeure or the laws or regulations of Pakistan to meet any of its obligations under the Agreement, and if such Party gives to the other Party written notice, of the event within fifteen (15) days after its occurrence, such obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues. Neither Party shall be liable to the other Party for loss or

damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event. Force Majeure shall not include insufficiency of funds or failure to make any payment required under the Agreement.

9. RESOLUTION OF DISPUTES

Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties shall be finally settled under the provisions of the Arbitration Act, 1940 (Act No. X of 1940) and Rules made thereunder as amended from time to time. The venue of arbitration shall be in Pakistan.

10. APPLICABLE LAWS

This Agreement shall, in all respects, be read and construed and shall operate in conformity with the laws of Pakistan.

11. CONTRACT AMENDMENT

No variation in or modifications to the terms of the Agreement shall be made, except by a written amendment signed by the Parties hereto.

12. NOTICES

Any notice given by any of the Parties hereto shall be sufficient only if in writing and delivered in person or through registered mail as follows:

13. This agreement is for the supply of Training Material of Rs. _____/-
(_____).

To: The Purchaser Programme Director, PMU Skill Development FATA-DA
Plot No.46, Sector B-2, Phase-V near RMI Hospital Hayatabad, Peshawar.

To: The Supplier _____

Or to such other address as either of these Parties shall designate by notice given as required herein. Notices shall be effective when delivered.

IN WITNESS WHEREOF, the Parties have executed this Agreement, in two (2) identical counterparts, each of which shall be deemed as original, as of the day, month and year first above written.

Name of Supplier: _____

Address:- _____

Date: _____

CNIC: _____

Program Director, PMU Skill Dev:

Witness No.1

Name: _____

S/O: _____

CNIC: _____

Sign: _____

Witness No.2

Name: _____

S/O: _____

CNIC: _____

Sign: _____