

AGREEMENT FOR PROCUREMENT OF MACHINERY AND EQUIPMENTS

(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 between the **Program Director PMU Skills Development FATA Development Authority.** (Herein referred to as the “purchaser”) of the first part; and _____ (herein referred to as Manufacturer/Supplier), of the second part

The parties hereto agree as under:-

1. THE PROCUREMENT

The purchaser intends to procure Sewing Machines, as per details attached for which services of the second party is required to be performed under this Agreement in several lots during the year 2017-2018 is described into the attached “appendix-A”. The increase /decrease in the number of items will be made keeping in view of requirements/limits.

2. EFFECTIVE DATE OF COMMENCEMENT OF SUPPLY

The Manufacturer/Supplier shall deliver the Sewing Machines to the FATA-DA headquarter, Plot no 46-A, Sector B-2, Near RMI Hospital, Phase V, Hayat Abad, Peshawar, for inspection within the period of sixty (60) days from the date of execution of this agreement. After its inspection by the inspection committee, the same will be delivered to offices of the Agency Coordination Officers, the address of which is given in “appendix-B” without charging any extra transportation costs.

3. TERMS & CONDITION OF TENDER (INSTRUCTIONS TO BIDDER)

The terms & conditions of tender is Appendix-C.

4.1 OBLIGATION OF THE SUPPLIER/Manufacturer

- i. The Supplier/Manufacturer shall perform services in accordance with recognized international standards, applicable and regulations.
- ii. The Supplier/Manufacturer shall carry out the supply with due diligence and efficiency and in conformity with sound professional practices.
- iii. The Supplier/Manufacturer shall act at all times so as to protect the interests of the purchaser shall take all reasonable steps to keep all expenses to a minimum and consistent with sound economic and professional practices.

- iv. The Supplier/Manufacturer shall furnish the purchaser such information relating to the supply as the purchaser may from time reasonably request.
- v. Except with the prior written approval to time of the purchaser , the Supplier/Manufacturer 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/Manufacturer 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/Manufacturer shall pay business tax, income tax and sales 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/Manufacturer shall pay liquidated damages equal to 2% per day of the price of items not supplied.
- ix. The Manufacturer shall ensure the placement of monogram/logo of the Purchaser i.e. FATA-Development Authority on machines.

4.2 OBLIGATIONS OF THE PURCHASER

The Purchaser shall provide to the Supplier:

- i. All necessary data as listed in Appendix A & B that may be required by the Supplier for affecting the supply within the aforementioned time schedule.
- ii. The purchaser shall take all necessary measures to make timely payments to the Supplier. The payment will however be made after Inspection of the supply by the inspection committee.
- iii. The purchaser shall retain from each payment due to the contractor 5% security after completion of the whole supply. The retained money along with 5% call deposit will be released after three months of completion of supply.

5. ADDITIONAL SERVICES

The purchaser may ask the Supplier/Manufacturer for additional Supply during this Agreement. Such additional Supply shall be performed with the prior concurrence of both the parties. The Supplier/Manufacturer 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 the additional supply.

6.1 END OF SERVICES

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

6.2 TERMINATION BY THE PURCHSER

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

7. 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, earthquake, storms, lighting, 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 its 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.

8. 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 there under as amended from time to time. The venue of arbitrations shall be in Pakistan.

9. APPLICABLE LAWS

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

10. CONTRACT AGREEMENT

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

NOTICES

11. 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:

12. This agreement is for the supply of _____ No. Sewing Machines as per approved sample selected in tender and rebated rates under ADP# 49, 50, 51 & 62 & 67 (Establishment of Women Skills Development Centers in FATA , Skilling FATA through Joint Venture & Centers for Returnees through Joint Venture).

To **The Purchaser: Programme Director, PMU Skills Development FATA-DA 46/A, Sector B, Near RMI Hospital Phase-V Hayatabad, Peshawar.**

To **The _____ Supplier/Manufacturer**
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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 (02) identical counterparts, each of which shall be deemed as original, as of the day, month and year first above written.

For and behalf of
(Programme Director)

For and behalf of
(The Manufacturer)

Signed by _____

Signed by

Designation _____

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Manufacturer

Name _____