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**Agreement**

Between

**Food Department Government of Gilgit Baltistan**

And

**Punjab Information Technology Board**

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**This Agreement**, together with Appendix-A which constitute an integral part thereof (herein referred to as the Agreement), is entered into effect on the **\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_2023.**

**Between**

**Food Department, Government of Gilgit Baltistan,** is a government department responsible to procure, transport, distribute and monitoring of subsidized wheat in Gilgit-Baltistan through provision of subsidized wheat/flour in Gilgit-Baltistan. The Department also works with other government departments and organizations to implement its programs and achieve its goals. The departmenthaving its registered office/head, Civil Secretariat, Jutial, Gilgit, Gilgit-Baltistan, Pakistan. Tel: +92 XXXXXXXXXXXX Fax: +92 XXXXXXXXXXX Email: [XXX@XXX.XXX](mailto:XXX@XXX.XXX) (herein referred to as the “**Client**”) of the first part.

**And**

**The Punjab Information Technology Board** (**PITB),** an autonomous body set by Government of the Punjab, headed by Chairman PITB, provides the foundation for Punjab’s innovation economy. Punjab Information Technology Board Ordinance 1999, Section 4 “Functions and powers of the board” states that “The board shall take all such measures as it deems necessary for the administration of its affairs and for the administration, promotion, development and use of information technology.” Punjab Information Technology Board Rules 2006, Rule 7 “General Powers and duties of the Board” states that “The Board shall conduct its business in a fair manner, observe due legal process and shall (x) enter into memorandum of understanding or agreements with any person, local or foreign academic institutes, companies, organizations, and bodies for the promotion and development of information technology. The Board aims at not only modernizing the governance techniques through transparency induced methods but also at increasing the digital literacy of the citizens - among many other services. PITB is committed to effectively and efficiently provide IT services and infrastructure to the government and local and international businesses. **PITB** has registered office at 11th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, Punjab. Tel: +92-42-99000000 Fax: +92-42-99232123 Email: [info@pitb.gov.pk](mailto:info@pitb.gov.pk) (herein referred to as the “**Service Provider**”) of the second part.

(**Food Department, Government of Gilgit Baltistan** and **PITB,** may hereinafter collectively be referred to as the “**Parties**” and singly as a “**Party**”).

1. Objectives

The main objective of this agreement is to conduct a comprehensive study for the Client and formulate the Requirement Specification Document (RSD)

1. Scope

The scope of the project includes to explore and understand the end-to-end process, workflow, and systems currently in place for Wheat Supply Chain and HR Management, as well as their respective interdependencies.

1. Responsibilities of the client
2. Provide the information and support during requirements gathering phase;
3. Approve business requirements before finalizing the details of each process;
4. Appoint a focal person for coordination with Service Provider. He/she shall be responsible for:
   1. Timely escalation, resolution and completion of the requirements and issues, if any, with his/her department;
   2. Timely communication with Service Provider in case of any change;
5. Facilitation for meetings/trainings;
6. Ensure timely payments
7. The cost for any additional services shall be borne by Client (if required);
8. Responsibilities of Service Provider
9. Ensure a detailed study and provide a comprehensive Requirement Specification Document according to the scope described herein under ARTICLE NO.2;
10. Collect and interpret need-based requirements for process automation;
11. Provide feedback on the business requirements to ensure that these are framed in accordance with best business practices and efficient turnaround time;
12. Certify the timely execution of assigned task(s);
13. Provide technical advice/guidance whenever required;
14. Recommend hardware and IT infrastructure as per the actual requirements and usability where required;
15. Payment against Services Rendered

Client will make the compensation against the services provided by Service Provider under this agreement as per the details attached at **Appendix-A**.

1. EFFECTIVE DATE, DURATION AND TERMINATION

This agreement becomes effective on the day it is signed by the parties and will continue to be effective for one (01) month from date of signing or until the expiry of ten (10) days after either party gives written notice to the other party of its intention to terminate. This agreement will continue to have effect with respect to all requests of assistance that were made before the effective date of termination. Any pending payments are to be cleared within 05 days of invoice / 10 days of termination date. In case this agreement is terminated, all the exchanged information, documents or data under this agreement will remain confidential and will be treated according to the provisions of this Agreement.

1. AMMENDMENTS

This agreement may be modified or amended only through signed documentation mutually agreed upon by the Parties.

1. Force Majeure

If for reasons of Force Majeure, the provision or continuation of any of the Services under this agreement becomes impracticable, parties may agree to extend the duration of this agreement by the period for which the Force Majeure events persist. For the duration of such force majeure period temporary or alternate modes for the transmittal of data and of transfer of funds would be agreed between the Parties. Either Party to this agreement shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to, acts of God, acts of the public enemy, riots, insurrection, commotion or disorder, threat of war, war, threat of terrorism, terrorism, invasion, civil war, earthquakes or any other operation of the forces of nature, ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of any nuclear fuel, radioactive toxic explosives, or other hazardous properties of any explosive, nuclear assembly, nuclear component, pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds, governmental restrictions, nation-wide or wide-spread strikes, embargoes, judicial or government action (each, a “Force Majeure Event”).

1. DISPUTE RESOLUTION and arbitration

In the event of any controversy, claim or dispute arising out of or relating to this agreement or the breach, termination, interpretation or validity thereof, including the determination of the scope or applicability of this agreement, the Parties shall, within 14 days of a written request from the other party, meet in a good faith effort to resolve the dispute through their authorized representatives. Any dispute arising between the Parties pursuant to this agreement which cannot be settled amicably within (30) days after receipt by any Party of the other Party’s request for such amicable settlement may be submitted by any Party for settlement in accordance with the provisions of the Arbitration Act, 1940 (Act No. X of 1940) and of the Rules made thereunder and any statutory modification thereto. Each Party shall appoint an arbitrator who shall appoint an umpire. The Parties agree that they shall continue and equally divide and bear the costs incurred in respect of legal costs and the fees payable to the arbitrators. The venue of such arbitration shall be Lahore.

1. OBLIGATION OF CONFIDENTIALITY AND INFORMATION SHARING

To the extent permitted by applicable laws and in accordance with such applicable laws, the Parties shall establish and maintain such safeguards as are necessary and appropriate to maintain the confidentiality of all non-public information (written or oral or visual and/ or sample) and services obtained under this agreement. None of the Parties directly or indirectly shall furnish to any third party or make public any information or portions thereof or make public use of nonpublic information obtained from any other Party under this agreement without prior written approval of that concerned party.

1. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights including but not limited to all relevant patent rights, trademarks, copyrights, know-how, ideas, and concepts and other intellectual property rights and confidential information of either party (the “Intellectual Property Rights”) shall only be used with the express, prior, written permission of either party. Service Provider shall be the exclusive owner of intellectual property of the developed systems/software application(s), whereas Client will be the owner of all the data and information stored, uploaded, maintained on the web based system/ software application(s).

1. INDEMNITY

The Parties shall indemnify and keep the other Party indemnified and harmless against any and all claims, actions, damages, or proceedings by third Party (including but not limited to all costs, expenses, damages, losses arising out of or in connection with this agreement).

1. SEVERABILITY

A determination that any term of this agreement is invalid for any reason shall not affect the validity of the remaining terms of this agreement.

1. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the Laws of the Islamic Republic of Pakistan and the Courts at Lahore shall have exclusive jurisdiction.

1. DATA SECURITY

Each party shall maintain physical, administrative and technological safeguards as reasonably necessary and sufficient to protect the data and its confidentiality.

1. Communication and Notices

Any notice, request, or consent made pursuant to this Agreement shall be in writing and shall be deemed to have been delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex or facsimile to such Party at their official address.

IN WITNESS WHERE OF the Parties hereto have signed this Agreement on the date mentioned above.

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| **ON BEHALF OF**  Food Department Government of  Gilgit Baltistan | **ON BEHALF OF**  Punjab Information Technology  Board |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Secretary | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Chairman |
| **WITNESS-I**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **WITNESS-II**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Appendix-A**

**FINANCIALS**

Compensation for the detailed as per specification defined in the scope of work shall be **PKR 2,202,075/-** (inclusive of all taxes):

**Schedule of Payment**

The payments may be made as per the following schedule:

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| **Sr. No.** | **Items / Output / Deliverable** | **Payment**  **(%age of Contract Value)** | **Condition for Release of Payment** |
| 1 | Advance payment | 60% | On the Signing of the agreement |
| 2 | Submission of RSD | 40% | Sign-off of project closure report by the parties |

**Note:**

* The payment shall be made via cross-cheque or pay-order in favor of the "Punjab Information Technology Board Fund".

[End of document and annexures]